



**JOSEPH KELLY**  
TREASURER AND TAX COLLECTOR

# COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

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October 15, 2015

SENT VIA EMAIL

Dear Interested Party:

## REQUEST FOR PROPOSALS FOR THE PROVISION OF LOCKBOX REMITTANCE PROCESSING SERVICES

The County of Los Angeles (County) Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for the provision of Lockbox Remittance Processing Services.

The RFP can be downloaded from the Internet by either accessing the County's website at <http://camisvr.co.la.ca.us/lacobids> and selecting "View Open Bids" and then "List by Department," or the TTC's website at <http://ttc.lacounty.gov> by clicking on the "TTC Contract Opportunities" link. Potential proposers should take care to download and review the entire RFP.

The RFP contains the service requirements, proposal content and format requirements, a description of the proposal selection process, and a sample contract for the TTC. Vendors that meet the minimum requirements identified in Paragraph 3.0, Proposer's Minimum Mandatory Qualifications, of the RFP are invited to submit a proposal to provide the services described further in Appendix A, Statement of Work, of the RFP. Potential proposers should carefully review the RFP and ensure their proposal complies with all RFP requirements.

A Mandatory Proposers' Conference (Conference), to answer questions regarding the written specifications of the RFP, will be held at **10:00 a.m. Pacific Time, on Thursday, November 12, 2015**, at the Kenneth Hahn Hall of Administration, 500 West Temple Street, Conference Room 140, Los Angeles, California 90012. **Any Vendor submitting a proposal MUST ATTEND this Conference or will be disqualified.** To register to attend the Conference, please call Monica Allen, Contracts Section, at (213) 974-7360 or send an email to [contracts@ttc.lacounty.gov](mailto:contracts@ttc.lacounty.gov) no later than Tuesday, November 10, 2015.

The RFP responses must be prepared in accordance with Section 7.0, Proposal Submission Requirements, of the RFP. **Proposals are due no later than 5:00 p.m. Pacific Time, on Friday, December 18, 2015**, and shall be delivered or mailed to the **TTC, Contracts Section, 500 West Temple Street, Room 464, Los Angeles, California 90012**. Proposals received after the scheduled deadline will not be accepted and shall be returned to the sender unopened.

Very truly yours,

JOSEPH KELLY  
Treasurer and Tax Collector

JK:KK:EVT  
MVA:YK:ca

Lockbox RFP Cover Ltr Final 10-9-15



**COUNTY OF LOS ANGELES  
TREASURER AND TAX COLLECTOR**

**REQUEST FOR PROPOSALS**

**FOR**

**LOCKBOX REMITTANCE PROCESSING SERVICES**

**OCTOBER 2015**

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- A Statement of Work:** Explains in detail the required services to be performed by the Contract.
- B1 Statement of Work Exhibits:** Provides examples and historical information of services and reports required.
- B2 Statement of Work and Sample Contract Technical Exhibits:** Identifies Contractor's performance requirements.
- C Sample Contract:** Identifies the terms and conditions in the Contract.
- D Required Forms:** Forms that must be completed and included in the proposal.
- E Transmittal form to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- F County of Los Angeles Policy on Doing Business With Small Business:** County Policy
- G Jury Service Ordinance:** County Code
- H Listing of Contractors Debarred in Los Angeles County:** Contractors who are not allowed to contract with the County for a specific length of time.
- I IRS Notice 1015:** Provides information on Federal Earned Income Credit.
- J Safely Surrendered Baby Law:** County Program
- K Defaulted Property Tax Reduction Program:** County Code

## **1.0 INTRODUCTION**

The County of Los Angeles (County) Treasurer and Tax Collector (TTC or Department) is issuing this Request for Proposals (RFP) to solicit proposals for a Contract with a firm who can provide Lockbox Remittance Processing (Lockbox) Services.

## **2.0 PURPOSE/AGREEMENT FOR LOCKBOX REMITTANCE PROCESSING SERVICES**

### **2.1 Statement of Work**

The TTC is seeking proposals from highly experienced firms to provide efficient and automated Lockbox Services to manage the property tax business lines, i.e., secured and unsecured related remittances. The Lockbox Services shall be a vendor hosted solution that will process deposits timely and provide same-day remittance documents and payment information to the TTC. The solution shall have the capabilities to process all incoming payments, send electronic deposit files to multiple banks, and provide daily uploads of remittance data including payment files to the TTC. A secure Web Portal must be provided to the TTC for same-day detailed payment and remittance information access and to allow for prompt resolution of any remittance exceptions. Remittance exceptions shall be processed according to the TTC's specifications for prompt viewing and resolution of such exception items.

Originally, the TTC's in-house lockbox operations primarily focused on remittances for current and delinquent property taxes. Over the years, the TTC expanded its remittance processor responsibilities to include amounts owed to other County departments. Today, the TTC processes a minimum of 8.4 million payment stubs and checks each year totaling approximately \$14.5 billion. The majority of remittances received by the TTC are via mail-in collections. For informational purposes only, Appendix B1, Attachment 1, illustrates the TTC's long-term secured tax collection trends by source for Fiscal Years (FY) 2007 through 2015.

In December 2014, the TTC undertook a Request for Information (RFI) for the purpose of obtaining the lockbox remittance processing information from the vendor community. The intent of the RFI was to research the marketplace and explore alternative solutions to maximize efficiencies through the latest technologies and innovations. After reviewing information received and conducting further research, the TTC determined to release a RFP solicitation for Lockbox Services for the property tax business lines only, which includes secured and unsecured related remittances. The majority of property tax remittances are recurrent and processed during two annual peak seasons. The past three FYs of property tax remittance

volumes and peak processing seasons are provided in Appendix B1, Attachment 1A.

The TTC currently receives and processes mail from the United States Postal Service, United Parcel Service, FedEx, and/or other commercial mail couriers. The TTC uses Post Office (P.O.) Boxes to assist in sorting. Each envelope typically contains payment stubs with scan lines and checks. Depending on the contents (a single remittance, multiple remittances, correspondence, etc.), the TTC opens mail either using high-speed equipment or manually by staff to extract remittances and prepare them for processing. Once prepared, the TTC processes the remittances on transports/sorters where they are scanned and imaged. The TTC creates Automatic Clearing House/Image Cash Letter files and transmits them to the TTC's contracted banks for deposit credit. In addition, the TTC generates remittance files for each business line/client in order to credit each respective account receivable system. If, during remittance processing, the TTC identifies an Exception Remittance, the TTC initiates a hold on the remittance and conducts a review to determine how the remittance should be directed and/or whether the remittance can be accepted and deposited or returned to the payer. The TTC identifies approximately 75 percent of Exception Remittances within 24 hours.

The purpose of this Contract is for the TTC to partner with one firm to assume the lockbox processing, depositing, and exception research for the property tax business lines, i.e., secured and unsecured related remittances. The Lockbox Services Contractor shall maximize efficiencies for check payment processing, capturing, and depositing all payment stubs and checks. The Contractor shall provide a vendor hosted solution that will process timely deposits and provide same-day remittance documents and payment information to the TTC. The Contractor shall also provide to the TTC a secure Web Portal to access relational database(s) or other technical means to provide a robust and user-friendly reporting environment. The Contractor shall generate and send electronic deposit files to multiple banks and provide daily uploads of remittance data including payment files to the TTC.

## **2.2 Sample Contract: County Terms and Conditions**

Contractor shall be expected to implement the Sample Contract as contained in Appendix C of this RFP. Throughout this RFP, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Appendix C, Sample Contract, Paragraph 2.0, Definitions. Please note, any capitalized term not otherwise defined herein will have the meaning given to it in the Contract.

### **2.2.1 Anticipated Contract Term**

The Contract Term is anticipated to be for a period five years commencing upon approval by the Board of Supervisors (Board) unless sooner terminated or extended in whole or in part, with up to two one-year renewal options and/or six month-to-month extensions, for a maximum total Contract Term of seven years and six months. Each such option and extension shall be exercised at the sole discretion of the County.

### **2.2.2 Contract Rates**

The Contractor's rates shall remain firm and fixed for the Term of the Contract.

### **2.2.3 Days of Operation**

Development, testing, implementation, on-site maintenance, and any other services that require access to County facilities may only be performed during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m. Pacific Time [PT]) except for County observed holidays, unless specified otherwise in the Contract, or requested by the County. The County's Contract Manager will provide a list of the County holidays to the Contractor at the time the Contract is approved, and annually, at the beginning of the calendar year.

However, Proposer shall provide any necessary services including, but not limited to, those services described in Appendix C (Sample Contract) and Appendix A (Statement of Work [SOW]) including any Exhibits thereto, that do not require access to County facilities, regardless of the County's normal business hours and/or observed holidays.

### **2.2.4 Indemnification and Insurance**

Contractor shall be required to comply with the indemnification provisions contained in the - Appendix C, Sample Contract, Subparagraph 8.23. The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in the Appendix C, Sample Contract, Subparagraphs 8.24 and 8.25.

### **2.2.5 SPARTA Program**

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

### **2.2.6 Health Insurance Portability and Accountability Act of 1996**

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended, as contained in Appendix C, Sample Contract.

## **2.3 Terms and Definitions**

Throughout this RFP, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Appendix C, Sample Contract, Paragraph 2.0, Definitions. Any capitalized term not otherwise defined herein will have the meaning given to it in the Contract.

## **3.0 PROPOSER'S MINIMUM MANDATORY QUALIFICATIONS**

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in the SOW, Appendix A of this RFP are invited to submit proposal(s), provided they meet the following requirements:

- 3.1** Proposer must have seven years' experience, within the last seven years, as a sole proprietor, corporation, or other entity providing Lockbox Services equivalent or similar to the services identified in Appendix A, SOW, with the capacity to process over three million remittances annually with a daily remittance up to 140,000 during peak period processing.
- 3.2** Proposer must have the capability to process lockbox remittance(s) within the same day received.
- 3.3** Proposer must have the technology and processes to send securely electronic deposit files to multiple banks, provide daily upload files of remittance data including payment files to the TTC's servers and data

warehouse, and provide a secure Web Portal for same-day detailed payment and remittance information access by Contractor and TTC staff.

- 3.4 Proposer must have a lockbox remittance processing facility for this Contract located in the County, in which, at a minimum, all scanning and imaging of remittances shall occur. However, Contractor may utilize its processing centers outside of the County during peak season to perform lockbox processing requirements, except for scanning and imaging, to meet processing timeframes, or during disaster recovery processing.
- 3.5 Proposer's proposed Contract Manager and Alternate Contract Manager must each have a minimum of five years of documented experience in providing the required services equivalent or similar to the services identified in Appendix A, SOW, either with the Proposer or with another firm.
- 3.6 Upon Contract Award, Proposer must utilize a P.O. Box(es) located within the County to receive all mail remittances required under this Contract.
- 3.7 If a Proposer is subject to the Community Reinvestment Act, a rating of "Satisfactory" or above at the time of Proposal Submission is required.
- 3.8 Proposer must comply with the RFP format and other requirements set forth in Paragraph 7.0, Proposal Submission Requirements, of this RFP when submitting its Proposal. Proposer must submit all completed forms required in Appendix D, Required Forms.
- 3.9 Proposer must send one or more representatives of the firm to the Mandatory Proposers' Conference.

#### **4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES**

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

##### **4.1 Final Contract Award by the Board of Supervisors**

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

## **4.2 County Option to Reject Proposals**

Proposers are hereby advised that this RFP is an informal 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 the 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 the 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 oral or written representations otherwise made by any individual acting or purporting to act on its behalf.

## **4.4 Background and Security Investigations**

All Contractor personnel performing work under the Contract shall be required to undergo and pass, to the satisfaction of the TTC, a background investigation as a condition of beginning and continuing to work under the Contract.

Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include state, local, and federal level review, which may include, but not limited to, criminal conviction information. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and perjury, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, and job-related misdemeanor convictions. The fees associated with background investigation shall be at the expense of the Contractor regardless if the member of Contractor's staff passes or fails the background investigation.

#### **4.5 County's Quality Assurance Plan**

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

### **5.0 PROPOSER'S REQUIREMENTS AND CERTIFICATIONS**

#### **5.1 Notice to Proposers Concerning the California Public Records Act**

**5.1.1** Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended Proposer's proposal will become a matter of public record when (1) contract negotiations are complete; (2) Department receives a letter from the recommended Proposer's authorized officer that the negotiated Contract is the firm offer of the recommended Proposer; and (3) 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 above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's proposer recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."

**5.1.2** The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must

specifically label only those provisions of their respective proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

**5.1.3** In the event the County is required to defend an action on a California 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 the County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the California 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 may be mailed, emailed, or faxed as follows:

Contracts Section  
Treasurer and Tax Collector  
500 West Temple Street, Room 464  
Los Angeles, California 90012  
Email Address: [contracts@ttc.lacounty.gov](mailto:contracts@ttc.lacounty.gov)  
Fax Number: (213) 687-4857  
Attn: Monica V. Allen

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

## **5.3 Mandatory Requirement to Register on County's WebVen**

Prior to a Contract Award, all potential Contractors must register in the County's WebVen. The County's WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>

## **5.4 Protest Policy Review Process**

**5.4.1** Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Subparagraph 5.4.3 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 paragraphs 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.

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

**5.4.3** Grounds for Review

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

- Review of Solicitation Requirements (Reference Subparagraph 7.3 in the Proposal Submission Requirements section)
- Review of a Disqualified Proposal (Reference Subparagraph 8.3 in the Selection Process and Evaluation Criteria section)
- Review of Proposed Contractor Selection (Reference Subparagraph 8.6 in the Selection Process and Evaluation Criteria section)

**5.5 Injury and Illness Prevention Program**

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 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 Confidentiality provision contained in Subparagraph 7.8 and the Independent Contractor Status provision contained in Subparagraph 8.22 in Appendix C, Sample Contract.

## **5.7 Conflict of Interest**

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

## **5.8 Determination of Proposer Responsibility**

**5.8.1** A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the 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, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts including, but not limited to, County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

**5.8.3** The County may declare a Proposer to be non-responsible for purposes of this Contract if the Board, in its discretion, finds that the Proposer 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 Proposer'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.

**5.8.4** If there is evidence that the apparent highest ranked Proposer may not be responsible, the TTC shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board that the Proposer be found not

responsible. The TTC 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 TTC's recommendation.

**5.8.5** If the Proposer presents evidence in rebuttal to the TTC, the TTC shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer shall reside with the Board.

**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, the 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 years but may exceed five years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with the County, if the Board finds, in its discretion, that the Proposer 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 Proposer'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 offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

**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 TTC shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- 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. The Board 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 years, that Proposer may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 5.9.6** The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 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 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 contracts.

**5.9.9** Appendix H provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for the County.

## **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 Contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the 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 the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

### **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 the County Lobbyist Ordinance**

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

### **5.13 Federal Earned Income Credit**

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

### **5.14 Consideration of GAIN/GROW Participants for Employment**

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

employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers who are unable to meet this requirement shall not be considered for Contract Award. Proposers shall submit a completed, "Attestation of Willingness to Consider GAIN/GROW Participants", form, as set forth in Appendix D - Required Forms, Exhibit 9, along with their proposal.

### **5.15 Recycled Bond Paper**

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in Appendix C, Sample Contract, Subparagraph 8.39.

### **5.16 Safely Surrendered Baby Law**

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

### **5.17 Jury Service Program**

The prospective Contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Jury Service Program) (County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix G, and the pertinent Jury Service provisions of the Sample Contract, Appendix C, Subparagraph 8.8, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors.

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

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

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

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

**5.17.3** If a Contractor does not fall within the Jury Service Program’s definition of “Contractor” or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception, Exhibit 10 in 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 the Contractor’s application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County’s decision will be final.

### **5.18 Notification to County of Pending Acquisitions/Mergers by Proposing Company**

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

### **5.19 Defaulted Property Tax Reduction Program**

The prospective Contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program (Defaulted Tax Program) (County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix J, and the pertinent provisions of the Sample Contract, Appendix C, Subparagraphs 8.53 and 8.54, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Property Tax Reduction Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Property Tax Reduction Program by completing Certification of Compliance with the County's Defaulted Property Tax Reduction Program, Exhibit 14 in 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 (County Code, Chapter 2.202).

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

### **5.20 Time Off for Voting**

The 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 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.

## **6.0 COUNTY'S PREFERENCE PROGRAMS**

### **6.1 County Policy on Doing Business with Small Business**

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

**6.1.2** The Local Small Business Enterprise (SBE) Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Subparagraph 6.2 of this solicitation.

**6.1.3** The Jury Service Program, provides exceptions to the Program if a company qualifies as a small business. It is important to note that the Program has a different definition for small business. You may qualify as a small business in this Program. Further explanation of this Program is provided in Subparagraph 5.17, Jury Service Program, of this solicitation.

**6.1.4** The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

### **6.2 Local Small Business Enterprise (SBE) Preference Program**

**6.2.1** The County will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local SBE, consistent with Chapter 2.204.030C.1 of the County Code. A Local SBE is defined as (1) A business certified by the state of California as a small business; and (2) has had its principal office located in the County for at least one year. The business must be certified by the Internal Services Department (ISD) as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE preference in a solicitation.

**6.2.2** To apply for certification as a Local SBE, businesses may register with the ISD at <http://laosb.org>.

**6.2.3** Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Businesses must attach the Local SBE Certification Letter to the Required Form - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form - Exhibit 7 in Appendix D - Required Forms with their proposal. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

**6.2.4** Information about the State's SBE 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 SBE Prompt Payment Program**

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

### **6.4 Disabled Veteran Business Enterprise (DVBE) Preference Program**

**6.4.1** The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the 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 certified by the Department of Veterans Affairs as a Service Disabled Veteran Owned Small Business (SDVOSB).

**6.4.2** Certified DVBE vendors must request the preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification is affirmed.

**6.4.3** In no case shall the DVBE Preference Program price or scoring preference be combined with any other county preference program to exceed 8 percent in response to any county solicitation.

**6.4.4** 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 DVBE.

- 6.4.5** To request the DVBE Preference, Proposer must complete and submit the Request for DVBE Consideration form in Appendix D, Required Forms, Exhibit 15, with supporting documentation with their proposal.

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.pd.dgs.ca.gov/>

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

## **6.5 Transitional Job Opportunities Preference Program**

- 6.5.1** In evaluating proposals, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three years, an entity (1) that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the Department with their proposal response to the contracting solicitation for which they are competing; (2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and (3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting Department.

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

**6.5.3** To request the Transitional Job Opportunities Preference, Proposer must complete the Transitional Job Opportunities Preference Application in Appendix D – Required Forms – Exhibit 21 and submit it along with all supporting documentation with their proposal.

## **7.0 PROPOSAL SUBMISSION REQUIREMENTS**

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

### **7.1 Truth and Accuracy of Representations**

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final. All proposals shall be firm and final offers and may not be withdrawn for a period of 270 days following the final proposal submission date.

### **7.2 RFP Timetable**

The timetable for this RFP is as follows:

- Release of RFP ..... 10/15/15
- Request for a Solicitation Requirements Review Due..... 10/30/15
- Mandatory Proposers' Conference..... 11/12/15
- Written Questions Due no later than 5:00 p.m. PT..... 11/13/15
- Questions and Answers Released on or about ..... 11/20/15
- **Proposals Due by 5:00 p.m. PT..... 12/18/15**

### **7.3 Solicitation Requirements Review**

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

1. The request for a Solicitation Requirements Review is made within ten business days of the issuance of the solicitation document;

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

The Solicitation Requirements Review shall be completed on or about Friday, October 30, 2015, and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

All Requests for Solicitation Requirements Review shall be submitted to:

Contracts Section  
Treasurer and Tax Collector  
500 West Temple Street, Room 464  
Los Angeles, California 90012  
Attn: Monica V. Allen

#### **7.4 Proposers' Questions**

Proposers may submit written questions regarding this RFP by mail, fax, or email to the individual identified below. All questions must be received by Friday, November 13, 2015, 5:00 p.m. PT. The TTC will provide a confirmation of receipt to verify each Proposer's submission. If the Proposer does not receive a confirmation of receipt, the Proposer must re-submit the questions until it receives a confirmation of receipt. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions, please specify the RFP paragraph number, 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.

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

Contracts Section  
Treasurer and Tax Collector  
500 West Temple Street, Room 464  
Los Angeles, California 90012  
Email Address: [contracts@ttc.lacounty.gov](mailto:contracts@ttc.lacounty.gov)  
Fax Number: (213) 687- 4857  
Attn: Monica V. Allen

## **7.5 Mandatory Proposers' Conference**

A Mandatory Proposers' Conference will be held to discuss the RFP Requirements. County staff will respond to questions from potential Proposers. All potential Proposers must attend this conference or their proposals will be rejected as non-responsive (disqualified) without review and eliminated from further consideration. The conference is scheduled as follows:

Location: County of Los Angeles  
Treasurer and Tax Collector  
500 West Temple Street, Room 140  
Los Angeles, California 90012

**Date: Thursday, November 12, 2015**

Time: 10:00 a.m. PT

Firms planning to attend should call (213) 974-7360 to register for the Mandatory Proposers' Conference.

The purpose of the Mandatory Proposers' Conference is to answer all questions concerning the written specifications of this RFP in the presence of all firms interested in providing services to the County. The County representatives will not hold any private or unilateral consultations before or after the conference that may give any one Proposer advantage over another in responding to this RFP.

All firms in attendance at the Mandatory Proposers' Conference are to ensure that the official sign-in attendance sheet is completed and signed by one authorized representative of the firm. The sign-in sheet will serve as evidence that a firm was present at the Mandatory Proposers' Conference and a mailing list for disseminating any addendum/addenda to the RFP, subsequent to the Mandatory Proposers' Conference, if the County determines that such addendum/addenda is necessary.

All Proposers must be in attendance at the Mandatory Proposers' Conference in order to qualify for submission of a proposal. Proposers are advised to be prompt as late arrivals will not be admitted once the conference begins. Proposals from firms not in attendance will be rejected.

## **7.6 Preparation of the Proposal**

Two separate proposals must be submitted - a Business Proposal and a Cost Proposal. All Proposals must be bound and submitted in the prescribed format. Any Proposal that deviates from this format may be rejected as non-responsive without review at the County's sole discretion. All Proposals must be typed on 8 ½" x 11" white bond paper, bound and submitted in the prescribed format. Section tabs are not required but may be included to improve readability. The original proposal and each copy shall be individually bound in a secure manner with a protective covering that allows for easy removal of documents marked proprietary or confidential. The Proposals are to be made based on the contents of this RFP and according to the format indicated in this Subparagraph 7.6. The County shall assume no responsibility for any misunderstanding or representations concerning information provided, or conditions given, by any of its employees prior to the execution of a contract unless it is included in the RFP or in an addendum to the RFP.

In preparing the written Proposal, the Proposer should do so in its own words and not copy the language in the RFP. The Proposer should ensure that the Proposal responds completely and thoroughly to all of the requirements set forth in this RFP. The objective of the Proposal submission is for the TTC to ascertain the Proposer's ability to provide or exceed the required services. In addition, specific information is requested from all Proposers to ensure that the Proposals can be fairly compared and evaluated in a standard manner. Only that information which is contained in the Proposal will be evaluated.

In addition, a Portable Document Format (PDF) version of the Business Proposal and Cost Proposal must be submitted on CD or DVD, at the time of Proposal Submission.

## 7.7 Business Proposal Format

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

- Transmittal Letter
- Proposer's Organization Questionnaire/Affidavit and Required Support Documents for Corporations and Limited Liability Companies
- Table of Contents
- Executive Summary (Section A)
- Proposer's Qualifications (Section B)
- Proposer's Approach to Provide Required Services (Section C)
- Proposer's Quality Control Plan and Business Continuity Plan (Section D)
- Terms and Conditions in the Sample Contract, and Requirements of the SOW: Acceptance of/or Exceptions to (Section E)
- Business Proposal Required Forms (Section F)

### 7.7.2 Transmittal letter

The transmittal letter must be a maximum of one page, transmitting the Proposal on the Proposer's stationery. The transmittal 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 Proposer. **The transmittal letter must bear the signature of the person authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.** The letter shall indicate whether or not the Proposer intends to perform the Contract as a single Proposer. The letter must contain a statement indicating that the Proposer will bear sole and complete responsibility for all work as defined in Appendix A, SOW.

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

The Proposer shall complete, sign, and date the Proposer's Organization Questionnaire/Affidavit - Exhibit 1A as set forth in Appendix D. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

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

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

### **7.7.4 Required Support Documents:**

#### **Corporations or Limited Liability Company (LLC):**

The Proposer must submit the following documentation with the Proposal:

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

### **7.7.5 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.

### **7.7.6 Table of Contents**

List all material included in the Proposal. Include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

### **7.7.7 Executive Summary (Section A)**

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

### **7.7.8 Proposer's Qualifications (Section B)**

Demonstrate that the Proposer's organization has the experience and financial capability to perform the required services. The following sections must be included:

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

Provide a summary of relevant background information to demonstrate that the Proposer meets the minimum requirement(s) stated in Paragraph 3.0 of this RFP and has the capability to perform the required services as a corporation or other entity. In addition to your background information, complete and submit with the firm's proposal, Exhibit 1B, Project Staff Background.

1. Proposer must have seven years' experience, within the last seven years, as a sole proprietor, corporation, or other entity providing Lockbox Services equivalent or similar to the services identified in Appendix A, SOW, with the capacity to process over three million remittances annually with a daily remittance up to 140,000 during peak period processing.
2. Proposer must have the capability to process lockbox remittance(s) within the same day received.
3. Proposer must have the technology and processes to send securely electronic deposit files to multiple banks, provide daily upload files of remittance data including payment files to the TTC's servers and data warehouse, and provide a secure Web Portal for same-day detailed payment and remittance information access by Contractor and TTC staff.

4. Proposer must have a lockbox remittance processing facility for this Contract located in the County, in which, at a minimum, all scanning and imaging of remittances shall occur. However, Contractor may utilize its processing centers outside of the County during peak season to perform lockbox processing requirements, except for scanning and imaging, to meet processing timeframes, or during disaster recovery processing.
5. Proposer's proposed Contract Manager and Alternate Contract Manager must each have a minimum of five years of documented experience in providing the required services equivalent or similar to the services identified in Appendix A, SOW, either with the Proposer or with another firm.
6. Upon Contract Award, Proposer must utilize a P.O. Box(es) located within the County to receive all mail remittances required under this Contract.

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

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

The County may disqualify a Proposer as non-responsive and/or non-responsible if:

- References fail to substantiate Proposer's description of the services provided; or
- References fail to support that Proposer has a continuing pattern of providing capable, productive, and skilled personnel; or
- The TTC is unable to reach the point of contact with reasonable effort (i.e., three attempts). It is the Proposer's responsibility to inform the point of contact of the potential times the TTC may contact Proposer's references during normal working hours (defined as between 8:00 a.m. and 5:00 p.m. PT).

The Proposer must complete and include the following Required Forms Exhibits 2, 3, and 4 as set forth in Appendix D:

1. Prospective Contractor References, Exhibit 2. The Proposer must provide three references for current clients for whom the Proposer provides the same or similar scope of services to those services set forth in this RFP. **References for existing or terminated contracts and/or subcontracts with the TTC will not be accepted to meet this requirement.**
2. Prospective Contractor List of Contracts, Exhibit 3. The listing must include all Public Entities contracts for the last three years. Use additional sheets if necessary. If the Proposer did not have any County contracts during the last three years, a statement to that effect should be included.
3. Prospective Contractor List of Terminated Contracts/Subcontracts, Exhibit 4. Listing must include contracts terminated within the past three years with a reason for termination (i.e., discontinued prior to the scheduled expiration date).

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

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

**D. Proof of Insurability (Section B.4)**

Proposer **must** provide proof of insurability that meets all insurance requirements set forth in the **Appendix C, Sample Contract, Subparagraphs 8.24 and 8.25**. If a Proposer does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Proposer be selected to receive a Contract Award may be submitted with the proposal.

**E. Applicable Licenses and/or Permits (Section B.5)**

Provide copies of all applicable licenses and/or permits. When a license specifies the P.O. address of the activity licensed, the licensee may conduct such activity only at the address specified in the license.

**F. Financial Capability (Section B.6)**

Provide copies of the company's most current and prior two years (for example 2014, 2013, and 2012) financial statements. If audited financial statements are not available, a statement must be provided as to the reason audited statements are not available. Statements should include the company's assets, liabilities, and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Audited financial statements will be kept confidential, if so stamped on each page.

**7.7.9 Proposer's Approach to Provide Required Services (Section C)**

Present a description of the methodology the Proposer will use to meet Contract work requirements. Describe in detail how the services will be performed to meet the intent of the SOW.

Describe in detail:

1. Proposer's experience to provide the required work;
2. Proposer's demonstrated ability to accomplish the service requirements in Paragraph 3.0, SOW, Specific Work Requirements including, but not limited to:
  - a) Mail Processing (Subparagraph 3.3)
  - b) Remittance Payment Research (Subparagraph 3.4)
  - c) Lockbox Processing (Subparagraph 3.6)
  - d) Check Processing (Subparagraph 3.7)
  - e) UPS/Non-UPS Exceptions (Subparagraph 3.8)

- f) Required Reports and Reconciliation (Subparagraph 3.9)
  - g) Web Portal (Subparagraph 3.10)
  - h) Archiving and Retention (Subparagraph 3.11)
  - i) Training and Documentation (Subparagraph 3.12)
3. Proposer's inspection, testing, and approval process (Paragraph 4.0);
  4. Proposer's information security requirements (Paragraph 5.0);
  5. Proposer's security/data exchange process (Paragraph 6.0);
  6. Staffing resources to be used and project plan including sample implementation schedule.

#### **7.7.10A Proposer's Quality Control Plan (Section D)**

Present a comprehensive Quality Control Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Appendix A, SOW, and Appendix B, SOW Exhibits - Performance Requirements Summary (PRS) Chart.

The following factors may be included in the plan:

- Activities to be monitored to ensure compliance with all Contract requirements.
- Monitoring methods to be used.
- Frequency of monitoring.
- Samples of forms to be used in monitoring.
- Title/level and qualifications of personnel performing monitoring functions.
- Documentation methods of all monitoring results, including any corrective action taken.

### **7.7.10B Business Continuity Plan (Section D)**

Present a comprehensive Business Continuity Plan (BCP) for providing continuing services to the TTC in the event of an emergency that disrupts the Contractor's operations.

The BCP shall include, at a minimum, the following components:

- Process for notifying the TTC immediately of any catastrophe, disaster, or disruption in service;
- Description of disaster recovery solutions;
- Location, including the address, phone number, and fax number of the alternate site location(s);
- Production capabilities of an alternate site;
- Description of the information technology features to ensure the TTC's information remains accessible and secure;
- Timeline for operationalizing BCP;
- Description of how vendor would operationalize (i.e., test) the BCP on an annual basis with lockbox business lines; and
- Description of how Contractor will transport lockbox business lines (i.e., pickup and delivery of mail pieces).

### **7.7.11 Terms and Conditions in Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of/or Exceptions to (Section E)**

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

- B. Section E of Proposer's response must include:
1. A statement offering the Proposer's acceptance of or exceptions to all terms and conditions listed in Appendix C, Sample Contract.
  2. A statement offering the Proposer's acceptance of or exceptions to all requirements listed in Appendix A, SOW.

For each exception, the Proposer shall provide:

1. An explanation of the reason(s) for the exception.
  2. The proposed alternative language.
  3. A description of the impact, if any, to the Proposer's price.
- C. Indicate all exceptions to the Sample Contract and/or the SOW by providing a 'red-lined' version of the language in question. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions.

The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.

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

#### **7.7.12 Business Proposal Required Forms (Section F)**

Proposal shall include all completed, signed, and dated forms identified in Appendix D - Required Forms.

- |            |   |
|------------|---|
| Exhibit 1A | Proposer's Organization Questionnaire/Affidavit |
| Exhibit 1B | Project Staff Background                        |
| Exhibit 2  | Prospective Contractor Reference                |
| Exhibit 3  | Prospective Contractor List of Contractors      |

- Exhibit 4 Prospective Contractor List of Terminated Contracts
- Exhibit 5 Certification of No Conflict of Interest
- Exhibit 6 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 7 Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information  
**Note: Proposer must already be certified as a Local SBE prior to proposal submission to be eligible to request the Proposal be considered for the Local SBE Preference Program.**
- 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 Pricing Schedule (included in Cost Proposal)
- Exhibit 12 Certification of Independent Price Determination and Acknowledgement of RFP Restrictions (included in Cost Proposal)
- Exhibit 13 Transitional Job Opportunities Preference Application
- Exhibit 14 Certification of Compliance with the County's Default Property Tax Reduction Program
- Exhibit 15 Request for Disabled Veteran Business Enterprise Preference Program Consideration

#### **7.7.13 Proposer's Green Initiatives (Section G)**

Present a description of proposed plan for complying with the green requirements as described in Subparagraph 8.66 of the Contract. Describe your company's current environmental policies and practices and those proposed to be implemented.

### **7.8 Cost Proposal Format**

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

- Cover Page identifying, at a minimum, the RFP and the Proposer's name.
- Pricing Schedule - Exhibit 11

- Certification of Independent Price Determination and Acknowledgement of RFP Restrictions - Exhibit 12

## **7.9 Firm Offer/Withdrawal of Proposal**

Until the proposal submission deadline, errors in proposals may be corrected by a request in writing to withdraw the proposal and by submission of another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

## **7.10 Proposal Submission**

The original Business Proposal and six copies 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 LOCKBOX REMITTANCE PROCESSING SERVICES – TTC RFP 2015-04 LBOX"**

The original Cost Proposal and six copies 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 LOCKBOX REMITTANCE PROCESSING SERVICES – TTC RFP 2015-04 LBOX"**

Both the Business Proposal and Cost Proposal must be provided in a PDF format on CD or DVD at the time of Proposal Submission.

The Proposal(s) are due Friday, December 18, 2015, by 5:00 p.m. PT and shall be delivered to:

Contracts Section  
Treasurer and Tax Collector  
500 West Temple Street, Room 437  
Los Angeles, California 90012  
Attn: Monica V. Allen

It is the sole responsibility of the submitting Proposer to ensure that its Proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any Proposals received after the scheduled closing date and time for receipt of Proposals, as listed in Subparagraph 7.2, RFP Timetable, will not be accepted and returned to

the sender unopened. Timely hand-delivered Proposals are acceptable. No facsimile or email copies will be accepted.

All proposals shall be firm offers and may not be withdrawn for a period of 270 days following the last day to submit proposals.

## **8.0 SELECTION PROCESS AND EVALUATION CRITERIA**

### **8.1 Selection Process**

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate, and select the successful proposal(s). The selection process will begin with receipt of the proposal on Friday, December 18, 2015.

Evaluation of the proposals will be made by an Evaluation Committee selected by the TTC. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective Contractor. All proposals will be evaluated based on the criteria listed below. All proposals will be scored and ranked in numerical sequence from high to low. The County may also, at its option, invite Proposers being evaluated to make a verbal presentation demonstrating their ability to perform services as identified in Appendix B, SOW. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

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

The recommendation to award a Contract will not bind the Board to award a Contract to the prospective Contractor.

The County retains the right to select a Proposal other than the Proposal receiving the highest number of points if the County determines, in its sole discretion, another Proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

### **8.2 Adherence to Minimum Requirements (Pass/Fail)**

The County shall review the Proposer's Organization Questionnaire/Affidavit - Exhibit 1A of Appendix D, Required Forms, and

determine if the Proposer meets the minimum requirements as outlined in Paragraph 3.0 of this RFP.

Failure of the Proposer to comply with the minimum requirements may eliminate its proposal from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present. The County may, at its sole discretion, ask any Proposer to supplement any proposal to provide clarification before County commences its evaluations by the Evaluation Committee.

### **8.3 Disqualification Review**

A proposal may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If a Department determines that a proposal is disqualified due to non-responsiveness, the Department shall notify the Proposer in writing. Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

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

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

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

Proposer can also be disqualified for non-responsibility – see Subparagraph 5.8.

## **8.4 Business Proposal Evaluation and Criteria (80%)**

Any reviews conducted during the evaluation of the proposal may result in a point reduction.

### **8.4.1 Proposer's Qualifications (20%)**

Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in Section B.1 of the proposal.

Proposer will be evaluated on the verification of references provided in Section B.2 of the proposal. In addition to the references provided, a review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on the County or other contracts. This review may result in point deductions up to 100 percent of the total points awarded in this evaluation category. Additionally, a review of terminated contracts will be conducted which may result in point deductions.

A review will be conducted to determine the significance of any litigation or judgments pending against the Proposer as provided in Section B.3 of the proposal.

A review of Proposer's proof of insurability that meets all insurance requirements set forth in Appendix A, Sample Contract, Subparagraphs 8.24 and 8.25 as provided in Section B.4 of the Proposal. If a Proposer does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Proposer be selected to receive a Contract Award may be submitted with the Proposal.

A review of Proposer's applicable licenses and/or permits as provided in Section B.5 of the Proposal.

### **8.4.2 Proposer's Approach to Providing Required Services (40%)**

The Proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in Section C of the proposal.

#### **8.4.3 Quality Control Plan (10%)**

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this Contract are provided as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system of all services listed on the PRS based on the information provided in Section D of the proposal.

#### **8.4.4 Business Continuity Plan (10%)**

The Proposer will be evaluated on its ability to provide a written BCP for providing continuing services to the TTC in the event of an emergency that disrupts the Contractor's operations.

#### **8.4.5 Exceptions to Terms and Conditions of Sample Contract and/or Requirements of the Statement of Work (SOW)**

Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in the Sample Contract, Appendix C, and the Requirements of the SOW outlined in the SOW, Appendix A as stated in Section E of the proposal. The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

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

The Proposer's exceptions to Appendix A shall not be considered after the Proposal deadline. **The Proposers that do not make exceptions prior to the Proposal deadline waive their right to make any exceptions subsequent to the Proposal deadline.**

#### **8.5 Cost Proposal Evaluation Criteria (20%)**

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

However, should one or more of the Proposers request and be granted the Local SBE Preference, Transitional Job Opportunities Preference or the DVBE Preference the cost component points will be determined as follows:

**Local SBE Preference:** Eight percent of the lowest cost proposed will be calculated and that amount will be deducted from the Cost submitted by all Proposers who requested and were granted the Local SBE Preference up to the maximum of \$50,000.

**Transitional Job Opportunities Preference:** Eight percent of the lowest cost proposed will be calculated and that amount will be deducted from the Cost submitted by all Proposers who requested and were granted the Transitional Job Opportunities Preference.

**DVBE Preference:** Eight percent of the lowest cost proposed will be calculated and that amount will be deducted from the Cost submitted by all Proposers who requested and were granted the DVBE Preference up to the maximum of \$50,000.

In no case shall any Preference be combined to exceed eight percent in response to any County solicitation.

## **8.6 Department's Proposed Contractor Selection Review**

### **8.6.1 Departmental Debriefing Process**

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

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

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Subparagraph 8.6.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

## 8.6.2 Proposed Contractor Selection Review

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

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

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
  - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
    - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
    - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
    - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
  - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended Contractor.
  - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.

- d. Another basis for review as provided by state or federal law.
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive, and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Contract Award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review (see Subparagraph 8.7 below).

#### **8.7 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 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).
3. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision; and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Subparagraph 8.6.2 above.

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

**APPENDIX A  
STATEMENT OF WORK**

**LOCKBOX REMITTANCE PROCESSING  
SERVICES**

# **APPENDIX A – STATEMENT OF WORK**

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## **1.0 SCOPE OF WORK**

### **Introduction**

The County of Los Angeles (County) Treasurer and Tax Collector (TTC) is seeking proposals from highly experienced firms to provide efficient and automated Lockbox Remittance Processing (Lockbox) Services to manage the property tax business lines, i.e., secured and unsecured related remittances. The Lockbox Services shall be a vendor hosted solution that will process deposits timely and provide same-day remittance documents and payment information to the TTC. The solution shall have the capabilities to process all incoming payments, send electronic deposit files to multiple banks, and provide daily uploads of remittance data including payment files to the TTC. A secure Web Portal must be provided to the TTC for same-day detailed payment and remittance information access and to allow for prompt resolution of any remittance exceptions. Remittance exceptions shall be processed according to the TTC's specifications for prompt viewing and resolution of such exception items.

### **Background**

Originally, the TTC's in-house lockbox operations primarily focused on remittances for current and delinquent property taxes. Over the years, the TTC expanded its remittance processor responsibilities to include amounts owed to other County departments. Today, the TTC processes a minimum of 8.4 million payment stubs and checks each year totaling approximately \$14.5 billion. The majority of remittances received by the TTC are via mail-in collections. For informational purposes only, Attachment 1 illustrates the TTC's long-term secured tax collection trends by source for Fiscal Years (FY) 2007 through 2015.

In December 2014, the TTC undertook a Request for Information (RFI) for the purpose of obtaining the lockbox remittance processing information from the vendor community. The intent of the RFI was to research the marketplace and explore alternative solutions to maximize efficiencies through the latest technologies and innovations. After reviewing information received and conducting further research, the TTC determined to release a Request for Proposals solicitation for Lockbox Remittance Processing Services for the property tax business lines only, which includes secured and unsecured related remittances. The majority of property tax remittances are recurrent and processed during two annual peak seasons. The past three FYs of property tax remittance volumes and peak processing seasons are provided in Attachment 1A.

### **TTC's Lockbox Remittance Process**

The TTC currently receives and processes mail from the United States Postal Service (USPS), United Parcel Service, FedEx, and/or other commercial mail couriers. The TTC uses Post Office (P.O.) Boxes to assist in sorting. Each

envelope typically contains payment stubs with scan lines and checks. Depending on the contents (a single remittance, multiple remittances, correspondence, etc.), the TTC opens mail either using high-speed equipment or manually by staff to extract remittances and prepare them for processing. Once prepared, the TTC processes the remittances on transports/sorters where they are scanned and imaged. The TTC creates Automatic Clearing House/Image Cash Letter (ACH/ICL) files and transmits them to the TTC's contracted banks for deposit credit. In addition, the TTC generates remittance files for each business line/Client in order to credit each respective account receivable system. If, during remittance processing, the TTC identifies an Exception Remittance, the TTC initiates a hold on the remittance and conducts a review to determine how the remittance should be directed and/or whether the remittance can be accepted and deposited or returned to the payer. The TTC identifies approximately 75 percent of Exception Remittances within 24 hours.

## **Purpose**

The purpose of this Contract is for the TTC to partner with one firm to assume the lockbox processing, depositing, and exception research for the property tax business lines, i.e., secured and unsecured related remittances. The Lockbox Services Contractor shall maximize efficiencies for check payment processing, capturing, and depositing all payment stubs and checks. The Contractor shall provide a vendor hosted solution that will process timely deposits and provide same-day remittance documents and payment information to the TTC. The Contractor shall also provide to the TTC a secure Web Portal to access relational database(s) or other technical means to provide a robust and user-friendly reporting environment. The Contractor shall generate and send electronic deposit files to multiple banks and provide daily uploads of remittance data including payment files to the TTC.

## **2.0 DEFINITIONS**

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

- 2.1 Assessor's Identification Number (AIN):** A ten-digit number assigned by the Assessor to each piece of real property in the County. The TTC uses the AIN on secured tax bills and correspondence to identify real property.
  
- 2.2 Annual Secured Property Tax Bill:** A bill for real property and some types of personal property or intangible interests (i.e., mobile homes or possessory interest) that is generated annually and mailed no later than November 1<sup>st</sup>. The bill amount is divided into two equal installments, which may be paid all at once before December 10, but at a minimum, at least half must be paid

before December 10 and the remainder before April 10 to be considered timely (see Attachment 2, A).

- 2.3 Annual Unsecured Property Tax Bill:** A bill for personal property (e.g., boats, business equipment, etc.) that is generated annually and mailed beginning in March; all bills must be mailed before June 30, paid in full by August 31 to be considered timely (see Attachment 2, I). Each bill is assigned a bill number associated with the year the bill was issued bill numbers change each year.
- 2.4 “Auth” Bill:** The term used to describe weekly billings on the Unsecured Tax Roll to describe unsecured adjusted, supplemental assessments or escape assessments. These types of billings are generated during the period of August through May and have various due dates (see Attachment 2, J).
- 2.5 Client Numbers:** The methodology used to distinguish between various property tax business lines (see Attachment 1A).
- 2.6 Contract:** An Agreement executed between the County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work (SOW).
- 2.7 Contractor:** The sole proprietor, partnership, or corporation that has entered into a Contract with the County to perform or execute the work covered by the SOW.
- 2.8 Contractor’s Contract Administrator:** The individual designated by the Contractor as principal officer to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor’s Contract Manager.
- 2.9 Contractor’s Contract Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract Award.
- 2.10 Contractor’s Financial Manager:** The individual designated by the Contractor to have full authority to act on behalf of the Contractor in all matters related to invoicing under the Contract after the Contract Award.
- 2.11 County:** County of Los Angeles.
- 2.12 County’s Contract Administrator:** The individual designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County’s Contract Manager.

- 2.13 County's Contract Manager:** The individual designated by the County's Contract Administrator to manage the operations under this Contract. An alternate Contract Manager designated by the County shall be referred to as Alternate Contract Manager.
- 2.14 County's Contract Monitor:** The individual with responsibility to oversee the day-to-day activities of this Contract such as performing inspections of any and all tasks, deliverables, goods, services, and other work provided by the Contractor.
- 2.15 Damaged Checks:** Checks that at some point during the USPS processing become torn or frayed.
- 2.16 Day(s):** Business day(s) unless otherwise specified.
- 2.17 Defaulted:** The term applied to real property tax bills that are not paid by their original due date and remained delinquent at the end of the next FY.
- 2.18 Delinquent:** The term applied to secured and unsecured tax bills that have not defaulted at FY end, but were not paid by their original due date.
- 2.19 Documentation:** All of Contractor's training course materials, system specifications and technical manuals, and all other user instructions regarding the capabilities, operation, and use of the Services including, but not limited to, the Web Portal, online help screens contained in the Web Portal, and any revisions, supplements, or updates thereto.
- 2.20 Escape Assessment:** A bill generated throughout the year for prior year assessments for either secured or unsecured property tax bills that "escaped" assessment in the prior year (i.e., a property owner fails to report construction, a change in ownership, an erroneous refund, or a County error.)
- 2.21 Exception Remittance:** A remittance that requires additional action before the TTC will post a deposit.
- 2.22 Four-Pay Plan:** Payment plans for taxpayers who were billed for an escape assessment on either secured property or unsecured property and request to repay the taxes over a four-year period. The Four-Pay Plan application is a golden-rod colored document for secured property and a blue colored document for unsecured property and is included as an insert in the escaped assessment mailing respectively.
- 2.23 FY:** Fiscal Year, the period from July 1 through June 30 for any year (i.e., July 1, 2015, through June 30, 2016, is the FY 2015-2016).

- 2.24 Ghost Stub:** Ghost stub is an image of a tender in a Tagged Image File Format. The stub is used in lieu of cash tender.
- 2.25 Installment Plan of Redemption (Five-Pay Plan):** A payment plan for taxpayers who request to re-pay defaulted real property, secured taxes over a five-year period.
- 2.26 Loose Articles:** Mail pieces found loose in a USPS office.
- 2.27 Notice of Delinquency:** An annual notice generated to remind taxpayers that their secured property taxes are delinquent and will default on July 1 if payment is not received by June 30 (see Attachment 2, D).
- 2.28 Notice of Enforcement (NOE):** A notice generated to taxpayers when annual, escape assessments, adjusted unsecured property tax bills or secured bills “rollover” to the Unsecured Tax Roll which are not paid by the due date. This notice alerts the taxpayer that the outstanding base tax, a 10 percent penalty, and a \$20.00 collection cost are now due (see Attachment 2, L).
- 2.29 Notice of Lien (NOL):** A notice generated to taxpayers when annual, escape assessments, adjusted Unsecured tax bills, or secured tax bills “rollover” to the Unsecured Tax Roll which are not paid by the NOE due date. This notice alerts the taxpayer that the TTC has filed a Certificate of Tax Lien, in which the outstanding base tax has begun to accrue at 1.5 percent per month in additional penalties, a one-time collection cost of \$29.00 has been imposed, and are now due (see Attachment 2, M).
- 2.30 Non-Money Correspondence:** Mail received without a remittance.
- 2.31 Payment Activity Notice:** An annual notice that informs taxpayers that their secured property tax bill first installment has either not been paid or partially paid or was paid after the delinquency date (see Attachment 2, C).
- 2.32 Peak Season:** The period of time during which the remittance processing volumes increase due to an approaching delinquent date. See Attachment 1A for peak processing periods.
- 2.33 Penalty Cancellation Secured Property Tax Bills:** Bills containing a Protect Date which allows a taxpayer to pay a remittance(s) by a certain date without penalties applied to the parcel(s).
- 2.34 Performance Requirements Summary (PRS):** Identifies the key performance indicators of the Contract that the County will evaluate to assure that the Contractor (as specified in Paragraph 11, PRS) meets the Contract performance standards.

- 2.35 Pre-Collects:** Estimated remittances collected by the TTC in advance of the assessment or creation of the tax bills for the current FY.
- 2.36 Pretty Good Privacy (PGP):** A computer program used for encrypting and decrypting texts, emails, files, directories, and whole disk partitions to increase the security of email communications over the Internet. It can also be used to send an encrypted digital signature that lets the receiver verify the sender's identity and know that the message was not changed in route.
- 2.37 Protect Date:** A Protect Date is the date through which a bill may be paid without penalty from the date of printing.
- 2.38 Quality Control Program:** All necessary measures taken by the Contractor to ensure that the quality of service will meet the Contract requirements regarding timelines, security, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in this SOW.
- 2.39 Rollover:** The term that explains that certain types of secured property taxes (i.e., unpaid mobile home and possessory interest tax bills) transfer to the Unsecured Prior Year Roll. Any unpaid secured real property tax bills transfer to the Secured Defaulted Tax Roll and unpaid unsecured property taxes transfer to the Unsecured Prior Year Roll (UPR), when they remain unpaid as of June 30.
- 2.40 Secured Defaulted Tax Roll:** The term used to define the database containing the annual, adjusted, and escape assessments for real property tax bills that were not paid by July 1 in the year they were issued. The database contains the billing name, billing address due dates, amounts due, payment history, and where payments for these billings are applied. This database is searchable by AIN.
- 2.41 Secured Tax Roll:** The term used to define the tax database containing the annual, adjusted, and escape assessments for property tax bills for real property, mobile homes, and possessory interest for the current year. The database contains the billing name, billing address due dates, amounts due, payment history, and where payments for these billings are applied. This database is searchable by name, billing address, or AIN.
- 2.42 Secure Shell (SSH) File Transfer Protocol (SFTP):** File transfer protocol to access securely and transfer files over a secure tunnel.
- 2.43 Signature Mail:** Mail received from the USPS that has a unique tracking number to identify that specific item and requires a signature upon receipt (Certified Mail).

- 2.44 Statement of Prior Year Taxes:** A bill for defaulted taxes that is generated whenever a partial payment is applied to defaulted secured taxes, or when defaulted taxes are adjusted, and on an annual basis to notify taxpayers that they have outstanding defaulted taxes (see Attachment 2, O).
- 2.45 Substitute Tax Bill:** A bill issued by the TTC or the Office of the Assessor upon request for secured and unsecured property taxes for the purpose of making payments (see Attachment 2, E and K respectively).
- 2.46 Supplemental Bill:** A bill for secured property taxes generated throughout the tax year with various due dates (see Attachment 2, F). Supplemental taxes may also be billed on the Unsecured Tax Roll, if the property owner sold the property prior to the generation of the assessment.
- 2.47 Tax Sale Redemption Payment:** A remittance that is tied to a parcel scheduled for a tax sale; these remittances may not be processed (deposited) without direction from the TTC.
- 2.48 The Treasurer and Tax Collector:** The Department Head of the County's TTC or his or her designee.
- 2.49 TTC:** As used herein, the acronym "TTC" shall mean the County of Los Angeles Treasurer and Tax Collector, as a department.
- 2.50 Unable to Process Checks:** Checks received that cannot be deposited because they are missing pertinent information, i.e. no account/routing number, no remittance amount, and/or no signature.
- 2.51 Unidentified Payment:** A remittance which lacks sufficient documentation to determine a taxpayer's payment intent. Most often, it is a remittance which contains a check, but neither a payment stub nor a notation on the check.
- 2.52 Unidentified Payment System (UPS):** The database designed to track unidentified remittances that require additional review prior to applying a secured property or an unsecured property item.
- 2.53 Unsecured Prior Year (UPR):** The term used to define the prior year unsecured tax database containing the unsecured annual, adjusted, and escape assessments for unsecured personal property that was not paid by June 30 following the original delinquency date, and the defaulted mobile homes, and possessory interest tax bills that rolled over from the Secured Tax Roll. The database contains the billing name, billing address due dates, amounts due, payment history, and is where payments for these defaulted billings are applied. This database is searchable by name, bill number, or if applicable, AIN.

- 2.54 UPR Tax Bill:** An unsecured property tax bill that was not paid by the end of the FY, following the delinquency date, or a secured property tax bill that was not paid by June 30, and rolled over to the UPR tax roll (i.e., mobile homes or possessory interest).
- 2.55 Unsecured Tax Roll:** The term used to define the unsecured tax database containing the unsecured annual, and “Auth Bills” for unsecured personal property tax bills. The database contains the billing name, billing address due dates, amounts due, and payment history and is where payments for these defaulted billings are applied. This database is not searchable. However, accounts can be located by year and bill number. The database designed to process unsecured property tax remittances for the current tax roll year.
- 2.56 Web Portal:** The Contactor’s secure Web Portal by which the TTC shall access same-day detailed remittance and payment information including data transmission files and reports in Portable Document Format (PDF) or other electronic format as specified by the TTC. The Web Portal shall be used for administering the TTC users’ access, report printing, lockbox business line approvals, and viewing of real-time status and statistics of lockbox processes activities.

### **3.0 SPECIFIC WORK REQUIREMENTS**

#### **3.1 General Lockbox Services**

The general scope of work that the Contractor shall perform under this includes, but not be limited to, providing services and necessary products to design, develop, test, implement, maintain, and support Lockbox Services for the property tax business line, which shall meet all of the business, functional, reporting, and performance requirements set forth in this Appendix A, SOW. Samples of the proposed property tax remittances are provided in Attachment 2, A through R. However, the TTC does not guarantee a minimum or maximum workload of general Lockbox Services.

#### **3.2 Additional Lockbox Services**

Subsequent to Contract Award, the Contractor may be required to perform additional Lockbox Services than those indicated in this SOW, as directed by the TTC. Pricing for any additional Lockbox Services shall be in accordance with Exhibit B, Pricing Schedule. The Contractor shall provide additional Lockbox Services that are similar in scope to those listed on Exhibit B, for the price listed on Exhibit B. If the TTC agrees that a service is not similar to a service listed on Exhibit B, the TTC may negotiate a price specific to that service. If a price is successfully negotiated, a description of the additional service and price shall be incorporated into Exhibit B, Pricing Schedule, through the Change Notice process. If a price is not successfully

negotiated with the Contractor, then the TTC may, under its sole discretion, direct another vendor to perform the additional services outside of this Contract.

### **3.3 Mail Processing**

The Contractor shall be required to perform the following duties:

#### **A. Mail Receiving**

On a daily basis, the Contractor shall pick up or receive all mail, including Signature/Certified mail from a USPS office located within the County.

#### **B. Mail Sorting**

For the processing of payments, the Contractor shall sort the mail by business line/Client (see Attachment 1A) and generally should not comingle with other business line/Client mail. The Contractor shall use its own P.O. Box(es) with the TTC's approval or any other recommended mail sorting convention to achieve the sorting of mail.

#### **C. Returned Mail Process**

In the event the Contractor receives any mail that the TTC sent, as undeliverable by the USPS, the Contractor shall advise the TTC to determine how to handle the items.

#### **D. Non-Money Correspondence**

Upon receipt of this type of mail piece, the Contractor shall scan all contents of the mail piece and place those images on the Web Portal page for the TTC's Subject Matter Experts (SMEs) to process. The Contractor shall also retain all original hard copies until the TTC has reviewed the Web Portal images and confirmed that they are acceptable. The TTC may require the Contractor to mail the non-money correspondence back to the taxpayer at the Correspondence Handling rate plus postage in accordance with Exhibit B, Pricing Schedule.

#### **E. Loose Articles**

The USPS Loose Article Unit places these items in an envelope and forwards them to the TTC. If the Contractor receives a Loose Article, it shall process the remittance according to normal procedures, including

the Delinquency Date Review and Process indicated below in Subparagraph 3.3, J.

#### **F. Damaged Checks**

If the Contractor receives a damaged check, it shall process the remittance according to normal procedures. If the damage is so severe that the Contractor is unable to process the check, the Contractor shall scan an image of the item into the Web Portal and advise the TTC's SME(s) that the item was received and scanned. The TTC will contact the remitter and advise the Contractor when they can destroy the check. For estimated monthly mail-out counts, see Attachment 4. The TTC may require the Contractor to mail the damaged check and applicable correspondence back to the taxpayer at the Correspondence Handling rate plus postage in accordance with Exhibit B, Pricing Schedule.

#### **G. Unable to Process Checks**

If the Contractor receives a check that is missing pertinent information for processing, i.e., no remittance amount, signature, account/routing number, etc., the Contractor shall scan an image of the item on the Web Portal and advise the TTC's SME(s) that the item was received and scanned. The TTC will contact the remitter and advise the Contractor to destroy the check. For estimated monthly mail-out counts, see Attachment 4. The TTC may require the Contractor to mail the unable to process checks and applicable correspondence back to the taxpayer at the Correspondence Handling rate plus postage in accordance with Exhibit B, Pricing Schedule.

#### **H. Checks Received in Error (Other Entities' Remittances)**

If the Contractor receives a remittance payable to an entity other than the TTC, the Contractor shall return the remittance to the payer with a letter (see Attachment 3). For estimated monthly mail-out counts, see Attachment 4. The TTC may require the Contractor to mail the checks received in error and applicable correspondence back to the taxpayer at the Correspondence Handling rate plus postage in accordance with Exhibit B, Pricing Schedule.

#### **I. UPS**

If the Contractor receives a remittance without payment instructions (stub or correspondence) and is unable to determine the taxpayer's intent, the Contractor will perform research to identify where to apply

the remittance (see Subparagraph 3.4, Remittance Payment Research).

## **J. Delinquency Date Review and Process**

All tax bills and notices have a delinquency date that the remittance must be received by, or postmarked by the USPS by, or delivered by, an independent courier, that is approved by the Internal Revenue Service or the TTC (in accordance with the California Revenue and Taxation Code Section 2512 a) et seq., to be considered timely. Therefore, when processing remittances, the Contractor must review the postmark of each remittance after the delinquency date to determine if the remittance is timely. If the received date, postmark, or delivery through an approved delivery service, indicates a timely mailing, then the Contractor shall process the remittance as timely. If the postmark is after the delinquency date, or if there is no USPS postmark, or the payment was delivered after the required timeframe by an independent delivery service, the Contractor shall process the remittance using the date it received the remittance as the “received date” (see Attachment 5, Understanding Postmarks). The Contractor shall be required to check for delinquency dates for a three-week period after the effective delinquency date. The TTC may require special processing instructions for certain remittances received after the delinquency date and shall direct the Contractor to process payments in accordance with those instructions.

### **a. Penalty Cancellation Secured Property Tax Bills**

When issuing secured property tax bills after the delinquency date, without penalty, the system does not update the scan line; therefore, the due date is stamped on the bill stub. The TTC mails these bills with specialty return envelopes (see Attachment 6, page 2), which must be reviewed manually to determine timeliness. Upon receipt of a remittance with a penalty cancellation bill stub, the Contractor shall process the remittance as timely provided the remittance is received on or prior to the due date stamped on the bill stub (see Attachment 6, page 1). On average, the Contractor may receive approximately 275 remittances annually.

## **K. Mailed-in Cash Remittance Process**

If a taxpayer mails a cash remittance payment, the Contractor shall process the remittance using a Ghost Stub or substitute bill and deposit the remittance to the TTC's designated bank account. The Contractor shall send a record of remittance in the daily payment file.

### **3.4 Remittance Payment Research**

Pursuant to Subparagraph 3.3, I UPS, when the Contractor receives an unidentified payment, the Contractor shall be required to perform research to obtain pertinent information that is missing from the remittance instrument in an attempt to apply remittances correctly and promptly. After thorough research, if the Contractor is unable to identify payment, within one day of receipt, as listed below in Subparagraph 3.4, A through C, the Contractor shall proceed to instructions pursuant to Subparagraph 3.6, I UPS Process.

#### **A. Name Search**

The Contractor shall access the TTC's Secured Tax Roll and UPR database to search for parcel information based on the name on the remittance instrument. The TTC shall furnish instructions to Contractor upon Contract Award.

The Unsecured Tax Roll does not have name search capability; however, the Unsecured Roll is placed on Compact Disks that have search capability for the bill number, name, situs address, and billing address.

#### **B. Address Search**

The Contractor shall access the TTC's Secured Tax Roll database and UPR to search for parcel information based on the address provided on the remittance instrument. The TTC shall furnish instructions to Contractor upon Contract Award.

The Unsecured Tax Roll does not have address search capability; however, the Unsecured Roll is placed on Compact Disks that have search capability for the bill number, name, situs address, and billing address.

#### **C. AIN Search**

The Contractor shall access the Secured Tax Roll database to search parcel information based on the AIN provided on the remittance instrument. The TTC shall furnish instructions to Contractor upon Contract Award.

#### **D. Bank Account/Routing Number Search**

The Contractor shall access the TTC's document imaging system to search for historical remittance information based on the account and/or

routing number provided on the remittance instrument. The TTC shall furnish instructions to Contractor upon Contract Award.

#### **E. Bill Number**

The Contractor shall access the current Unsecured Tax Roll to search bill number information based on the bill and year provided on the remittance. Please note that bill numbers change every FY.

### **3.5 Lockbox Business Lines**

Currently, the TTC sorts business lines/Clients based on the return P.O. Boxes, which identifies the bill type. The TTC categorizes Property Tax bills into five different business lines/Clients, each having specific processing requirements. The Contractor may provide alternative business solutions to ensure proper processing of each of the five business lines/Clients as required by the TTC.

The current business lines/Clients are:

- Client 1 – Secured Property Taxes
- Client 2 – Unsecured Property Taxes
- Client 3 – Secured Defaulted Delinquent Taxes
- Client 4 – Mixed Taxes (Combination of Client 1, 2, and/or 3)
- Client 5 – Unsecured Prior Year Taxes

Remittances received will require handling based on the number of remittances as well as documents provided:

- Single: One check and one stub.
- Multiple: One check with multiple payment stubs, multiple checks with one payment stub, or multiple checks and multiple payment stubs.
- Check Only: Remittance received with a check and no stub. This may require the Contractor to conduct additional research if the AIN/Bill number is not listed on the check.
- Check and List: One check with no stubs, but includes a list (either paper listing or electronic file) of all bills intended to be paid by the check. The Contractor shall have the ability to process this check, applying the amounts indicated on the accompanying list.

- Unidentified Payment: For Clients 1, 2, 3, and 5, if the Contractor cannot identify a remittance, the Contractor shall process and post the payment to UPS.

There is specific logic for each business line/Client (see below), some of which is dependent upon the remittance status, i.e., whether or not the bill is current, delinquent, or defaulted.

Below is a description of the existing processing for each of the above business lines.

### **CLIENT 1 - Secured Property Taxes**

The Contractor shall process unpaid Annual, Adjusted, Adjusted Supplemental, and Supplemental Secured Property Tax Bills, which are not yet defaulted, but may be delinquent, as Client 1. Most of these bills are payable in two installments, each installment having a specific due date. Client 1 sample remittances are provided in Attachment 2, Page 1, Samples A through H. The following are various remittance scenarios:

- Taxpayers may pay a single tax bill or multiple tax bills. In most cases, the remittance amount (or sum of the remittance amounts if multiple checks are included) will match the stub amount (or sum of the stub amounts if multiple payment stubs are included).
- Taxpayers are permitted to make partial payments. If a taxpayer pays less than the amount of the bill, the Contractor shall adjust the stub amount during keying to match the remittance amount and process the partial payment. If there are multiple payment stubs and the remittance is less than the amount of the bill, the Contractor shall apply the shortage to last stub processed.
- On occasion, taxpayers overpay the amount due. If this occurs, the Contractor shall adjust the stub amount during keying to reflect the overpayment amount. If this remittance contains multiple payment stubs, the Contractor shall apply the overage to the last stub processed.

### **CLIENT 2 - Unsecured Property Taxes**

The Contractor shall process Annual and Auth Unsecured Property Tax Bills that are billed on the unsecured current year tax roll that may be delinquent, but have not transferred to UPR as Client 2. These bills are payable in a single installment. Client 2 is the most complex remittance to process because the Contractor must calculate a portion of the remittance

via its payment processing system. Client 2 sample remittances are provided in Attachment 2, Page 1, Samples I through N.

There are several subcategories of Client 2 based on the present status of the bill:

- Client 2 – Current: The bill has not yet defaulted and no enforcement action has been taken on the bill.
- Client 2 – NOE: If the bill is not paid by its due date, the taxpayer is sent an NOE and a \$20 fee is added to the bill in addition to a 10 percent penalty.
- Client 2 – NOL: If the bill is not paid within 60 calendar days of the due date, the taxpayer is sent an NOL and a \$29 fee is added to the bill. This fee is in addition to the \$20 NOE fee and the 10 percent delinquent penalty. At this stage, the bill will also begin accruing a 1.5 percent penalty per month.

Client 2 – Process current remittances as follows:

- Taxpayers may pay a single tax bill or multiple tax bills. In most cases, the remittance amount (or sum of the remittance amounts if multiple checks are included) will match the stub amount (or sum of the stub amounts if multiple payment stubs are included).
- Taxpayers are permitted to make partial payments. If a taxpayer pays less than the amount of the bill, the Contractor shall adjust the stub amount during keying to match the remittance amount and process the partial payment. If there are multiple payment stubs and the remittance is less than the amount of the sum of the multiple payment stubs, the Contractor shall apply the shortage to last stub processed.
- On occasion, taxpayers overpay the amount due. If this occurs, the Contractor shall adjust the stub amount during keying to reflect the overpayment amount. If this remittance contains multiple payment stubs, the Contractor shall apply the overage to the last stub processed.

Client 2 – Process delinquent remittances (NOE and NOL) as follows:

- Taxpayers may pay a single tax bill or multiple tax bills. In most cases, the remittance amount (or sum of the remittance amounts if multiple checks are included) will match the stub amount (or sum or the stub amounts if multiple payment stubs are included). These may be processed.

- Taxpayers are permitted to make partial payments. If a taxpayer pays less than the amount of the bill, the Contractor shall adjust the stub amount during keying to match the remittance amount and process the partial payment.
- On occasion, taxpayers overpay the amount due. If this occurs, the Contractor shall adjust the stub to reflect the overpayment amount. If this remittance contains multiple payment stubs, the Contractor shall apply the overage to the last stub processed.
- If the taxpayer pays the remittance after the original delinquency date, a 10 percent penalty is imposed. If the bill remains outstanding after three months from the delinquency date, state law requires that the TTC imposes a 1.5 percent additional penalty per month on the base tax. The Contractor's process shall calculate the amount of NOE and NOL fees and deduct these amounts from the amount paid. The Contractor shall then process the net remittance to the Remittance Posting File and report the fees on the Client 2 Fee Collection Report: NOE/NOL (see Attachment 7, page 6).
- In addition, in the Remittance Posting File, all delinquent records must be prefaced with an "\*" (see Attachment 8).

### **CLIENT 3 - Secured Defaulted Property Taxes**

The Contractor shall process defaulted secured real property taxes usually billed through Statement of Prior Year Taxes bills as Client 3. These bills have a specific due date and are issued weekly due to adjustments and on an annual basis (refer to Attachment 1A for volumes). Client 3 sample remittances are provided in Attachment 2, Page 2, Sample O. The following are various remittance scenarios:

- Taxpayers may pay a single tax bill or multiple tax bills. In most cases, the remittance amount (or sum of the remittance amounts if multiple checks are included) will match the stub amount (or sum of the stub amounts if multiple payment stubs are included).
- Taxpayers are permitted to pay partial payments. If a taxpayer pays less than the amount of the bill, the Contractor shall adjust the stub amount during keying to match the remittance amount and process the partial payment. If there are multiple payment stubs and the remittance is less than the amount of the bill, the Contractor shall apply the shortage to the last stub processed.
- On occasion, taxpayers overpay the amount due. If this occurs, the Contractor shall adjust the stub to reflect the overpayment amount. If

this remittance contains multiple payment stubs, the Contractor shall apply the overage to the last stub processed.

- The Contractor shall process remittances based on the amount received and the respective host system must calculate the penalty and fees when it processes the Remittance Posting File created by the remittance processing system.

#### **CLIENT 4 - Mixed Taxes (Multiple Clients with one check)**

The Contractor shall process remittances that are a mixture of Client 1, 2, or 3 categories into Client 4. The Contractor shall segregate the remittances based on the installment key, which identifies the client type.

The Contractor shall balance all remittances that are a mixture of more than one client before they are processed into Client 4. If the taxpayer does not include payment stubs, the Contractor shall print duplicate bills as the system will not be permitted to determine to which Client the remittance should be applied. The priority of remittance should be:

- Client 1
- Client 2
- Client 3 (if any)

The Contract shall apply any shortage or overage to the Client 3 remittance or, if there is no Client 3 remittance, to the Client 1 remittance.

#### **CLIENT 5 - Prior Year Unsecured Property Tax bills**

The Contractor shall process Unsecured Personal Property Tax Bills that have transferred to UPR and those bills that rollover from the Secured Tax Roll to UPR (i.e., mobile home and possessory internet bills) as Client 5. Sample remittances are provided in Attachment 2, Page 2, Samples P through R. The Contractor shall process UPR remittances as follows:

- Taxpayers may pay a single tax bill or multiple tax bills. In most cases, the remittance amount (or sum of the remittance amounts if multiple checks are included) will match the stub amount (or sum of the stub amounts if multiple payment stubs are included).
- Taxpayers are permitted to pay partial payments. If a taxpayer pays less than the amount of the bill, the Contractor shall adjust the stub amount during keying to match the remittance amount and process the partial payment. If there are multiple payment stubs and the remittance is less than the amount of the bill, the Contractor shall apply the shortage to last stub processed.

- On occasion, taxpayers overpay the amount due. If this occurs, the Contractor shall adjust the stub to reflect the overpayment amount. If this remittance contains multiple payment stubs, the Contractor shall apply the overage to the last stub processed.
- The Contractor shall process remittances based on the amount received and the Contractor's respective host system shall calculate the penalty and fees when it processes the Remittance Posting File created by the remittance processing system. For Client 5, the NOE and NOL fees do not need to be segregated.

### **3.6 Lockbox Processing**

#### **A. Daily Deposit Projection Process**

The Contractor shall provide a daily projection of the volume of work they anticipate processing. Pursuant to Subparagraph 3.9, C Envelope Count, the Contractor shall provide a daily projection on the Web Portal by 8:00 AM Pacific Time (PT). This will allow the TTC necessary information to forecast the day's revenue.

#### **B. Regular Mail Remittance Process**

The Contractor shall process all remittances within the same day of pickup from the USPS office. The Contractor is required to have high-speed equipment (minimum of 600 documents a minute) to process remittances. The Contractor shall use a unique identifier assigned by the TTC for all the processed remittances and corresponding image files. The TTC will use this identifier to locate specific remittances and image files for research purposes.

#### **C. Imaging/Scanning**

On a daily basis, the Contractor shall image and transmit to the TTC, all checks (front and back), payment stubs, and correspondence. For any delinquent taxes, the Contractor shall image and transmit all associated envelopes. The Contractor shall transmit all image files using SSH with PGP encryption protocols. All imaging and scanning must be completed at the Contractor's lockbox remittance processing facility located within the County.

The Contractor shall identify correspondence separately from checks and payment stubs. The TTC has an internal document workflow system and the Contractor shall duplicate and write into a separate file all images of correspondence and upload that file into the TTC's document workflow system. As such, the Contractor shall

electronically transmit, on a daily basis two data files. The first file shall contain images of checks, payment stubs, envelopes, and correspondence (see Attachment 9). The second file shall contain images of correspondence only (see Attachment 9). The Contractor shall index the images in both files based on the TTC's requirements.

#### **D. Check Only/Check-and-List**

If the Contractor receives a check without a stub (Check Only) or a check with a list of bills to pay (Check-and-List), the Contractor shall process the Check Only/Check-and-List remittances by accessing and researching remittances in the TTC's databases. In addition, the TTC currently has a process developed leveraging screen scraping to process Check Only/Check-and-List remittances. The TTC will provide the Contractor the necessary access and training to the relevant applications to meet this requirement.

#### **E. Signature/Certified Mail process**

The Contractor shall open, process, and scan all checks (front and back), payment stubs, envelopes, and correspondence contained within all Signature/Certified Mail received. During the scanning process, the Contractor's system shall have the functionality to read the tracking barcode on each Signature/Certified Mail's envelope and capture the tracking number contained in the barcode associated with the mail piece. The Contractor shall create an image for each mail piece and use the existing tracking number as an index field/keyword for the image. The Contractor shall electronically transmit all image files on a daily basis to the TTC using SSH with PGP encryption protocol.

#### **F. Capturing Process**

Taxpayers may send a single check and stub or multiple checks and/or payment stubs. When processing checks, the Contractor shall endorse each check. The endorsement may be a physical or virtual endorsement. If the Contractor uses a physical endorsement (i.e. the Contractor actually prints the endorsement on the check), the Contractor shall endorse the check prior to imaging so that the image shows the actual endorsement. A virtual endorsement is one where the Contractor does not physically print the endorsement on the back of the check, but shows the endorsement on the captured image of the check. The endorsement shall include the following language: "FOR DEPOSIT ONLY - LA COUNTY TTC." In completing the endorsement requirement, the Contractor shall also include the process date, batch number, sequence number, process date (in Julian date format), and

Client number. The Contractor shall transmit the images of the required items to the TTC electronically for further processing.

The Contractor shall have software that can read and compare the Legal Amount Recognition and Courtesy Amount Recognition of the check(s) and compare this to the amount on the stub(s). If there are multiple checks and/or payment stubs, the Contractor shall ensure that checks and payment stubs balance; otherwise, the Contractor must key the item for review and reconciliation. Partial remittances are generally accepted and to process appropriately this type of payment, the Contractor shall overwrite the stub amount to match a partial remittance amount.

### **G. Foreign Check Process**

The Contractor shall process and deposit all checks drawn on Foreign Banks. If the check denomination is not United States Dollars, the Contractor shall deposit the remittance and provide the amount of the remittance in foreign currency on the Foreign Item Report (see Attachment 7, page 15).

### **H. Payments Rejected by Keyers**

When balancing transactions, the Contractor's keyers are permitted to have the discretion to reject payments for various reasons such as unable to balance a payment. However, in these instances, the Contractor must research and process rejected payments within one day from the time the Contractor rejects the transactions. If the Contractor is unable to resolve the reason for a rejected payment, the Contractor shall post the remittance to the TTC's UPS see Subparagraph 3.6, I UPS Process, below for further information.

### **I. UPS Process**

After thorough research in the various TTC applications, if the Contractor is unable to identify where to apply a remittance, the Contractor shall deposit the payment as a suspense item for the TTC and submit the payment to post into the TTC's UPS. This will require the vendor type the name of the remitter, the remittance address, and dollar amount of the remittance into the UPS. The next business day, the Contractor shall run a report of all items posted to UPS and generate a UPS letter, for each remittance posted with the exception of those items listed under Subparagraph 3.8, Exceptions. The Contractor shall mail each letter to the payer, with a TTC return address, requesting additional information to identify where the remittance shall be applied and include a copy of the check in question

with the account and routing number redacted (see Attachment 10). For estimated monthly mail-out counts, see Attachment 4. The TTC will process any UPS letters that are returned with additional information. The responses to these letters will be processed by the TTC.

**J. Address Change Request on the Back of the Tax Bill Process**

When processing remittances, the Contractor’s system shall have the functionality to read the "Mark Sense" checkbox for Address Change Requests located on the front of remittance payment stubs. The Contractor shall forward these payment stubs to the TTC for further processing.

**3.7 Check Processing**

**A. Daily Deposit Process**

The Contractor shall submit multiple deposits, on a daily basis, and shall describe their preferred use of deposit format (i.e. ACH, ICL, etc.). It is highly desirable for the Contractor to sort and separate deposit files based on the TTC’s contracted banks so that the Contractor may deposit “On-Us” checks directly to each respective bank. The Contractor shall reconcile all deposit files with production work prior to submission. Discrepancies must be reconciled same day to avoid any deposit delays.

At a minimum, the daily bank deposits must conform to the same day credit requirements from the banks as depicted below (all times are PT). The Contractor may increase frequency of daily deposits, with the advanced approval by the TTC. The TTC reserves the right to change the daily bank deposits schedule:

<b>Bank</b>	<b>1<sup>st</sup> Consolidation</b>	<b>2<sup>nd</sup> Consolidation</b>
Bank of America	ACH / ICL 3:00 PM	ICL 8:00 PM
Bank of the West	ICL 3:00 PM	ICL 8:00 PM
JP Morgan Chase	ICL 3:00 PM	ICL 8:00 PM
Union Bank	ICL 3:00 PM	ICL 8:00 PM
Wells Fargo	ICL 3:00 PM	ICL 8:00 PM

The Contractor shall provide online reports through the Web Portal for each deposit as well as image files and Remittance Posting Files transmitted electronically to the TTC to update the TTC’s internal systems (see Attachment 7, pages 1-3).

## **B. Daily ACH/ICL Returned Process**

If the Contractor deposits items as ACH, the Contractor shall re-deposit select ACH rejects as paper items based on the associated Reject Codes as instructed by the TTC in Attachment 11. For reconciliation purposes, the Contractor shall process and re-deposit select ACH rejects the same day received. The Contractor shall provide the TTC a summary electronic report of the re-deposited items (see Attachment 7, page 9). The Contractor shall also provide a daily summary report, in real-time and through the Web Portal, with a breakdown of the rejects and final returns (see Attachment 7, page 8).

If the Contractor deposits items as ICL, the Contractor shall re-deposit the Non-Conforming Image (NCI) rejects as paper items. For reconciliation purposes, the Contractor shall process and re-deposit NCI rejects the same day received. The Contractor shall provide the TTC a summary electronic report of the re-deposited items (see Attachment 7, page 10). The Contractor shall also provide a daily summary report, in real-time and through the Web Portal, with a breakdown of the NCI rejects.

## **C. ACH/ICL Processed Check Shredding Process and Retention Period**

The Contractor shall retain all processed checks for 30 calendar days. After 30 calendar days, the Contractor shall shred the checks internally or shall use a bonded shredding company to shred the processed checks. The TTC may require proof of destruction.

### **3.8 Exceptions**

#### **3.8.1 UPS Exceptions**

The following items are provided as example of items that should not be processed by the Contractor as they require special handling. Although the TTC uses segregated mailboxes for these items, should the Contractor receive these types of payments the following should occur: 1) the Contractor shall deposit the remittance into UPS without sending an Unidentified Payment letter, 2) the Contractor shall scan the check and related documents, post to the Web Portal for review, and 3) forward the original correspondence to the TTC in a manner acceptable to the TTC.

## **A. Bankruptcy Remittances**

The TTC receives bankruptcy remittances from 1) U.S. Bankruptcy Court appointed trustees for bankruptcy Chapter 7 and 13 cases, and 2) individual taxpayers/debtors for bankruptcy Chapter 11 cases. The trustees and debtors provide the bankruptcy and/or parcel numbers on the checks for identification (see Attachment 12). If the Contractor receives a remittance intended for a parcel included in a bankruptcy case, the Contractor shall deposit the remittance into UPS (Client 3) without sending an Unidentified Payment letter, post the correspondence to the Web Portal and forward the original correspondence to the TTC.

## **B. Installment Plan of Redemption (Five-Pay Plan) Application and Remittance**

If the Contractor receives a Five-Pay Plan application and remittance, the Contractor shall deposit the remittance in the UPS Client 3 and forward the application to the TTC (see Attachment 13). The Contractor shall post the remittance to UPS (Client 3).

## **C. Four-Pay Plan Program - Secured**

If the Contractor receives a Secured Four-Pay Plan Program application, the Contractor shall deposit the remittance in the UPS Client 1 and forward the application to the TTC (see Attachment 14).

## **D. Four-Pay Plan Program - Unsecured**

If the Contractor receives payment with an Unsecured Four-Pay Plan Program application, the Contractor shall deposit the remittance in the UPS Client 5 and forward the application to the TTC (see Attachment 15).

## **E. Bulk Transfer**

If the Contractor receives a payment with a pre-collect remittance, the Contractor shall deposit the remittance in the UPS Client 3 and image the correspondence (see Attachment 16).

## **F. Manufactured/Mobile Home**

If the Contractor receives a payment with a pre-collect remittance, the Contractor shall deposit the remittance in the UPS Client 5 and image the correspondence (see Attachment 17).

## **G. Seizures**

If the Contractor receives a payment with any Notices of Seizure for Taxes (see Attachment 18, Page 2), Freeze Funds Letter (see Attachment 18, Page 3), and/or Tax Payer Letter (see Attachment 18, Page 4) the Contractor shall deposit the remittance in the UPS Client 5 and shall image the correspondence.

### **3.8.2 Non-UPS Exceptions**

The following items are provided as example of items that should not be processed by the Contractor as they require special handling. Although the TTC uses segregated mailboxes for these items, should the Contractor receive these payments, the following should occur: 1) the Contractor shall not deposit the remittance, and 2) instead, the Contractor shall scan the check and related documents, post to the Web Portal for review, and 3) forward the original correspondence to the TTC in a manner acceptable to the TTC.

#### **A. Tax Sale Redemption Payment**

Throughout the year, the TTC may decline depositing a remittance for a parcel scheduled for a tax sale if said remittance is 1) any instrument other than a bank-issued certified check or cash, and 2) made within six months of a tax sale. To assist the Contractor in identifying this population, the TTC will periodically submit a file to the Contractor, which will contain a list of parcels for which a remittance must be made by either a bank-issued certified check or cash (see Attachment 19). If the Contractor receives a remittance for any parcel as described above, the Contractor shall not deposit, but rather post the following information for each remittance to the Web Portal before close of business on the day of receipt:

- Name of Payer
- Copy of the Check
- Parcel Number

- Check Number
- Check Amount

The TTC will follow up by instructing the Contractor to either deposit the remittance or return it and any associated correspondence to the payer/sender.

## **B. Special Circumstance Remittances**

On occasion, the TTC may need to decline one or more remittances not related to the categories above. To assist the Contractor in identifying those remittances, the TTC will provide information relevant and sufficient to allow the Contractor to recognize each remittance. If the Contractor receives a Special Circumstance Remittance, the Contractor shall not deposit, but rather post the following information for each remittance to the Web Portal before close of business on the day of receipt:

- Name of Payer
- Copy of the Check
- Parcel Number
- Check Number
- Check Amount

The TTC will follow up by instructing the Contractor to either deposit the remittance or return it and associated correspondence to the payer/sender.

## **3.9 Required Reports and Reconciliation**

The Contractor shall provide the TTC, through the secure Web Portal, a robust and user-friendly reporting environment to include, but not limited to, the following reports:

### **3.9.1 Recap Reports**

During any Lockbox Services, the Contractor shall provide via Web Portal the ability to view real-time production statistics that accurately portray the status of a given Lockbox Services. In addition, the vendor shall provide online access via the Web Portal to Daily Recap Reports. The function of such online reports will be to serve as daily summaries of productivity on Lockbox Services and the data/information contained on such reports will be static as of that given day. The TTC may require access to such reports, including statistical data, for up to one year after the completion of that Lockbox

Services; thereafter, Contractor shall be required to archive all documents pursuant to Subparagraph 3.11, Archiving and Retention, of this SOW.

## **A. Daily Reports**

The Contractor shall have the ability to produce various daily reports (see Attachment 7, pages 1 - 15) via the Web Portal substantially similar, but not limited to, the reports listed below. In addition, the Contractor shall provide the daily online reports to the TTC by 7:30 AM PT on the following day. Failure to meet the deadlines may subject the Contractor to penalties per the TTC's PRS. For functionality requirements, see Subparagraph 3.10, Web Portal, Reporting.

1. Deposits by Bank Report by Consolidation: total deposit by bank with breakdown of total ACH, ICL, and paper deposit for each consolidation.
2. Deposits by Bank Report (Consolidation-All): provide in the same format as the Deposits by Bank Report by Consolidation. In addition, the TTC shall have the ability to view the report's deposit status real-time.
3. Site Deposit Recap Report (Clients 1-5, Consolidation-All): total deposit by Client.
4. Client 4 (Mixed Tax) Report: When taxpayers pay multiple clients on one check (e.g. pays Client 1 and Client 3 property taxes on the same check), provide a breakdown to record collection to appropriate Clients.
5. Fee Collection Report: NOE/NOL
6. Suspense Dollars Report: total deposit by Client.
7. Summary of Rejects vs. Final Returns: for each bank (the total must agree with total bank debit).
8. Summary of Redeposit of Rejected Items: for each bank.
9. ICL Non-Conforming Image Rejected Item List
10. Host File Batch Summary Report by Consolidation - Client 2 Unsecured

11. Host File Batch Summary Report by Consolidation - Client 5  
Unsecured Prior

12. Foreign Item Report

## **B. Balancing Files**

The Contractor shall balance the total of all bank deposit files with the total of the remittance files before releasing the remittance files to the TTC. If there are any discrepancies, the Contractor shall post a notification on the Web Portal, research, and resolve the discrepancies within one business day. The Contractor shall transmit the bank deposit files to the TTC's contracted banks in accordance with Subparagraph 3.7 A, Daily Deposit Process. The Contractor shall always release balanced remittance files to the TTC. Under no circumstances, shall the Contractor release unbalanced remittance files. In addition, any delay in processing and transmitting the bank deposit files to the banks may subject the Contractor to penalties.

## **C. Envelope Count**

Currently, the TTC calculates an estimated collection total each day based on mail envelope counts received and estimated to receive. The Contractor shall report envelope counts which will include hold over from the prior business night and count of current day envelopes as of 7:45 AM PT or provide any other process which will assist in determining an estimated daily collection amount. The information shall be available via the Web Portal as of 8:00 AM PT (see Attachment 7, page 16, for a representative sample report). This information along with other processing operations data will be used by the Cash Management Division of the TTC to project daily deposit amounts to County's various contract banks.

## **D. Daily Statistics**

The Contractor shall report the total of all checks/envelopes it processed for the day or provide any other data process which will assist in determining estimated future deposit projections. By 5:00 PM PT of each day, the Contractor shall send the statistics for that day to the TTC (see Attachment 7, page 17). The report shall be available via the Web Portal.

## **E. Month End Statistics**

The Contractor shall report the monthly statistics of all checks processed for the month or provide any other data process which will assist in recordkeeping, as well as estimating future deposit projections. This report (see Attachment 7, page 18) is due on the second business day after the end of the month for which the statistics are being reported. The report shall be available via the Web Portal.

### **3.9.2 Customized Reports**

Upon the TTC's request, the Contractor shall generate customized, ad hoc reports. Programming fees for customized reports shall be in accordance with Exhibit B, Pricing Schedule.

### **3.10 Web Portal**

The Contractor shall establish a secure Web Portal that provides the following functionalities:

#### User Management

- Provide administrative access to add/modify/delete user accounts for secure portal access;
- Provide ability to assign permissions for individual user accounts;
- Provide ability for all accounts to have individual ownership to ensure system access accountability;
- Provide a Web Portal which has granularity of information access so users can be provided only with access to information they need to know; and
- Ensure that when County staff is provided access to any system including, but not limited to a Web Portal, user password protocols shall be reviewed with and approved by the TTC.

#### Reporting

- Provide ability to reprint and/or download archived documents;
- Provide real-time reporting and tracking of all lockbox processes and activities;
- Provide standard reports and their specifications;
- Allow the TTC users to create customized reports;
- Produce daily and monthly reports that meet the described purposes for each report as listed in Attachment 7;
- Provide graphing capability of historical data;

- Provide audit logs and reports in real time, by user, by transaction type, by date, and by processing status; and
- Allow reports (standard and custom) to be downloadable and exportable in the following formats: Microsoft Excel, CSV, TXT, and PDF.

### Support

- The Web Portal shall be online 24 hours per day, seven days per week, except during scheduled maintenance. The TTC shall receive at least seven business days' written notice of any scheduled maintenance by Contractor. Scheduled maintenance shall occur during the hours of 11:00 PM PT to 4:00 AM PT.
- The Contractor shall provide online help and training tutorials at no additional cost to the County.
- The Contractor shall inform the County of new services that become available that are relevant to the County's Lockbox Services.

### **3.11 Archiving and Retention**

The Contractor shall be required to archive all document images and provide online enhanced search tools and image viewers to meet the TTC's requirements to access, view, download, and print documents. The Contractor shall maintain the document records for a minimum of one year from the day the document is imaged. In addition, throughout the Contract Term, the Contractor shall provide electronic archives, which must be searchable by the following fields: name, address, parcel number, year, bill number, tax year, and amount, including the usage of wildcards or truncation. In addition, the Contractor must be able to provide the data on portable media (i.e. encrypted CD or DVD) when requested by the TTC. Upon conclusion of the Contract Term, with prior approval from the County's Contract Administrator, Contractor shall certify in writing that it purged/destroyed all of the TTC's data and/or Contractor shall provide all of TTC's data on portable media (i.e. encrypted CD or DVD) or through electronic file transfer using SSH with PGP if applicable.

### **3.12 Training and Documentation**

#### Web Portal

Contractor shall prepare and implement a comprehensive training program on how to use the Web Portal described in Subparagraph 3.10, including any necessary training materials. The training program shall include training courses addressing technical training, end user training, and Train-The-Trainers for County's technical staff, end users, and trainers respectively, as further described in Attachment 20.

### Prepare and Provide User Documentation

Contractor shall prepare and provide Documentation for the Web Portal. This Documentation shall include, without limitation, manuals that shall provide the County with a comprehensive reference source of the Web Portal functionalities. Contractor shall make user reference Documentation available in a hard copy format, if elected by the County, and in an electronic format. Contractor shall also deliver electronic links to any online help and Documentation files for the Web Portal, if available.

## **4.0 INSPECTION, TESTING, AND APPROVAL PROCESSES**

The Contractor shall provide the TTC with the ability to inspect, test, and approve submitted payment and deposit files, various lockbox business lines, and reports. At a minimum, the approval process will include the following:

- Payment and Deposit Files  
The TTC will verify Contractor's lockbox transmission of payment files sent to the TTC and confirmations of deposit files sent to the banks via the Web Portal.
- Lockbox Business Line Test Run  
For all lockbox business lines, the TTC shall provide to the Contractor a 50-count sampling of printed documents for scan line testing for each Client. Within three business days of receipt from the TTC, the Contractor shall test sample documents and furnish results to the TTC. The Contractor shall process the sample documents in a test environment to ensure the ability to properly read the scan line with one hundred percent accuracy. The following steps include:
  - If no errors are discovered, the Contractor shall report to the TTC the readability of the scan line with one hundred percent accuracy. Within three business days of Contractor's notification, the TTC shall approve the lockbox remittance via the Web Portal authorizing the Contractor to begin the actual processing of the entire lockbox remittance; or
  - If errors are discovered, the Contractor shall report the errors to the TTC. The Contractor shall evaluate and resolve issues with document variances. At the discretion of the TTC and depending on the type of error (e.g., data, mechanical, printed materials, etc.), the approval and scan line testing process may start over at the beginning. For example, if the scan line failure is due to the printed materials, the TTC shall furnish a new 50-count sampling of printed documents to the Contractor. The Contractor shall then have three additional days to test and report to the TTC readability of the scan line with one hundred percent accuracy.

## **5.0 INFORMATION SECURITY REQUIREMENTS**

The Contractor should meet or exceed physical and/or computer security safeguards as identified in the Information Security and Privacy Requirements, Attachment 21 to this SOW.

## **6.0 SECURITY/DATA EXCHANGE**

- 6.1** The Contractor shall provide a Web Portal in a secure online environment to protect the confidentiality, integrity, and availability of the data exchanged. The Contractor shall provide the TTC an online website on a secure web server, including Contractor's web application that incorporates security, privacy safeguards and protections. These measures consist of the continuous performance of vulnerability assessments including, but not limited to, the application, server, and the network(s). Other measures include maintaining current software version with updated patches of its operating system, associated software running on the web server, and maintenance for related network devices.
- 6.2** The Web Portal must be accessible using the Transport Layer Security protocol to encrypt data transmitted between the Contractor's website and the TTC.
- 6.3** The Contractor shall exchange all data with the TTC electronically and securely, unless otherwise directed by the TTC. All data exchanges must take place in a secure manner using SFTP with data encryption with minimum cipher strength of 256-bit.
- 6.4** The Contractor must encrypt electronic files using PGP encryption. Use of open source PGP software is prohibited.
- 6.5** When email is exchanged between the Contractor and the County, confidential/sensitive information shall not be sent via email. The Contractor shall provide a dedicated email address for communications between the Contractor and the TTC.
- 6.6** The Contractor must provide an overview of an annual cyber information security risk assessment to the TTC, as it pertains to the online operating environment of both the system/application used to provide the Lockbox Services and the Web Portal. The actual report detailing identified risks is not being requested from either a self-assessment or third-party perspective; however, what is requested is a general overview of those identified risks (i.e., high, medium, and low), and actions taken to remediate the vulnerabilities pertaining to the system/application.

## **7.0 QUALITY CONTROL**

### **7.1 Test Run**

Pursuant to Paragraph 4.0, Inspection, Testing, and Approval Processes, the Contractor shall complete a successful Test Run for each lockbox business line to ensure that the performance standards outlined in Exhibit C, Technical Exhibits, Technical Exhibit 2, PRS, and specifications according to the TTC's guidelines are met. In addition, the Test Run will validate scan line testing with the TTC's requirements.

In addition, the TTC may request the Contractor to test the file transmission to each Bank to ensure successful transmission.

### **7.2 Internal Controls Requirements**

Written internal control procedures shall be provided within ten days upon Contract Award, subject to County approval, and should be maintained and periodically updated as necessary and/or as requested by the County; providing an updated copy for review and approval by the County within ten days of the update/request. Contractor personnel should be periodically instructed in said procedures and office management staff should continuously monitor operations to ensure compliance therewith.

### **7.3 Quality Control Plan**

Additionally, the Contractor shall establish, maintain, and utilize a comprehensive Quality Control Plan (Plan) to assure the County, a consistently high level of service throughout the Term of the Contract. After the Contract start date and as changes occur to the Plan, the Contractor must provide an updated Plan to the TTC's Contract Administrator within five days. The Plan shall include, but may not be limited to, the following:

**7.3.1** Method of monitoring to ensure that Contract requirements are being met including, but not limited to, all the items listed on the PRS.

**7.3.2** The activities to be monitored by the Contractor, and if the monitoring will be either scheduled or unscheduled, the minimum frequency, and the title of the individual(s) performing the monitoring.

**7.3.3** A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.

**7.3.4** The methods used by the Contractor for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable and not in compliance with this Contract.

**7.3.5** Security procedures approved by the TTC and maintained to ensure the protection of all Lockbox Services documents, payment stubs, and checks in the Contractor's possession against theft, fire, water, or any other damage or loss by any cause. The Contractor shall also take measures to protect and keep any confidential information that may be contained on any lockbox business line documents.

**7.3.6** A file maintained by the Contractor of all the inspections conducted by the County and, if necessary, the corrective action taken. This file shall be made available, upon request by the County, throughout the Contract Term.

#### **7.4 County Quality Control Monitoring**

On an ongoing basis, the Contractor's performance shall be compared to the Contract standards set forth in the PRS. The TTC may use a variety of inspection methods to evaluate the Contractor's performance. These methods may include, but are not limited to:

- Taxpayer complaints of posting errors.
- User complaints;
- One hundred percent inspection of completeness and quality of work on a periodic basis;
- Reconciliation of Daily Recap Report (reconcile the per piece count of all payment stubs); and
- Adherence to County policies, procedures, rules, and regulations.

#### **7.5 Business Continuity Plan (BCP)**

Contractor shall provide a written BCP for providing continuing services to the TTC in the event of an emergency that disrupts the Contractor's operations. This plan shall include, at a minimum, the following components:

- Process for notifying the TTC immediately of any catastrophe, disaster, or disruption in service;
- Description of disaster recovery solutions;
- Location, including the address, phone number, and fax number of the alternate site location(s);
- Production capabilities of an alternate site;

- Description of the information technology features to ensure the TTC's information remains accessible and secure;
- Timeline for operationalizing BCP;
- Description of how vendor would operationalize (i.e., test) the BCP on an annual basis with lockbox business lines;
- A demonstration of the vendor's ability to operationalize the BCP on an annual basis with lockbox business lines, including the first demonstration to be conducted within twelve months after Contact Award; and
- Description of how Contractor will transport lockbox business lines (i.e., pickup and delivery of mail pieces).

## **8.0 QUALITY ASSURANCE PLAN**

### **8.1 County's Quality Assurance Plan**

The TTC will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Subparagraph 8.15, County's Quality Assurance Plan, and the procedures specified in the PRS or other such procedures as may be necessary to ascertain the Contractor's compliance with this Contract. The TTC will appropriately document any Contract compliance deficiencies and will communicate them in writing to the Contractor in a timely fashion so that the Contractor may make appropriate adjustments to correct the deficiencies. However, the County's failure to notify the Contractor in a timely manner shall not relieve the Contractor of its responsibility to comply with this Contract.

### **8.2 Quality Control Meetings**

The County's Contract Administrator may require the Contractor's Contract Manager and/or the Contractor's staff to attend various meetings to discuss the Contractor's performance and/or other issues directly relating to this Contract. The Contractor's failure to attend will cause an assessment of \$50.00 per meeting that may be deducted from any amounts owed by the County to the Contractor.

### **8.3 Contract Discrepancy Report/Corrective Action Plan**

**8.3.1** The County's Contract Manager shall monitor the Contractor's performance based on, but not limited to, the PRS. If at any time during the Term of the Contract, the work does not meet the performance standards, the County's Contract Manager may prepare a Contract Discrepancy Report (CDR) (Exhibit C, Technical Exhibits, Technical Exhibit 1) and issue the CDR to the Contractor. The Contractor shall respond to the CDR within five business days from

receipt of the CDR with a Corrective Action Plan (CAP) that details how the discrepancy(ies) will be remedied by the Contractor.

**8.3.2** County's Contract Manager shall review the CAP and notify the Contractor if the CAP is acceptable to the County. If the CAP is not received within five business days or is not acceptable to the County, the County's Contract Manager may instruct the Contractor of the necessary actions and time frames that shall be taken to correct any discrepancies. If the Contractor does not comply with the approved CAP and within the time frame stated therein or upon reoccurrence of the same incident, the County may issue a letter indicating its intent to terminate the Contract. The Contractor may appeal this action in writing within ten business days from receipt of the County's notice with the County's Contract Administrator. The County will consider appeals received timely and will notify the Contractor of the County's decision in writing. Termination will be in accordance with one or more of the provisions set forth in the Contract regarding termination. The County's decision will be final.

#### **8.4 County Observations**

In addition to Departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

### **9.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

#### **COUNTY**

##### **9.1 Contract Administration**

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include, but may not be limited to:

- Monitoring the Contractor's performance in the daily operation of this Contract;
- Providing direction to the Contractor in areas relating to policy, information, and procedural requirements; and
- Preparing Change Notices in accordance with the Contract, Subparagraph 8.1, Change Notices and Amendments.

## **9.2 Furnished Items**

The TTC shall provide samples of bills, notices, and letters, etc.

## **9.3 County's Personnel**

The TTC shall assign a Contract Administrator, a Contract Manager, and a Contract Monitor to provide overall management and coordination of the Contract and act as liaisons for the TTC. The TTC's Contract Administrator shall provide information to the Contractor in areas relating to policy and procedural requirements and the TTC's Contract Manager will monitor the Contractor's performance during the Term of the Contract. The TTC shall inform the Contractor in writing of the name, address, and telephone number of the individuals designated to act as the Contract Administrator and the Contract Manager or any alternate identified in Exhibit E, the County's Administration, of this Contract, at the time the Contract is executed and shall notify the Contractor as changes occur.

### **9.3.1 County's Contract Administrator**

- 9.3.1.1 The County's Contract Administrator shall be responsible for ensuring that the objectives of this Contract are met and determining the Contractor's compliance with the Contract and inspecting all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.
- 9.3.1.2 The County's Contract Administrator is responsible for providing overall direction to the Contractor in the areas relating to the County policy, information requirements, and procedural requirements.
- 9.3.1.3 The County's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract except as permitted in accordance with Appendix A, Sample Contract, Subparagraph 8.1, Change Notices and Amendments, and is not authorized to further obligate the County in any respect whatsoever.

### **9.3.2 County's Contract Manager**

- 9.3.2.1 The responsibilities of the County's Contract Manager/Alternate Contract Manager include:
  - As needed, requesting a meeting with the Contractor's Contract Manager/Alternate Contract Manager; and

- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

9.3.2.2 The County's Contract Manager/Alternate Contract Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

### **9.3.3 County's Contract Monitor**

The responsibility of the County's Contract Monitor is to oversee the day-to-day activities of this SOW. The County's Contract Monitor is responsible for inspections of any and all tasks, deliverables, goods, services, and other work provided by the Contractor.

### **9.3.4 County's Departmental Chief Information Officer (DCIO)**

The DCIO is responsible for managing the planning, design, coordination, development, implementation, and maintenance of the Department's information systems.

### **9.3.5 County's Departmental Information Security Officer (DISO)**

The DISO develops and implements Departmental Information Technology (IT) security application, policies, standards, and procedures intended to prevent the unauthorized use, release, modification, loss, or destruction of data, and to ensure the integrity and security of the Department's IT infrastructure.

## **CONTRACTOR**

### **9.4 Contractor's Personnel**

#### **9.4.1 Contractor's Contract Administrator**

9.4.1.1 The Contractor's Contract Administrator shall be a full-time employee of the Contractor. The Contractor's Contract Administrator shall be the principal officer in the Contractor's office to service the Contract and to act as a liaison for the Contractor in coordinating the performance under the Contract. The TTC must be provided in writing with the name, address, and telephone number of the individual designated to act as the Contract Administrator or any alternate identified in Exhibit F, Contractor's

Administration, of the Contract within five days and provide a current copy of the person's resume at the time the Contract is executed and shall notify the TTC as changes occur.

9.4.1.2 The Contractor's Contract Administrator shall be responsible for the Contractor's performance of all tasks, deliverable, goods, services, or other work provided by or on behalf of the Contractor and ensuring the Contractor's compliance with the Contract.

9.4.1.3 The Contractor's Contract Administrator shall be available to meet and confer with the County's Contract Administrator on an as needed basis, either in person or by telephone as mutually agreed by the parties, to review the Contract performance, and to discuss project coordination. Such meetings shall be conducted at a time and place as mutually agreed by the parties.

#### **9.4.2 Contractor's Contract Manager/Alternate Contract Manager**

9.4.2.1 The Contractor's Contract Manager/Alternate Contract Manager shall be full-time employees of the Contractor. The Contractor shall inform the TTC in writing of the name, address, and telephone number of the individual designated to act as the Contract Manager or any alternate identified in Exhibit F, Contractor's Administration, of the Contract, and provide a current copy of the person's resume at the time the Contract is executed and shall notify the TTC as changes occur.

9.4.2.2 The Contractor's Contract Manager/Alternate Contract Manager must have a minimum of three years documented experience providing services similar to those requested in the Contract; be a full-time employee of the Contractor; and be able to fluently read, write, speak, and understand English.

9.4.2.3 The Contractor's Contract Manager/Alternate Contract Manager shall have full authority to act for the Contractor on all matters relating to the daily operations of the Contract. The Contract Manager/Alternate Contract Manager shall be available during normal work hours, 8:00 AM to 5:00 PM PT, Monday through Friday, for telephone contact and to meet with the TTC personnel designated to discuss the operation of the Contract.

During lockbox processing, the Contractor's Contract Manager or Alternate Contract Manager shall be available by telephone 24 hours per day, seven days per week.

### **9.4.3 Contractor's Financial Manager**

- 9.4.3.1 The Contractor's Financial Manager is designated in Exhibit F, Contractor's Administration. The Contractor shall notify County in writing of any changes in the name or address of the Contractor's Financial Manager.
- 9.4.3.2 The Contractor shall assign a Financial Manager to act as liaison for the Contractor and have full authority to act on behalf of the Contractor in all matters related to invoicing under the Contract. The Financial Manager shall be available on a daily basis, Monday through Friday, during the hours of 8:00 AM PT to 5:00 PM PT for telephone contact and to meet with County personnel regarding any invoices issued under the Contract.

### **9.4.4 General**

- 9.4.4.1 The Contractor shall assign a sufficient number of employees to perform the required work.
- 9.4.4.2 Personnel assigned by the Contractor to perform the required services shall at all times be employees of the Contractor. The Contractor shall have the sole right to hire, suspend, discipline, or discharge them. However, any employee of the Contractor assigned to this Contract who in the opinion of the TTC is unsatisfactory shall immediately be removed with cause from servicing the Contract. The Contractor shall not subcontract with any personnel for performance of services hereunder unless the provisions of the Contract, Subparagraph 8.40, are met.
- 9.4.4.3 All personnel providing services in conjunction with the Contract will be required to sign an Exhibit G2, Contractor Employee Acknowledgement and Confidentiality Agreement, as set forth in the body of the Contract. During the Term of the Contract, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the TTC's Contract Administrator prior to commencement of personnel working on this Contract.

## **9.5 Invoices**

- 9.5.1** The Contractor shall invoice the County, monthly in arrears, only for providing the goods, services, and other work upon Contractor's completion and the County's written approval thereof in accordance with this Contract, including Exhibits A, SOW and B, Pricing Schedule with all Attachments and Schedules thereto, and any Change Notices or Amendments, as applicable. The Contractor shall not invoice the County in advance, nor shall Contractor be entitled to advance payment for goods, services, other work, start-up costs, or any other direct or indirect cost incurred by the Contractor pursuant to this Contract.
- 9.5.2** The Contractor shall prepare an invoice and submit it in accordance to Subparagraph 5.7, Invoices and Payments, of the Contract.

## **9.6 Identification Badges**

Any time the Contractor's employee(s) is on the County designated property, the Contractor shall furnish and require such employee to wear a visible photo identification badge, identifying employee by name, physical description, and company.

## **9.7 Materials, Facilities, Vehicles, Supplies, and Equipment**

- 9.7.1** The Contractor shall have a lockbox remittance processing facility for this Contract located in the County. All scanning and imaging shall occur in the County; however, the Contractor may leverage its processing centers outside of the County during peak season to perform lockbox processing requirements, except for scanning and imaging, to meet processing timeframes, or during disaster recovery processing.
- 9.7.2** The Contractor shall utilize a P.O. Box(es) located within the County to receive all mail remittances required under this Contract. Pricing for the P.O. Box(es) shall be in accordance with Exhibit B, Pricing Schedule.
- 9.7.3** The purchase, lease, or acquisition and maintenance of all materials, facilities, vehicles, supplies, and/or equipment to provide the needed services are the responsibility of the Contractor. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the Contractor's employee(s). The Contractor shall maintain a facility(ies) that is adequate to provide the quantity and quality of services required in this Contract. This includes, but is not limited to, secure and adequate storage capabilities for all

documents, envelopes, and correspondence as required for each lockbox business line. The Contractor shall also ensure that employees keep any information that may be contained on any lockbox remittance confidential.

**9.7.4** Upon advance notification, where feasible, the County reserves the right to change the quantity of lockbox business lines. The County may also change or otherwise modify instructions given to the Contractor regarding a specific lockbox business line.

## **9.8 Contractor's Office**

The Contractor shall maintain an office with a working telephone line in the Contractor's name where the Contractor conducts business. The office shall be staffed during the hours of 8:00 AM PT to 8:00 PM PT, Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, Contractor's staff cellular phone numbers or an answering service shall be provided to receive calls.

## **10.0 WORK DAYS/HOURS**

The Contractor shall maintain days and hours of operation and staffing sufficient to complete all services within the time frames directed by the TTC. This includes, but is not limited to, weekends and holidays. The following are the usual observed County holidays; however, the Contractor may be required to work one or more County holidays as specified in order to meet the requirements of this Contract. If a holiday lands on a weekend, the day prior or after is observed.

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving Day (Select TTC staff work.)
- Christmas Day

The Contractor shall be required to provide services up to seven days a week, 24 hours per day, if necessary, to meet the requirements of the Contract.

## **11.0 PERFORMANCE REQUIREMENTS SUMMARY**

- 11.1** All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract, the SOW, and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service or deliverable seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract and/or the SOW that apparent service will be null and void and shall place no requirement on the Contractor.
- 11.2** At the County's discretion, when the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply non-performance remedies that may include, but are not limited to, the following:
- Require the Contractor to implement a CAP, subject to approval by the County. In the CAP, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
  - Reduce remittance to the Contractor by a computed amount based on the assessment in the PRS.
  - Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations, or unacceptable levels of performance.
  - Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten business days or the time frame specified by the TTC shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice(s) under this Contract or any other County contract.
  - At the County's option, require the Contractor to enter into a repayment plan with the County for any overpayment that the Contractor received.
- 11.3** This Paragraph does not preclude the County's right to terminate this Contract upon ten days' written notice with or without cause as provided in the Contract, Subparagraph 8.42, Termination for Convenience.

## **12.0 GENERAL CRITERIA FOR SATISFACTORY AND UNSATISFACTORY PERFORMANCE**

The TTC considers performance of a listed service satisfactory when the TTC finds no discrepancies through Contract monitoring or other means. When performance is unsatisfactory, the TTC may complete a CDR and send this to the Contractor. The Contractor shall then be required to respond to the CDR in writing within five business days explaining why performance was unsatisfactory, how the Contractor will return the performance to satisfactory levels, and how the Contractor will prevent reoccurrence. The TTC's Contract Administrator will evaluate the written response and at his/her sole discretion, determine whether the Contractor shall be responsible for full remittance, partial remittance, or if the Contract termination process is applicable.

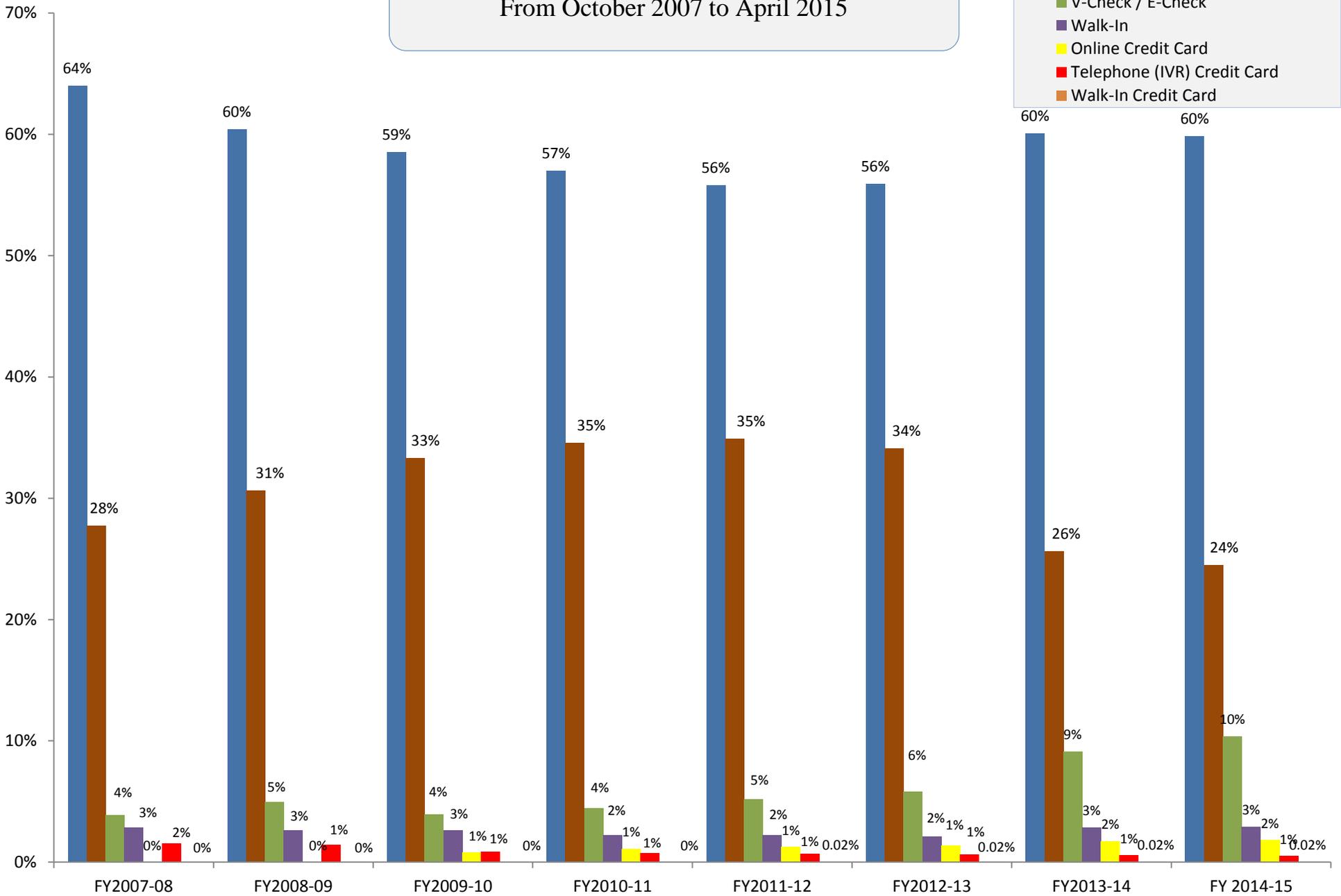
## APPENDIX B1

### STATEMENT OF WORK EXHIBITS

<u>Attachment</u>	<u>Title</u>
ATTACHMENT 1	– SECURED TAX COLLECTIONS BY FISCAL YEAR
ATTACHMENT 1A	– PROPERTY TAX VOLUMES BY FISCAL YEAR
ATTACHMENT 2	– PROPOSED LOCKBOX VOLUMES
ATTACHMENT 3	– SECURED UNABLE TO PROCESS SAMPLE
ATTACHMENT 4	– ESTIMATED MAIL-OUT COUNTS
ATTACHMENT 5	– UNDERSTANDING POSTMARKS
ATTACHMENT 6	– PENALTY CANCELLATION SECURED PROPERTY TAX BILL
ATTACHMENT 7	– RECAP REPORTS
ATTACHMENT 8	– REMITTANCE POSTING FILE
ATTACHMENT 9	– IMAGE FILE LAYOUT
ATTACHMENT 10	– NOTICE OF UNIDENTIFIED PAYMENT
ATTACHMENT 11	– RETURN AND NOTIFICATION OF CHANGE REASON CODES
ATTACHMENT 12	– UNSECURED BANKRUPTCY SAMPLE
ATTACHMENT 13	– SECURED FIVE-PAY SAMPLE
ATTACHMENT 14	– SECURED FOUR-PAY SAMPLE
ATTACHMENT 15	– UNSECURED FOUR-PAY SAMPLE
ATTACHMENT 16	– UNSECURED BULK TRANSFER SAMPLE
ATTACHMENT 17	– UNSECURED MOBILE HOME SAMPLE
ATTACHMENT 18	– UNSECURED SEIZURE SAMPLE
ATTACHMENT 19	– TAX SALE REDEMPTION PAYMENT FILE
ATTACHMENT 20	– SYSTEM TRAINING
ATTACHMENT 21	– INFORMATION SECURITY AND PRIVACY REQUIREMENTS

Secured Tax Collections Comparison  
From October 2007 to April 2015

- Mail-In
- EFT / Impound / Homebanking
- V-Check / E-Check
- Walk-In
- Online Credit Card
- Telephone (IVR) Credit Card
- Walk-In Credit Card



**County of Los Angeles  
Treasurer and Tax Collector  
Property Tax Volumes by Fiscal Year**

<b>Fiscal Year 2013-2014</b>				
<b>Clients</b>	<b>Stubs</b>	<b>Checks</b>	<b>Amount</b>	<b>Peak Processing Periods</b>
1 Secured Property Taxes	3,134,067	2,407,539	\$ 8,845,781,564	Oct - Dec & Mar - Apr
2 Unsecured Property Taxes	267,482	237,265	\$ 552,691,100	April - Aug
3 Secured Delinquent Taxes	63,071	63,196	\$ 196,420,825	Jul - Oct
4 Mixed Taxes (Client 1, 2, 3)	7,629	2,977	\$ 32,273,701	N/A
5 Unsecured - Prior Year Roll	12,150	10,035	\$ 14,765,933	Aug - Oct
<b>Total</b>	3,484,399	2,721,012	\$ 9,641,933,123	

<b>Fiscal Year 2012-2013</b>				
<b>Clients</b>	<b>Stubs</b>	<b>Checks</b>	<b>Amount</b>	<b>Peak Processing Periods</b>
1 Secured Property Taxes	2,833,732	2,473,312	\$ 7,961,073,011	Oct - Dec & Mar - Apr
2 Unsecured Property Taxes	257,355	229,894	\$ 523,972,005	April - Aug
3 Secured Delinquent Taxes	74,949	80,857	\$ 248,143,330	Jul - Oct
4 Mixed Taxes (Client 1, 2, 3)	8,727	3,139	\$ 31,468,494	N/A
5 Unsecured - Prior Year Roll	13,308	9,305	\$ 13,553,605	Aug - Oct
<b>Total</b>	3,188,071	2,796,507	\$ 8,778,210,445	

<b>Fiscal Year 2011-2012</b>				
<b>Clients</b>	<b>Stubs</b>	<b>Checks</b>	<b>Amount</b>	<b>Peak Processing Periods</b>
1 Secured Property Taxes	2,918,191	2,496,421	\$ 7,657,979,582	Oct - Dec & Mar - Apr
2 Unsecured Property Taxes	264,629	236,429	\$ 540,969,583	April - Aug
3 Secured Delinquent Taxes	81,468	85,788	\$ 275,835,653	Jul - Oct
4 Mixed Taxes (Client 1, 2, 3)	9,857	3,515	\$ 38,619,121	N/A
5 Unsecured - Prior Year Roll	13,394	11,482	\$ 14,937,769	Aug - Oct
<b>Total</b>	3,287,539	2,833,635	\$ 8,528,341,709	

N/A: Not applicable (the flow of work is relatively consistent throughout the year).

## Lockbox Remittance Processing Services RFP Proposed Lockbox Volumes

### Secured Property Tax Remittances

Sample	Client	Remittance Type	Remittance Frequency	Estimated Quantity
A	1	Annual Secured Property Tax Bill	Semi-Annually	1,700,000
B	1	Annual Property Tax Information Statement	Semi-Annually	75,000*
C	1	Payment Activity Notice	Annually	150,000
D	1	Notice of Delinquency	Annually	150,000
E	1	Substitute Secured Property Tax Bill	Semi-Annually	60,000*
F	1	Supplemental Property Tax Bill	Semi-Annually	2,500
G	1	Adjusted Property Tax Bill	Semi-Annually	1,000
H	1	Adjusted Supplemental Tax Bill	Semi-Annually	600

\*Vendor will only process a portion of bills.

### Unsecured Property Tax Remittances (Current)

Sample	Client	Remittance Type	Remittance Frequency	Estimated Quantity
I	2	Annual Unsecured Property Tax Bills	Annually & Weekly	185,000 Annually/ 800 to 1,000 Weekly
	2	Unsecured Property Tax Bills (Adds to the Roll Run)	Bi-monthly (July - June)	900 to 5,000
	2	Unsecured Property Tax Bills (Adds to the Roll Run) Escaped Insert	Bi-monthly (July - June)	500 to 700
J	2	Unsecured Auth Bill	Annually	33,000
K	2	Substitute Unsecured Property Tax Bill	Annually	75,000*
L	2	Notice of Enforcement	Monthly	One month up to 45,000; all other months 600 to 1,000.
M	2	Notice of Lien	Monthly	One month up to 30,000; all other months 600 to 1,000.
N	2	Notice of Lien - Second Notice	Monthly	One month up to 25,000; all other months 500.

\*Vendor will only process a portion of bills.

## Lockbox Remittance Processing Services RFP Proposed Lockbox Volumes

### Defaulted Property Tax Remittances

Sample	Client	Remittance Type	Remittance Frequency	Estimated Quantity
O	3	Dotson Notice (Statement of Prior Year Taxes /Special Notice)	Annually	83,000
	3	Defaulted Tax Bill	Weekly	3,000**

\*\*May include 5 Pay Plan remittances.

### Unsecured Property Tax Remittances (Prior)

Sample	Client	Remittance Type	Remittance Frequency	Estimated Quantity
P	5	Notice of Enforcement Prior	Monthly	7,000
Q	5	Notice of Lien Prior	Monthly	One month up to 6,000; all other months 600.
R	5	Unsecured Property Tax Prior Year	Annually	Less than 100

CITIES, COUNTY, SCHOOLS AND ALL OTHER TAXING AGENCIES IN LOS ANGELES COUNTY SECURED PROPERTY TAX FOR FISCAL YEAR JULY 1, 2014 TO JUNE 30, 2015

FOR ASSISTANCE CALL 1(213) 974-2111 OR 1(888) 807-2111, ON THE WEB AT lacountypropertytax.com

ASSESSOR'S ID. NO

CK

DETAIL OF TAXES DUE FOR

14 000 94

PROPERTY IDENTIFICATION ASSESSOR'S ID. NO.: OWNER OF RECORD AS OF JANUARY 1, 2014 SAME AS BELOW

MAILING ADDRESS

Table with columns: AGENCY, AGENCY PHONE NO., RATE, AMOUNT. Rows include: GENERAL TAX LEVY, VOTED INDEBTEDNESS (METRO WATER DIST, COMMUNITY COLLEGE, UNIFIED SCHOOLS), DIRECT ASSESSMENTS (LAS VIRGENES WTR, CONSOLIDATED SEWER, MWD STANDBY #1, COUNTY PARK DIST, LVUSD MEASURE E, TRAUMA/EMERG SRV, FLOOD CONTROL, LA WEST MOSQ AB, LA CO FIRE DEPT).

ELECTRONIC FUND TRANSFER (EFT) NUMBER ID#: YEAR: 14 SEQUENCE: 000 4 PIN:

For American Express, Mastercard and Visa payments call 1(888) 473-0835 and have available the EFT number listed above. Service fees will be charged.

DELINQUENT TAX INFORMATION: YOU OWE BACK TAXES WHICH MAY RESULT IN YOUR PROPERTY BEING SOLD. THE AMOUNT OWING FOR PRIOR YEARS IS NOT INCLUDED IN THIS STATEMENT. PLEASE CONTACT US IMMEDIATELY TO DISCUSS YOUR PAYMENT OPTIONS.

PROPERTY LOCATION AND/OR PROPERTY DESCRIPTION 3924 LEIGHTON POINT RD CALABASAS TR=32964 LOT 31

TOTAL TAXES DUE \$14,380.36 FIRST INSTALLMENT TAXES DUE NOV. 1, 2014 \$7,190.19 SECOND INSTALLMENT TAXES DUE FEB. 1, 2015 \$7,190.17

ASSESSOR'S REGIONAL OFFICE REGION #02 INDEX: NORTH DISTRICT OFFICE 13800 BALBOA BLVD. SYLMAR CA 91342 (818)833-6000

VALUATION INFORMATION TABLE with columns: ROLL YEAR 14-15, CURRENT ASSESSED VALUE, TAXABLE VALUE. Rows: LAND, IMPROVEMENTS, TOTAL, LESS EXEMPTION, NET TAXABLE VALUE.

ACCT. NO.: PRINT NO.: 1 BILL ID.:

ANY RETURNED PAYMENT MAY BE SUBJECT TO A FEE UP TO \$50.00.

DETACH AND MAIL THIS STUB WITH YOUR 2ND INSTALLMENT PAYMENT DO NOT INCLUDE NOTES WITH YOUR PAYMENT DO NOT STAPLE, TAPE OR CLIP PAYMENT STUB OR CHECK

PRIOR DELINQUENCY ANNUAL 2014

FOR MAILING ADDRESS CHANGE PLEASE MARK BOX BELOW AND COMPLETE FORM ON REVERSE SIDE OF THIS PAYMENT COUPON.

ASSESSOR'S ID. NO. 14 000 94 2

PAYMENT DUE 02/01/15 IF NOT RECEIVED OR POSTMARKED BY 04/10/15 REMIT AMOUNT OF \$7,919.18

2ND INSTALLMENT DUE \$7,190.17 INDICATE AMOUNT PAID

MAKE PAYMENT PAYABLE TO: Please write the ASSESSOR'S ID. NO. on the lower left corner of your payment. 74921

LOS ANGELES COUNTY TAX COLLECTOR P.O. BOX 54018 LOS ANGELES, CA 90054-0018

2ND

DETACH AND MAIL THIS STUB WITH YOUR 1ST INSTALLMENT PAYMENT DO NOT INCLUDE NOTES WITH YOUR PAYMENT DO NOT STAPLE, TAPE OR CLIP PAYMENT STUB OR CHECK

PRIOR DELINQUENCY ANNUAL 2014

FOR MAILING ADDRESS CHANGE PLEASE MARK BOX BELOW AND COMPLETE FORM ON REVERSE SIDE OF THIS PAYMENT COUPON.

ASSESSOR'S ID. NO. 14 000 94 1

PAYMENT DUE 11/01/14 IF NOT RECEIVED OR POSTMARKED BY 12/10/14 REMIT AMOUNT OF \$7,909.20

1ST INSTALLMENT DUE \$7,190.19 INDICATE AMOUNT PAID

MAKE PAYMENT PAYABLE TO: Please write the ASSESSOR'S ID. NO. on the lower left corner of your payment. 84921

LOS ANGELES COUNTY TAX COLLECTOR P.O. BOX 54018 LOS ANGELES, CA 90054-0018

1ST

**2014 ANNUAL PROPERTY TAX INFORMATION STATEMENT 2014**

CITIES, COUNTY, SCHOOLS AND ALL OTHER TAXING AGENCIES IN LOS ANGELES COUNTY  
**SECURED PROPERTY TAX FOR FISCAL YEAR JULY 1, 2014 TO JUNE 30, 2015**

FOR ASSISTANCE CALL 1(213) 974-2111 OR 1(888) 807-2111, ON THE WEB AT [lacountypropertytax.com](http://lacountypropertytax.com)

**PROPERTY IDENTIFICATION**  
 ASSESSOR'S ID. NO. : [REDACTED] 14 000  
 OWNER OF RECORD AS OF JANUARY 1, 2014  
 SAME AS BELOW  
**MAILING ADDRESS**  
 [REDACTED]

DETAIL OF TAXES DUE FOR		ASSESSOR'S ID. NO.	CK
		[REDACTED] 14 000	44
AGENCY	AGENCY PHONE NO.	RATE	AMOUNT
GENERAL TAX LEVY ALL AGENCIES		1.000000 \$	2,988.89
<b>VOTED INDEBTEDNESS</b>			
CITY-LOS ANGELES		.028096 \$	83.98
METRO WATER DIST		.003500	10.46
COMMNTY COLLEGE		.040174	120.07
UNIFIED SCHOOLS		.146881	439.01
<b>DIRECT ASSESSMENTS</b>			
CITY LT MAINT	(213) 847-1363	\$	53.07
LACO VECTR CNTRL	(800) 273-5167		7.74
LA STORMWATER	(213) 485-2422		17.29
COUNTY PARK DIST	(213) 738-2983		18.33
LACITY PARK DIST	(213) 847-4722		17.04
TRAUMA/EMERG SRV	(866) 587-2862		62.49
FLOOD CONTROL	(626) 458-5165		21.69

**ELECTRONIC FUND TRANSFER (EFT) NUMBER**  
 ID#: [REDACTED] YEAR: 14 SEQUENCE: 000 4  
 PIN: [REDACTED]

For American Express, Mastercard and Visa payments call 1(888) 473-0835 and have available the EFT number listed above. Service fees will be charged.  
**SPECIAL INFORMATION**

INFORMATION ONLY

**PROPERTY LOCATION AND/OR PROPERTY DESCRIPTION**  
 21900 MERRIDY ST LOS ANGELE  
 \*TR=32736 LOT 6

**TOTAL TAXES DUE** \$3,840.06  
**FIRST INSTALLMENT TAXES DUE NOV. 1, 2014** \$1,920.04  
**SECOND INSTALLMENT TAXES DUE FEB. 1, 2015** \$1,920.02

**ASSESSOR'S REGIONAL OFFICE**  
 REGION #02 INDEX: [REDACTED]  
 NORTH DISTRICT OFFICE  
 13800 BALBOA BLVD.  
 SYLMAR CA 91342  
 (818)833-6000

VALUATION INFORMATION		
ROLL YEAR 14-15	CURRENT ASSESSED VALUE	TAXABLE VALUE
LAND	202,816	202,816
IMPROVEMENTS	96,073	96,073
<b>TOTAL</b>		298,889
<b>LESS EXEMPTION:</b>		
<b>NET TAXABLE VALUE</b>		298,889

ACCT. NO.: 572 PRINT NO.: 1 BILL ID.: IB

ANY RETURNED PAYMENT MAY BE SUBJECT TO A FEE UP TO \$50.00.

**INFORMATION ONLY**

[REDACTED]

**2014**

PLEASE USE THIS FOR PAYMENT, ONLY IF YOUR TAXES ARE NOT PAID BY YOUR LENDER/MORTGAGE COMPANY.

[REDACTED]  
**PAYMENT DUE 02/01/15** →  
 IF NOT RECEIVED OR POSTMARKED BY 04/10/15  
 REMIT AMOUNT OF \$2,122.02

ASSESSOR'S ID. NO. [REDACTED] 14 000 44 2  
**2<sup>ND</sup> INSTALLMENT DUE** INDICATE AMOUNT PAID  
**\$1,920.02**

**MAKE PAYMENT PAYABLE TO:**  
 Please write the ASSESSOR'S ID. NO. on the lower left corner of your payment.

LOS ANGELES COUNTY TAX COLLECTOR  
 P.O. BOX 54018  
 LOS ANGELES, CA 90054-0018

74493

**2<sup>ND</sup>**

**INFORMATION ONLY**

[REDACTED]

**2014**

PLEASE USE THIS FOR PAYMENT, ONLY IF YOUR TAXES ARE NOT PAID BY YOUR LENDER/MORTGAGE COMPANY.

[REDACTED]  
**PAYMENT DUE 11/01/14** →  
 IF NOT RECEIVED OR POSTMARKED BY 12/10/14  
 REMIT AMOUNT OF \$2,112.04

ASSESSOR'S ID. NO. [REDACTED] 14 000 44 1  
**1<sup>ST</sup> INSTALLMENT DUE** INDICATE AMOUNT PAID  
**\$1,920.04**

**MAKE PAYMENT PAYABLE TO:**  
 Please write the ASSESSOR'S ID. NO. on the lower left corner of your payment.

LOS ANGELES COUNTY TAX COLLECTOR  
 P.O. BOX 54018  
 LOS ANGELES, CA 90054-0018

84495

**1<sup>ST</sup>**

[REDACTED]



# 2014 - 2015 DELINQUENT TAX BILL

D

CITIES, COUNTY, SCHOOLS AND ALL OTHER TAXING AGENCIES IN LOS ANGELES COUNTY  
 SECURED PROPERTY TAX FOR FISCAL YEAR JULY 1, 2014 TO JUNE 30, 2015

## NOTICE OF DELINQUENCY

9999 999 999 99 999 DEL  
 XXX  
 XXX  
 XXX  
 XXX  
 XXX

**JOSEPH KELLY**  
 TREASURER AND TAX COLLECTOR  
 225 NORTH HILL STREET  
 FIRST FLOOR LOBBY  
 LOS ANGELES, CA 90012  
 1(213) 974-2111 OR 1(888) 807-2111  
 1(213) 974-2196 (TDD)  
 ON THE WEB AT [lacountypropertytax.com](http://lacountypropertytax.com)

**PROPERTY LOCATION AND/OR PROPERTY DESCRIPTION**

XX  
 XXX  
 XXX  
 XXX

**DELINQUENT TAX INFORMATION**

XXX XXX XXXX XXXXX XXXXX XXX XXXXXX XX XXXX XXXXXXXX XXXXX XXXXX  
 XXX XXXXXX XXXXX XXX XXXXXX XXXXX XX XXX XXXXXXXX XX XXXX XXXXXXXXXX  
 XXXXXX XXXXXXXX XX XXXXXXXXXXXX XX XXXXXXXX XXXX XXXXXXXX XXXXXXXX

The tax amount, penalties and cost for this property are past due. If the full amount on this notice is not received or United States Postal Service postmarked by June 30, on July 1, a \$15 redemption fee and additional penalties, at the rate of 1.5 percent per month, will be imposed on the outstanding tax amount, excluding penalties and cost. Vacant residential lots and commercial property may be sold at public auction, if the property has been in a tax-defaulted status for three years. Residential and agricultural property may be sold at public auction, if the property has been in a tax-defaulted status for five years.

ANY RETURNED PAYMENT MAY BE SUBJECT TO A FEE UP TO \$50.00.

	PRINT NO.	ASSESSOR'S ID. NO.					TRA	PIN: 999999
	999999	Map Book	Page	Parcel	Year	Seq. No.	XXXXX	
			9999	999	999	99	999	
	1ST INSTALLMENT 10% PENALTY AFTER 99 99 99		2ND INSTALLMENT 10% PENALTY + \$10.00 COST AFTER 99 99 99			TOTAL TAX PENALTIES APPLY WHEN SHOWN		
XXX	XXXXXXXXXXXXXXXXXX	XX	XXXXXXXXXXXXXXXXXX	XX	XXXXXXXXXXXXXXXXXX	XX	XXXXXXXXXXXXXXXXXX	XX
XXX	XXXXXXXXXXXXXXXXXX	XX	XXXXXXXXXXXXXXXXXX	XX	XXXXXXXXXXXXXXXXXX	XX	XXXXXXXXXXXXXXXXXX	XX
XXXXX	XXXXXXXXXXXXXXXXXX	XX	XXXXXXXXXXXXXXXXXX	XX	XXXXXXXXXXXXXXXXXX	XX	XXXXXXXXXXXXXXXXXX	XX
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**DETACH AND MAIL THIS STUB WITH YOUR PAYMENT (PLEASE SEE REVERSE FOR IMPORTANT INFORMATION).**  
 DO NOT INCLUDE NOTES WITH YOUR PAYMENT  
 DO NOT STAPLE, TAPE OR CLIP PAYMENT STUB OR CHECK

## 2014 - 2015 DELINQUENT TAX BILL

XX  
 XXX  
 XXX

THIS AMOUNT IS NOW DUE.

XXXXX XXXXXXXXXXXXX

USE THESE NUMBERS ON ALL PAYMENTS AND CORRESPONDENCE						
ASSESSOR'S ID. NO.						Pay Key
Map Book	Page	Parcel	Year	Seq. No.		
9999	999	999	99	999	9	
TOTAL DUE					AMOUNT PAID	
XXXXXXXXXXXXXXXXXX						

XXXXX

**MAKE PAYMENT PAYABLE TO:**  
 Please write the ASSESSOR'S ID. NO.  
 on the lower left corner of your payment.

LOS ANGELES COUNTY TAX COLLECTOR  
 P.O. BOX 54018  
 LOS ANGELES, CA 90054-0018

XX





CITIES, COUNTY, SCHOOLS AND ALL OTHER TAXING AGENCIES IN LOS ANGELES COUNTY
SECURED PROPERTY TAX FOR FISCAL YEAR JULY 1, 2014 TO JUNE 30, 2015
JOSEPH KELLY, TREASURER AND TAX COLLECTOR

FOR ASSISTANCE CALL 1(213) 974-2111 OR 1(888) 807-2111, ON THE WEB AT lacountypropertytax.com

PROPERTY IDENTIFICATION

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MAILING ADDRESS

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ELECTRONIC FUND TRANSFER (EFT) NUMBER

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For American Express, Mastercard and Visa payments call 1(800) 473-0835
and have available the EFT number listed above. Service fees will be charged.

SPECIAL INFORMATION

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PROPERTY LOCATION AND/OR PROPERTY DESCRIPTION

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ASSESSOR'S REGIONAL OFFICE

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9999 999 999 99 999 99

Table with columns: AGENCY, RATE, PRIOR AMT, CORRECTED AMT. Contains multiple rows of placeholder text.

TOTAL TAXES DUE \$9,999,999.99
LESS PAYMENTS \$999,999.99
PLUS: PENALTIES PAID OR DUE \$999,999.99
REFUNDS ISSUED \$999,999.99
NET BALANCE DUE \$999,999.99
FIRST INSTALLMENT TAX \$999,999.99
SECOND INSTALLMENT TAX \$999,999.99

VALUATION INFORMATION

Table with columns: ROLL YEAR, ASSESSED VALUE, PRIOR, CURRENT. Includes rows for LAND, IMPROVEMENTS, and NET TAXABLE VALUE.

ANY RETURNED PAYMENT MAY BE SUBJECT TO A FEE UP TO \$50.00.

DETACH AND MAIL THIS STUB WITH YOUR 2ND INSTALLMENT PAYMENT
DO NOT INCLUDE NOTES WITH YOUR PAYMENT
DO NOT STAPLE, TAPE OR CLIP PAYMENT STUB OR CHECK

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ASSESSOR'S ID. NO. CK PK
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PAYMENT DUE MM/DD/YY -> 2ND INSTALLMENT DUE \$999,999,999.99 INDICATE AMOUNT PAID
IF NOT RECEIVED OR POSTMARKED BY MM/DD/YY
REMIT AMOUNT OF \$999,999,999.99 MM/DD/YY

MAKE PAYMENT PAYABLE TO: LOS ANGELES COUNTY TAX COLLECTOR
Please write the ASSESSOR'S ID. NO. P.O. BOX 60186
on the lower left corner of your payment. LOS ANGELES, CA 90060-0186
999999

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

2ND

DETACH AND MAIL THIS STUB WITH YOUR 1ST INSTALLMENT PAYMENT
DO NOT INCLUDE NOTES WITH YOUR PAYMENT
DO NOT STAPLE, TAPE OR CLIP PAYMENT STUB OR CHECK

XXXXXXXXXXXXXXXXXXXXX ADJUSTED 2014
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ASSESSOR'S ID. NO. CK PK
9999999999 99 999 99 X

PAYMENT DUE MM/DD/YY -> 1ST INSTALLMENT DUE \$999,999,999.99 INDICATE AMOUNT PAID
IF NOT RECEIVED OR POSTMARKED BY MM/DD/YY
REMIT AMOUNT OF \$999,999,999.99 MM/DD/YY

MAKE PAYMENT PAYABLE TO: LOS ANGELES COUNTY TAX COLLECTOR
Please write the ASSESSOR'S ID. NO. P.O. BOX 60186
on the lower left corner of your payment. LOS ANGELES, CA 90060-0186
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1ST





**UNSECURED PROPERTY TAX BILL**  
 LOS ANGELES COUNTY TAX COLLECTOR  
 225 NORTH HILL ST., ROOM 122, LOS ANGELES, CA 90012  
 FOR ASSISTANCE CALL 1 (213) 893-7935

UNSECURED PROPERTY TAX FOR FISCAL YEAR JULY 1, 2015 TO JUNE 30, 2016

SALE OR DISPOSAL OF THIS PROPERTY AFTER JANUARY 1, 2015 DOES NOT RELIEVE THE ASSESSEE OF THIS TAX.

2015 BILL NUMBER [REDACTED] TRA 05542



SEQ 46 7280 027 004  
 SITUS OR LOCATION



THE COUNTY OF LOS ANGELES IS REQUIRED BY LAW TO COLLECT THE TAXES FOR ALL SCHOOL DISTRICTS, CITIES, AND OTHER TAXING AGENCIES.

**PROPERTY DESCRIPTION**

**ASSESSED VALUES**

ASSESSMENT NUMBER INDEX NUMBER BILL NUMBER



VALUES ARE DETERMINED BY THE  
 COUNTY ASSESSOR. REFER QUESTIONS  
 CONCERNING VALUE TO 1(562)256-1701

FULL VALUE

BUS PP 17528

TOTAL 17528

**GENERAL TAX LEVY AND VOTED INDEBTEDNESS**

TAXING AGENCY	RATE	AMOUNT
<b>GENERAL TAX LEVY</b>		
ALL AGENCIES	1.000000 \$	175.28
<b>VOTED INDEBTEDNESS</b>		
UNIFIED SCHOOLS	.087635	15.36
COMMNTY COLLEGE	.045945	8.05
METRO WATER DIST	.003500	.61
TOTAL VOTED INDEBTEDNESS	\$	24.02
<b>TOTAL TAX</b>	<b>1.137080 \$</b>	<b>199.30</b>

**TOTAL TAX \$ 199.30**

10% PENALTY AFTER 08/31/2015  
 COLLECTION COSTS  
 ADDITIONAL PENALTIES  
 TOTAL AFTER PENALTIES

IF NOT PAID BY THE DELINQUENT DATE, AN ADDITIONAL COLLECTION COST OF UP TO \$49.00 WILL BE ASSESSED.  
 Any returned payments will be subject to a fee of \$33.00. INCLUDE THE YEAR AND BILL NUMBER ON ALL PAYMENTS AND CORRESPONDENCE  
 SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Do not include notes, letters or check stubs with your payment. DETACH AND MAIL STUB WITH YOUR PAYMENT Do not fold, tape, staple or clip payment stub to check.

2015 BILL No.: [REDACTED] ASSESSMENT NUMBER [REDACTED]  
 SEQ 000 PAYKEY 9 INDEX NUMBER 34043404

BILL IS NOW DUE AND PAYABLE NO ADDITIONAL BILLING WILL BE MADE

**TOTAL TAX \$ 199.30**

10% PENALTY AFTER 08/31/2015  
 COLLECTION COSTS  
 ADDITIONAL PENALTIES  
 TOTAL AFTER PENALTIES



**MAKE PAYMENTS  
 PAYABLE TO:**

LOS ANGELES COUNTY TAX COLLECTOR  
 P.O. BOX 54027  
 LOS ANGELES, CA 90054 0027

FOR MAILING ADDRESS CHANGE  
 PLEASE MARK THE BOX AND COMPLETE FORM  
 ON REVERSE SIDE OF THIS PAYMENT COUPON



X



**UNSECURED PROPERTY TAX BILL**  
 LOS ANGELES COUNTY TAX COLLECTOR  
 225 NORTH HILL ST., ROOM 122, LOS ANGELES, CA 90012  
 FOR ASSISTANCE CALL 1 (213) 893-7935

J

PIN: 1JZ1KE

UNSECURED PROPERTY TAX FOR FISCAL YEAR JULY 1, 2014 TO JUNE 30, 2015

**SALE OR DISPOSAL OF THIS PROPERTY AFTER JANUARY 1, 2014 DOES NOT RELIEVE THE ASSESSEE OF THIS TAX.**



2014 BILL NUMBER [REDACTED] TRA 04045

AUTH 574627 0916 S N  
SEQ 2 0000 000 000  
SITUS OR LOCATION



THE COUNTY OF LOS ANGELES IS REQUIRED BY LAW TO COLLECT THE TAXES FOR ALL SCHOOL DISTRICTS, CITIES, AND OTHER TAXING AGENCIES.

**PROPERTY DESCRIPTION**

ASSESSMENT NUMBER INDEX NUMBER BILL NUMBER

[REDACTED]  
[REDACTED]  
ESCAPED ASSESSMENT FOR YEAR 2014  
PURSUANT TO SEC 531 R & T CODE.  
3CF9136NZ  
FOR INFORMATION CALL (213) 974-3119

**ASSESSED VALUES**

VALUES ARE DETERMINED BY THE  
COUNTY ASSESSOR. REFER QUESTIONS  
CONCERNING VALUE TO: 1(213)974-3119

**FULL VALUE**

MARINE 5400  
  
TOTAL 5400

**GENERAL TAX LEVY AND VOTED INDEBTEDNESS**

TAXING AGENCY	RATE	AMOUNT
GENERAL TAX LEVY		
ALL AGENCIES	1.000000 \$	54.00
VOTED INDEBTEDNESS		
UNIFIED SCHOOLS	.039168	2.11
COMMUNITY COLLEGE	.023412	1.26
METRO WATER DIST	.003500	.19
TOTAL VOTED INDEBTEDNESS	\$	3.56
TOTAL TAX	1.066080 \$	57.56

PAYMENT WILL BE ACCEPTED WITHOUT PENALTY  
UNTIL 11-30-14

**TOTAL TAX \$ 57.56**

10% PENALTY AFTER 11/30/2014  
COLLECTION COSTS  
ADDITIONAL PENALTIES  
TOTAL AFTER PENALTIES

IF NOT PAID BY THE DELINQUENT DATE, AN ADDITIONAL COLLECTION COST OF UP TO \$49.00 WILL BE ASSESSED.  
Any returned payments will be subject to a fee of \$33.00. INCLUDE THE YEAR AND BILL NUMBER ON ALL PAYMENTS AND CORRESPONDENCE  
SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Do not include notes, letters or check stubs with your payment. DETACH AND MAIL STUB WITH YOUR PAYMENT Do not fold, tape, staple or clip payment stub to check.

2014 BILL No.: 49200803 ASSESSMENT NUMBER 3CF9136NZ  
SEQ 000 PAYKEY 8 INDEX NUMBER  
AUTH 574627 0916 S N

**BILL IS NOW DUE AND PAYABLE. NO ADDITIONAL BILLING WILL BE MADE.**

**TOTAL TAX \$ 57.56**

10% PENALTY AFTER 11/30/2014  
COLLECTION COSTS  
ADDITIONAL PENALTIES  
TOTAL AFTER PENALTIES



MAKE PAYMENTS  
PAYABLE TO:

11/30/2014  
LOS ANGELES COUNTY TAX COLLECTOR  
P.O. BOX 54888  
LOS ANGELES, CA 90054 0888

X



THE COUNTY OF LOS ANGELES IS REQUIRED BY LAW TO COLLECT THE TAXES FOR ALL SCHOOL DISTRICTS, CITIES AND OTHER TAXING AGENCIES.

K

B&R

ASSESSMENT NUMBER	INDEX NUMBER
[REDACTED]	[REDACTED]

Please make check payable to  
LOS ANGELES COUNTY TAX COLLECTOR

WRITE THESE NUMBERS ON YOUR CHECK AND CORRESPONDENCE			
Year	Seq. No.	BILL NUMBER	Pay Key
15	000	40688047	9

2015

**MAIL EARLY - AVOID PENALTY**  
**SEND THIS UPPER PORTION WITH YOUR PAYMENT**



90011

<b>TOTAL TAX</b>	<b>258.35</b>
10% Penalty After	08312015
Collection Costs	
Additional Penalties	
Total After Penalties	

THIS BILL IS NOW DUE AND PAYABLE  
NO ADDITIONAL BILLING WILL BE MADE

AUTH 000000 0000 00004

x



25 83

25 83

DETACH HERE

**UNSECURED PROPERTY TAX BILL**

2015

UNSECURED PROPERTY TAX FOR FISCAL YEAR JULY 1, 2015 TO JUNE 30, 2016

SALE OR DISPOSAL OF THIS PROPERTY AFTER JANUARY 1, 2015 DOES NOT RELIEVE THE ASSESSEE OF THIS TAX.

PAYMENT WILL BE ACCEPTED WITHOUT PENALTY UNTIL  
08-31-2015  
TRA 00004  
AUTH 000000 0000



90011

5120 001 006

SITUS OR LOCATION



00000

PROPERTY DESCRIPTION			ASSESSED VALUES
ASSESSMENT NUMBER	INDEX NUMBER	BILL NUMBER	VALUES ARE DETERMINED BY THE COUNTY
4212520000	28122812	40688047	ASSESSOR REFER QUESTIONS/ CONCERNING VALUE TO (310) 665-5300
			FULL VALUE
			BUS PP 21200
			TOTAL VALUE 21200
			LESS EXEMPT 0
			NET VALUE 21200
GENERAL TAX LEVY AND VOTED INDEBTEDNESS			
TAXING AGENCY	RATE	AMOUNT	
TOTAL TAX		258.35	
			<b>TOTAL TAX 258.35</b>
			10% Penalty After 08312015
			Collection Costs
			Additional Penalties
			Total After Penalties

THERE WILL BE A \$33.00 CHARGE FOR ANY RETURNED CHECK.

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

B\$52

LOS ANGELES COUNTY TAX COLLECTOR

06-12-15

YOUR CANCELLED CHECK IS YOUR BEST RECEIPT

225 N Hill St, Rm 122 Los Angeles, CA 90012 Phone: 1(213) 893 7935





**COUNTY OF LOS ANGELES**  
 DEPARTMENT OF TREASURER AND TAX COLLECTOR  
 225 NORTH HILL ST., RM. 122, P. O. BOX 514818, LOS ANGELES, CALIFORNIA 90051- 4818

**M**

**NOTICE OF LIEN**

MM/DD/CCYY

Tax\$ 999999999.99 Pert.\$ 999999.99 Add'l Pen.\$ 999999.99  
 Collection Cost\$ 99999.99 Total\$ 999999999.99  
 If payment is received by \_\_\_\_\_ → MM/DD/YY

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CCYY BILL NUMBER 99999999  
 TRA# 99999

LOCATION XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

INDEX NUMBER

Notice is hereby given by the Tax Collector of the County of Los Angeles that a **TAX LIEN** has been filed for non-payment of unsecured property taxes. The lien amount includes taxes, penalties, and collection costs. Additional penalties of 1 1/2% per month will accrue the first of each month. Pursuant to the Revenue and Taxation Code of the State of California, the Tax Collector may seize and sell property to satisfy the tax lien unless payment is made immediately. Pay promptly to avoid the seizure. To ensure proper credit to your account, we encourage you to use the lower portion of this notice and include it with your remittance. An envelope is enclosed for your convenience. **Partial payments are accepted. However, in accordance with State law, payments are applied in the following order, costs, penalties and tax. Therefore, any remaining unpaid tax is subject to all applicable penalties.**

**A certified copy of the recorded lien will be mailed to you under separate cover by the Los Angeles County Registrar-Recorder's Office.**

\_\_\_\_\_  
 Treasurer and Tax Collector

Revenue and Enforcement  
 Division Phone: 1 (213) 893-7935  
 Email: [unsecured@ttc.lacounty.gov](mailto:unsecured@ttc.lacounty.gov)

**NOTE: THERE WILL BE A \$33.00 SERVICE CHARGE FOR ANY CHECK RETURNED BY THE BANK FOR ANY REASON.**

MMDDYY

999

**COUNTY OF LOS ANGELES**  
 DEPARTMENT OF TREASURER AND TAX COLLECTOR  
 225 NORTH HILL ST., RM. 122, P. O. BOX 514818, LOS ANGELES, CALIFORNIA 90051- 4818

**NOTICE OF LIEN**

CCYY BILL No.: 99999999  
 TRA#: 99999  
 PROCESS DATE: MMDDYY

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Tax\$ 999999999.99 Pen.\$ 999999.99 Add'l Pen \$ 999999.99  
 Collection Cost\$ 99999.99 Total\$ 999999999.99  
 If payment is received by \_\_\_\_\_ → MM/DD/YY

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COUNTY OF LOS ANGELES

TREASURER AND TAX COLLECTOR

225 NORTH HILL ST., RM. 122, LOS ANGELES, CA 90012, P. O. BOX 514818, LOS ANGELES, CALIFORNIA 90051-4818

N

NOTICE OF LIEN

06/05/2015

Tax\$ 25.70 Pen.\$ 2.57 Add'l Pen.\$ 3.08
Collection Cost\$ 49.00 Total\$ 80.35
If payment is received by 06/30/15



2014 BILL NUMBER
TRA# 13263

LOCATION

INDEX NUMBER

SECOND NOTICE

Notice is hereby given by the Tax Collector of the County of Los Angeles that a TAX LIEN has been filed for non-payment of unsecured property taxes. The lien amount includes taxes, penalties, and collection costs. Additional penalties of 1 1/2 percent per month will accrue the first of each month. Pursuant to the Revenue and Taxation Code of the State of California, the Tax Collector may seize and sell property to satisfy the tax lien unless payment is made immediately. Pay promptly to avoid the seizure. To ensure proper credit to your account, we encourage you to use the lower portion of this notice and include it with your remittance. An envelope is enclosed for your convenience. Partial payments are accepted. However, in accordance with State law, payments are applied in the following order, costs, penalties and tax. Therefore, any remaining unpaid tax is subject to all applicable penalties.

A certified copy of the recorded lien will be mailed to you under separate cover by the Los Angeles County Registrar-Recorder's Office.

JOSEPH KELLY
Treasurer and Tax Collector

Revenue and Enforcement Division
Phone: 1 (213) 893-7935
Email: unsecured@ttc.lacounty.gov

NOTE: ANY RETURNED PAYMENTS WILL BE SUBJECT TO A FEE OF \$33.00.

140313

15

SECOND NOTICE

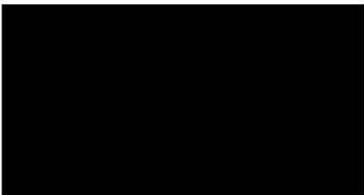
COUNTY OF LOS ANGELES

TREASURER AND TAX COLLECTOR

225 NORTH HILL ST., RM. 122, LOS ANGELES, CA 90012, P. O. BOX 514818, LOS ANGELES, CALIFORNIA 90051-4818

NOTICE OF LIEN

2014 BILL No.:
TRA#: 13263
PROCESS DATE: 140313



Tax\$ 25.70 Pen.\$ 2.57 Add'l Pen.\$ 3.08
Collection Cost\$ 49.00 Total\$ 80.35
If payment is received by 06/30/15

X







**COUNTY OF LOS ANGELES**  
 DEPARTMENT OF TREASURER AND TAX COLLECTOR  
 225 NORTH HILL ST., RM. 122, P.O. BOX 514818, LOS ANGELES, CALIFORNIA 90051-4818  
**NOTICE OF ENFORCEMENT -- PRIOR**

**P**

MM/DD/CCYY

Tax\$99999999.99 Pen.\$ 99999.99 Add'l Pen.\$ 999999999.99  
 Collection Cost\$ 99999.99 Total\$ 999999999.99

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ASSESSMENT NUMBER CCYY BILL NUMBER 99999999  
 XXXXXXXXXXXX TRA# 99999  
 LOCATION XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
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 KIND OF PROPERTY XXXXXXXXXXXXXXXX  
 INDEX NUMBER XXXXXXXX

Payment for the above unsecured property tax assessment was not received or postmarked by the due date. As a result, a 10% penalty and a \$20.00 collection cost have been assessed. If full payment is not received or postmarked by the U.S Post Office on or before MMDDYY an additional collection cost of \$99999.99 will be added, penalties at the rate of 1 1/2% per month will be assessed and additional enforcement proceedings will be instituted.

Enforcement proceedings will include one or all of the following: recording of a tax lien, assessing of additional costs, intercepting state income tax refunds, inability to register boats and jet skis with the Department of Motor Vehicles, seizure and sale of personal property.

Questions regarding payments should be directed to 1 (213) 893-7935. Unsecured taxes are legally due each year on the lien date of January 1. Property is assessed to the person who owns, controls or has beneficial use of the property as of that date. Removal or disposal of the property after January 1 does not change the tax liability. Questions regarding the proper person to be assessed or the valuation should be directed to the Los Angeles County Assessor's Office at 500 West Temple Street, Room 225, Los Angeles, CA 90012, or call 1 (213) 974-3211.

Partial payments are accepted. However, in accordance with State law, payments are applied in the following order, costs, penalties and tax. Therefore, any remaining unpaid tax is subject to all applicable penalties.

NOTE: THERE WILL BE A \$33.00 SERVICE CHARGE  
 FOR ANY CHECK RETURNED BY THE BANK  
 FOR ANY REASON.

Treasurer and Tax Collector

999999

Revenue and Enforcement Division  
 Phone 1(213) 893-7935  
 Email unsecured@ttc.lacounty.gov

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**COUNTY OF LOS ANGELES**  
 DEPARTMENT OF TREASURER AND TAX COLLECTOR  
 225 NORTH HILL ST., RM. 122, P.O. BOX 514818, LOS ANGELES, CALIFORNIA 90051-4818  
**NOTICE OF ENFORCEMENT**

CCYY BILL No.: 9999999  
 TRA#: 99999  
 PROCESS DATE MMDDYY  
 99999.99 Add'l Pen.\$ 999999999.99  
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Tax\$99999999.99 Pen.\$  
 Collection Cost\$ 20.00 Total\$

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COUNTY OF LOS ANGELES

DEPARTMENT OF TREASURER AND TAX COLLECTOR

225 NORTH HILL ST., RM. 122, P. O. BOX 514818, LOS ANGELES, CALIFORNIA 90051- 4818



NOTICE OF LIEN -- PRIOR

MM/DD/CCYY

Tax\$ 999999999.99 Pert \$ 999999.99 Add'l Pen.\$ 999999.99
Collection Cost\$ 99999.99 Total\$ 999999999.99
If payment is received by MM/DD/YY

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CCYY BILL NUMBER 99999999
TRA# 99999

LOCATION XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

INDEX NUMBER

Notice is hereby given by the Tax Collector of the County of Los Angeles that a TAX LIEN has been filed for non-payment of unsecured property taxes. The lien amount includes taxes, penalties, and collection costs. Additional penalties of 1 1/2 % per month will accrue the first of each month. Pursuant to the Revenue and Taxation Code of the State of California, the Tax Collector may seize and sell property to satisfy the tax lien unless payment is made immediately. Pay promptly to avoid the seizure. To ensure proper credit to your account, we encourage you to use the lower portion of this notice and include it with your remittance. An envelope is enclosed for your convenience. Partial payments are accepted. However, in accordance with State law, payments are applied in the following order, costs, penalties and tax. Therefore, any remaining unpaid tax is subject to all applicable penalties.

A certified copy of the recorded lien will be mailed to you under separate cover by the Los Angeles County Registrar-Recorder's Office.

Treasurer and Tax Collector

Revenue and Enforcement
Division Phone: 1 (213) 893-7935
Email: unsecured@ttc.lacounty.gov

NOTE: THERE WILL BE A \$33.00 SERVICE CHARGE FOR ANY CHECK RETURNED BY THE BANK FOR ANY REASON.

MMDDYY

999

COUNTY OF LOS ANGELES

DEPARTMENT OF TREASURER AND TAX COLLECTOR

225 NORTH HILL ST., RM. 122, P. O. BOX 514818, LOS ANGELES, CALIFORNIA 90051- 4818

NOTICE OF LIEN -- PRIOR

CCYY BILL No.: 99999999
TRA# 99999

PROCESS DATE: MMDDYY

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Tax\$ 999999999.99 Pen.\$ 999999.99 Add'l Pen.\$ 999999.99
Collection Cost\$ 99999.99 Total\$ 999999999.99
If payment is received by MM/DD/YY

THE COUNTY OF LOS ANGELES IS REQUIRED BY LAW TO COLLECT THE TAXES FOR ALL SCHOOL DISTRICTS, CITIES AND OTHER TAXING AGENCIES.

**THIS IS A DELINQUENT BILL WITH ADDITIONAL PENALTIES COMPUTED THRU 5/31/2015**

ASSESSMENT NUMBER [REDACTED]	INDEX NUMBER
---------------------------------	--------------

Please make check payable to:  
LOS ANGELES COUNTY TAX COLLECTOR

WRITE THESE NUMBERS ON YOUR CHECK AND CORRESPONDENCE			Pay Key
Year	Seq. No.	BILL NUMBER	
93		9905659	1

**PRIOR YEAR COMPUTE DATE: 1505** R

**MAIL EARLY - AVOID PENALTY**  
**SEND THIS UPPER PORTION WITH YOUR PAYMENT**

<b>TOTAL TAX</b>	<b>307 47</b>
10% Penalty After	30 74
Collection Costs	
Additional Penalties 1505	1148 40
Total After Penalties	1486 61

THIS BILL IS NOW DUE AND PAYABLE  
  
NO ADDITIONAL BILLING WILL BE MADE

AUTH 905659 0405 S 09813

E111719

DETACH HERE

## UNSECURED PROPERTY TAX BILL

**PRIOR YEAR \*\*\*\*\* 1993**

UNSECURED PROPERTY TAX FOR FISCAL YEAR JULY 1, 1993 TO JUNE 30, 1994

**SALE OR DISPOSAL OF THIS PROPERTY AFTER JANUARY 1, 1993 DOES NOT RELIEVE THE ASSESSEE OF THIS TAX.**

TRA 09813  
AUTH 905659 0405 S  
0000 000 000  
SITUS OR LOCATION:

PROPERTY DESCRIPTION			VALUES										
ASSESSMENT NUMBER	INDEX NUMBER	BILL NUMBER											
[REDACTED]		9905659	VALUES ARE DETERMINED BY THE COUNTY ASSESSOR. FOR QUESTIONS: (213) 974-3211										
ASSESSMENT ADDED PURSUANT TO SEC 531 R&T CODE FOR YR 1992. 09813 1N6755N FOR INFO CALL (213) 974-3119 T8 1.138796			CONFIRMING VALUE TO:  <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">BUS PP</td> <td style="text-align: right;">27000</td> </tr> <tr> <td>TOTAL VALUE</td> <td style="text-align: right;">27000</td> </tr> <tr> <td>NET VALUE</td> <td style="text-align: right;">27000</td> </tr> </table>	BUS PP	27000	TOTAL VALUE	27000	NET VALUE	27000				
BUS PP	27000												
TOTAL VALUE	27000												
NET VALUE	27000												
GENERAL TAX LEVY AND VOTED INDEBTEDNESS													
TAXING AGENCY	RATE	AMOUNT											
THE AMOUNT DUE INCLUDES ADDITIONAL PENALTIES CALCULATED AT 1 1/2 % PER MONTH.  TERM: E111719 150514			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><b>TOTAL TAX</b></td> <td><b>307 47</b></td> </tr> <tr> <td>10% Penalty After</td> <td>30 74</td> </tr> <tr> <td>Collection Costs</td> <td></td> </tr> <tr> <td>Additional Penalties 1505</td> <td>1148 40</td> </tr> <tr> <td>Total After Penalties</td> <td>1486 61</td> </tr> </table>	<b>TOTAL TAX</b>	<b>307 47</b>	10% Penalty After	30 74	Collection Costs		Additional Penalties 1505	1148 40	Total After Penalties	1486 61
<b>TOTAL TAX</b>	<b>307 47</b>												
10% Penalty After	30 74												
Collection Costs													
Additional Penalties 1505	1148 40												
Total After Penalties	1486 61												

**THIS IS A DELINQUENT BILL WITH ADDITIONAL PENALTIES COMPUTED THRU 5/31/2015**

# **Secured – Unable to Process Sample**



**JOSEPH KELLY**  
TREASURER AND TAX COLLECTOR

## COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION  
225 NORTH HILL STREET, ROOM 115  
LOS ANGELES, CALIFORNIA 90012  
TELEPHONE: (213) 974-2111 FAX: (213) 620-7948



HOME PAGE  
[TTC.LACOUNTY.GOV](http://TTC.LACOUNTY.GOV)

PROPERTY TAX PORTAL  
[LACOUNTYPROPERTYTAX.COM](http://LACOUNTYPROPERTYTAX.COM)

May 11, 2015

John and Jane Smith  
1234 Carter Circle  
Palos Verdes, California 90274

Dear Mr. and Ms. Smith:

### **ASSESSOR'S IDENTIFICATION NUMBER 1233-445-678**

Enclosed is your check number 12793 for payment received in our office. We find that we are unable to process your check for one of items listed below.

- **Blank Check** - your check only had a signature, no amount due, and no payee indicated.
- **Incomplete Check** - your check was missing either the legal written money amount owed and/or authorized signature needed to process your payment.
- **Damaged Check** – the check, stub, and payment envelope items were damaged by the Treasurer and Tax Collector - TTC or USPS – United States Postal Service (where indicated) automated payment processing machines. We apologize for any inconvenience this error may have caused.
- **Wrong Address/Addressee** – This payment is intended for another party other than the Treasurer-Tax Collector.
- **No MICR** - Magnetic Ink Character Recognition (MICR) line. (See attached for an example of a check with a MICR line.) Payments without a MICR line will not be accepted by the Treasurer and Tax Collector and will be returned subject to late fees and applicable penalties. The MICR consists of a special set of characters at the bottom of a check that can be recognized by high-speed magnetic recognition equipment. This series of readable characters provides the payee's bank with the information necessary to process a check payment, including a bank routing number, checking account number, check number, and in some cases, the amount of the check. The volume of checks we handle and the complexity of our remittance operations has required that we automate the processing of payments. As part of this automation, we deposit payments with our partner banks electronically, and our partner banks will not process checks/money orders without the MICR line electronically, nor will they process these items manually.

In order to satisfy your tax liabilities we have provided for your use a Substitute Tax Bill and/or Statement of Prior Year Tax Bill that reflects the current amount due. If your taxes have been paid the Substitute Tax Bill and/or Certificate of Redemption is a paid receipt. Please resubmit a replacement payment along with a copy of this letter by the due date listed on the enclosed bill.

John and Jane Smith  
May 11, 2015  
Page 2

If you have questions or require further information, please contact our office at the above telephone number.

Very truly yours,

JOSEPH KELLY  
Treasurer and Tax Collector

X. XXX, Supervisor  
Program Services  
Public Service Division

LL:CS:cs  
X: UnabletoProcessLtr

Enclosure

## Estimated Mail-Out Counts FY 2013-2014

### SOW Section 3.3 - Mail Processing

Type	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Total
F. Damaged Checks	0	0	0	5	9	18	6	0	2	8	0	3	51
G. Unable to Process Checks	1	1	0	15	29	25	4	4	7	26	3	11	126
H. Checks Received in Error	0	0	0	0	8	2	0	0	0	0	0	2	12
<b>Subtotal</b>	1	1	0	20	46	45	10	4	9	34	3	16	189

### SOW Section 3.6 - Lockbox Processing

Type	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Total
I. Unidentified Remittance Process	117	243	260	60	70	187	82	67	103	192	52	68	1501

<b>Grand Total</b>	118	244	260	80	116	232	92	71	112	226	55	84	1690
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Los Angeles County

Treasurer and Tax Collector

Secured  
Property Taxes
[Home](#) | [Services](#) | [Payment Information](#) | [Other Links](#)

Text-Only | Font Size: Normal Large Largest

[TTC Home](#) > [Secured Property Taxes](#) > [Understanding Postmarks](#)

## Understanding Postmarks

### AVOID PENALTIES BY UNDERSTANDING POSTMARKS

Property tax payments must be received or **postmarked** by the delinquency date to avoid penalties. If a payment is received after the delinquency date, with no postmark, the payment is considered late and penalties will be imposed, in accordance with State law. The 1st installment will be imposed a 10% penalty and the 2nd installment will be imposed a 10% penalty and a \$10 cost. For example, if the amount due for the 1st installment is \$2,000, a 10% penalty of \$200 will be imposed. If the amount due for the 2nd installment is \$2,000, a 10% penalty of \$200 and a \$10 cost (total \$210) will be imposed.

**POSTMARKS** are imprints on letters, flats, and parcels that show the name of the United States Postal Service (USPS) office that accepted custody of the mail, along with the state, the zip code, and the date of mailing. The postmark is generally applied, either by machine or by hand, with cancellation bars to indicate that the postage cannot be reused.

Taxpayers who send their payments by mail are cautioned that the USPS only postmarks certain mail depending on the type of postage used, and may not postmark mail on the same day deposited by a taxpayer.

#### Postage that **is** postmarked:

**STANDARD POSTAGE STAMPS:** Stamps purchased and affixed to mail as evidence of the payment of postage.

#### Postage that is **not** postmarked:

**METERED MAIL:** Mail on which postage is printed directly on an envelope or label by a postage machine licensed by the USPS. Many private companies use these types of postage machines.

**PRE-CANCELED STAMP:** Stamps sold through a private vendor, such as stamps.com®.

**AUTOMATED POSTAL CENTER (APC) STAMPS:** Stamps, with or without a date, purchased from machines located within a USPS lobby.

**PERMIT IMPRINT:** Pre-sorted mail used by bill pay services, such as online home banking.

If you use these types of postage, the USPS will **not** postmark your mail. You will be charged a 10% penalty and a \$10 cost, if applicable, if we do not receive your mailed payment by the delinquency date.

#### Other options:

Purchase and complete a **CERTIFICATE OF MAILING** from the USPS, which is a receipt that provides evidence of the date that your mail was presented to the USPS for mailing. It can only be purchased at the time of mailing through the USPS. The USPS charges a fee for this service.

Purchase a **POSTAGE VALIDATED IMPRINT (PVI) Label** from a USPS retail counter or window. The PVI is applied to a piece of mail by personnel at the retail counter or window when postage has been paid to mail that item. The item is retained in USPS custody and is not handed back to the customer. The date printed on the PVI label is the date of mailing.

### SAVE MONEY! SAVE TIME! PAY ONLINE!

Pay online for free using your checking account and the Personal Identification Number (PIN) from your bill.

To make a payment now, go to [Online Payments](#).

There is no need to write a check, hunt for stamps, or travel to a mailbox. You do not have to worry about mail delays or post office closures.

- v There is **no charge** for electronic check payments. You will need the Personal Identification Number (PIN) that is printed on the original tax bill. Each transaction total is limited to \$999,999.99.
- v You may also pay online by using a credit card (Visa, MasterCard, Discover or American Express). However, there are processing fees when paying by credit card. Each transaction total is limited to \$99,999.99, including all service fees.
- v Electronic payments can be made 24/7 - Payments are accepted up until 11:59 p.m. Pacific Time on the due date.



# SUBSTITUTE SECURED PROPERTY TAX BILL

JULY 1, 2014 TO JUNE 30, 2015

CRT: U#40  
E110542

LOS ANGELES COUNTY TAX COLLECTOR

225 North Hill Street, Los Angeles, CA 90012

FOR ASSISTANCE CALL 1(213) 974-2111 OR 1(888) 807-2111, ON THE WEB AT [lacountypropertytax.com](http://lacountypropertytax.com)

ELECTRONIC FUND TRANSFER NUMBER  
ID#:19 [REDACTED] 1 YR:14 SEQ:0004

SITUS ADDRESS:  
[REDACTED]

ASSESSOR'S ID. NO.					1ST INSTALLMENT	2ND INSTALLMENT	TOTAL TAX
Map Book	Page	Parcel	Year	Seq. No.	10% Penalty After	10% Penalty + \$10.00 Cost After	Parishes Apply When Shows
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	12 10 14	04 10 15	
TAX					1448 98	1448 96	2897 94
PENALTY					00	00	00
TOTAL					1448 98	1448 96	2897 94
NET PD/REF					00	00	00
DUE					1448 98	1448 96	2897 94

ROLL YEAR	CURRENT ASSESSED VALUE	PRIOR ASSESSED VALUE	TAXABLE VALUE
LAND	105298		105298
IMPROVEMENTS	100033		100033
FIXTURES			
AUTH. NO.: 000153 LC			TOTAL 205331
PRINT DATE: 05 13 15			LESS EXEMPTION
			NET TAXABLE VALUE 205331

ANY RETURNED PAYMENT MAY BE SUBJECT TO A FEE UP TO \$50.00.

IN ADDITION TO THIS BILL OUR RECORDS INDICATE THAT THERE ARE OTHER TAXES DUE ON THIS PROPERTY

ANNUAL PRIOR DELINQUENCY

[REDACTED]

000153 LC

EFF: 04 10 15

PAY THIS AMOUNT BY:

NOW PENW 05 13 15

USE THESE NUMBERS ON ALL PAYMENTS AND CORRESPONDENCE						
ASSESSOR'S ID. NO.						Pay Key
Map Book	Page	Parcel	Year	Seq. No.		
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		2
2ND INSTALLMENT					INDICATE AMOUNT PAID	
1448 96						

74293

If not paid by add penalty and cost

of to 2nd Installment 154 89

for a total of: 1603 85

CRT: U#40  
E110542

MAKE PAYMENT PAYABLE TO:  
Please write the ASSESSOR'S ID NO. on the lower left corner of your payment.

LOS ANGELES COUNTY TAX COLLECTOR  
P.O. BOX 512102  
LOS ANGELES, CA 90051-0102

15714000461500040540000144896000016038529320410

## DETACH AND MAIL THIS STUB WITH 2ND INSTALLMENT PAYMENT

ANNUAL PRIOR DELINQUENCY

[REDACTED]

000153 LC

EFF: 12 10 14

PAY THIS AMOUNT BY:

NOW PENW 05 13 15

USE THESE NUMBERS ON ALL PAYMENTS AND CORRESPONDENCE						
ASSESSOR'S ID. NO.						Pay Key
Map Book	Page	Parcel	Year	Seq. No.		
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		1
1ST INSTALLMENT					INDICATE AMOUNT PAID	
1448 98						

84295

If not paid by add penalty

of to 1st Installment 144 89

for a total of: 1593 87

CRT: U#40  
E110542

MAKE PAYMENT PAYABLE TO:  
Please write the ASSESSOR'S ID NO. on the lower left corner of your payment.

LOS ANGELES COUNTY TAX COLLECTOR  
P.O. BOX 512102  
LOS ANGELES, CA 90051-0102

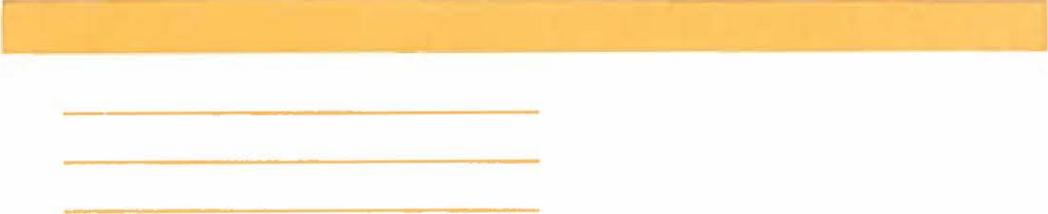
14814000461500040540000144898000015938729511210

## DETACH AND MAIL THIS STUB WITH 1ST INSTALLMENT PAYMENT

765983 (REV. 7/2014)

2

1



LOS ANGELES COUNTY TAX COLLECTOR  
ATTN: EXCEPTION PROCESSING  
PO BOX 512102  
LOS ANGELES CA 90051-0102

# Recap Reports

## THESE REPORTS ARE REPRESENTATIVE EXTRACTS

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Deposits by Bank Report

Consolidation - 1

Deposit Date: 09/12/2014

Bank	Bank Description	ICL		ACH		Paper		Total	
		Count	Amount	Count	Amount	Count	Amount	Count	Amount
Physical Deposits									
0	Multiple Endpoints								
	Paper Deposit	0	0.00	0	0.00	0	0.00	0	0.00
	Totals Multiple Endpoints	0	0.00	0	0.00	0	0.00	0	\$0.00
	TOTAL BANKS	0	0.00	0	0.00	0	0.00	0	\$0.00
	GRAND TOTALS:							0	\$0.00
Physical Deposits									
1	Bank of America (ONUS)								
	ACHBOA_DPST_1409121401	0	0.00	191	68,909.08	0	0.00	191	68,909.08
	ICLBOA_DPST_1409121401	694	1,215,557.55	0	0.00	0	0.00	694	1,215,557.55
	Paper Deposit	0	0.00	0	0.00	0	0.00	0	0.00
	Totals Bank of America (ONUS)	694	1,215,557.55	191	68,909.08	0	0.00	885	\$1,284,466.63
2	Bank of America Mixed								
	ACHMIX_DPST_1409121402	0	0.00	1,064	336,346.66	0	0.00	1,064	336,346.66
	ICLMIX_DPST_1409121402	1,345	3,572,108.55	0	0.00	0	0.00	1,345	3,572,108.55
	Paper Deposit	0	0.00	0	0.00	0	0.00	0	0.00
	Totals Bank of America Mixed	1,345	3,572,108.55	1,064	336,346.66	0	0.00	2,409	\$3,908,455.21
3	Wells Fargo								
	ICLWELLS_DPST_140912140103	528	746,572.76	0	0.00	0	0.00	528	746,572.76
	Paper Deposit	0	0.00	0	0.00	0	0.00	0	0.00
	Totals Wells Fargo	528	746,572.76	0	0.00	0	0.00	528	\$746,572.76
4	Union Bank								
	ICLUBOC_DPST_140912140104	136	99,060.90	0	0.00	0	0.00	136	99,060.90
	Paper Deposit	0	0.00	0	0.00	0	0.00	0	0.00
	Totals Union Bank	136	99,060.90	0	0.00	0	0.00	136	\$99,060.90
5	Bank of the West								
	ICLBOW_DPST_140912140101	50	84,639.43	0	0.00	0	0.00	50	84,639.43
	Paper Deposit	0	0.00	0	0.00	0	0.00	0	0.00
	Totals Bank of the West	50	84,639.43	0	0.00	0	0.00	50	\$84,639.43
	TOTAL BANKS	2,753	5,717,939.19	1,255	405,255.74	0	0.00	4,008	\$6,123,194.93

Deposits by Bank Report

Consolidation - 2

Deposit Date: 09/12/2014

Bank	Bank Description	ICL		ACH		Paper		Total	
		Count	Amount	Count	Amount	Count	Amount	Count	Amount
Physical Deposits									
0	Multiple Endpoints								
	Paper Deposit	0	0.00	0	0.00	0	0.00	0	0.00
	Totals Multiple Endpoints	0	0.00	0	0.00	0	0.00	0	\$0.00
	TOTAL BANKS	0	0.00	0	0.00	0	0.00	0	\$0.00
	GRAND TOTALS:							0	\$0.00
Physical Deposits									
1	Bank of America (ONUS)								
	ICLBOA_DPST_1409121706	129	1,867,679.45	0	0.00	0	0.00	129	1,867,679.45
	Paper Deposit	0	0.00	0	0.00	0	0.00	0	0.00
	Totals Bank of America (ONUS)	129	1,867,679.45	0	0.00	0	0.00	129	\$1,867,679.45
2	Bank of America Mixed								
	ICLMIX_DPST_1409121707	273	1,591,066.17	0	0.00	0	0.00	273	1,591,066.17
	Paper Deposit	0	0.00	0	0.00	0	0.00	0	0.00
	Totals Bank of America Mixed	273	1,591,066.17	0	0.00	0	0.00	273	\$1,591,066.17
3	Wells Fargo								
	ICLWELLS_DPST_140912170208	84	366,451.43	0	0.00	0	0.00	84	366,451.43
	Paper Deposit	0	0.00	0	0.00	0	0.00	0	0.00
	Totals Wells Fargo	84	366,451.43	0	0.00	0	0.00	84	\$366,451.43
4	Union Bank								
	ICLUBOC_DPST_140912170209	11	60,621.24	0	0.00	0	0.00	11	60,621.24
	Paper Deposit	0	0.00	0	0.00	0	0.00	0	0.00
	Totals Union Bank	11	60,621.24	0	0.00	0	0.00	11	\$60,621.24
5	Bank of the West								
	ICLBOW_DPST_140912170201	8	4,215.31	0	0.00	0	0.00	8	4,215.31
	Paper Deposit	0	0.00	0	0.00	0	0.00	0	0.00
	Totals Bank of the West	8	4,215.31	0	0.00	0	0.00	8	\$4,215.31
	TOTAL BANKS	505	3,890,033.60	0	0.00	0	0.00	505	\$3,890,033.60

**Deposits by Bank Report**

Consolidation - All

Deposit Date: 09/12/2014 - 09/12/2014

Bank	Bank Description	ICL		ACH		Paper		Total	
		Count	Amount	Count	Amount	Count	Amount	Count	Amount
<b>Physical Deposits</b>									
0	Multiple Endpoints								
	Paper Deposit	0	0.00	0	0.00	0	0.00	0	0.00
	Totals Multiple Endpoints	0	0.00	0	0.00	0	0.00	0	\$0.00
	<b>TOTAL BANKS</b>	0	0.00	0	0.00	0	0.00	0	\$0.00
	<b>GRAND TOTALS:</b>							0	\$0.00
<b>Physical Deposits</b>									
1	Bank of America (ONUS)								
	ACHBOA_DPST_1409121401	0	0.00	191	68,909.08	0	0.00	191	68,909.08
	ICLBOA_DPST_1409121401	694	1,215,557.55	0	0.00	0	0.00	694	1,215,557.55
	ICLBOA_DPST_1409121706	129	1,867,679.45	0	0.00	0	0.00	129	1,867,679.45
	Paper Deposit	0	0.00	0	0.00	0	0.00	0	0.00
	<b>Totals Bank of America (ONUS)</b>	823	3,083,237.00	191	68,909.08	0	0.00	1,014	\$3,152,146.08
2	Bank of America Mixed								
	ACHMIX_DPST_1409121402	0	0.00	1,064	336,346.66	0	0.00	1,064	336,346.66
	ICLMIX_DPST_1409121402	1,345	3,572,108.55	0	0.00	0	0.00	1,345	3,572,108.55
	ICLMIX_DPST_1409121707	273	1,591,066.17	0	0.00	0	0.00	273	1,591,066.17
	Paper Deposit	0	0.00	0	0.00	0	0.00	0	0.00
	<b>Totals Bank of America Mixed</b>	1,618	5,163,174.72	1,064	336,346.66	0	0.00	2,682	\$5,499,521.38
3	Wells Fargo								
	ICLWELLS_DPST_140912140103	528	746,572.76	0	0.00	0	0.00	528	746,572.76
	ICLWELLS_DPST_140912170208	84	366,451.43	0	0.00	0	0.00	84	366,451.43
	Paper Deposit	0	0.00	0	0.00	0	0.00	0	0.00
	<b>Totals Wells Fargo</b>	612	1,113,024.19	0	0.00	0	0.00	612	\$1,113,024.19
4	Union Bank								
	ICLUBOC_DPST_140912140104	136	99,060.90	0	0.00	0	0.00	136	99,060.90
	ICLUBOC_DPST_140912170209	11	60,621.24	0	0.00	0	0.00	11	60,621.24
	Paper Deposit	0	0.00	0	0.00	0	0.00	0	0.00
	<b>Totals Union Bank</b>	147	159,682.14	0	0.00	0	0.00	147	\$159,682.14
5	Bank of the West								
	ICLBOW_DPST_140912140101	50	84,639.43	0	0.00	0	0.00	50	84,639.43
	ICLBOW_DPST_140912170201	8	4,215.31	0	0.00	0	0.00	8	4,215.31
	Paper Deposit	0	0.00	0	0.00	0	0.00	0	0.00
	<b>Totals Bank of the West</b>	58	88,854.74	0	0.00	0	0.00	58	\$88,854.74
	<b>TOTAL BANKS</b>	3,258	9,607,972.79	1,255	405,255.74	0	0.00	4,513	\$10,013,228.53

Site Deposit Recap Report

09/12/2014

(Clients 1 – 5)

17:08:02

Consolidation - All

Deposit Date: 09/12/2014 - 09/12/2014

<u>Total By Client</u>	<u>Check Count</u>	<u>Total Amount</u>
Client: (1) Secured Taxes	120	\$182,913.16
Client: (2) Unsecured Taxes	239	\$258,225.68
Client: (3) SDT Taxes	650	\$1,506,796.14
Client: (4) Mixed Taxes	3	\$3,751.69
Client: (5) Personal Property Prior Taxes	37	\$35,856.84
<b>Grand Totals:</b>	<b>4,513</b>	<b>\$10,013,228.53</b>

Consolidation Date: 09/12/2014

**Client 4 (Mixed Tax) Report**

09/12/2014

Client Id: 4

Totals by Tax Type

14:23:40

Consolidation - All

Page 1 of 1

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<b>Client</b>	<b>Transaction Total</b>
1 Secured Taxes	\$1,400.35
2 Unsecured Taxes	\$242.91
<b>Consolidation Total</b>	<b>\$1,643.26</b>

Client Id: 2

Client 2 Fee Collection Report

09/12/2014

Consolidation - All

17:08:58

Consolidation Date: 09/12/2014

Page 1 of 1

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NOE	\$20.00
NOL	\$29.00
FEES SUBTOTAL	<u>\$49.00</u>
SUSPENSE	\$0.00
HOST	\$258,176.68
LESS PETTY SHY	\$0.00
PLUS PETTY OVER	\$0.00
TOTAL SITE DEPOSIT	<u>\$258,225.68</u>

Client Id(s): 1, 2, 3, 5,

Suspense Dollars Report

09/12/2014

Consolidation Date: 09/12/2014

14:31:28

Consolidation - All

---

Client	Check Count	Suspense Dollars
1 Secured Taxes	2	\$3,426.00
	2	\$3,426.00

---

Client 4 Breakdown

---

Secured	\$0.00
Unsecured	\$0.00
Defaulted	\$0.00
Total	\$0.00

---

### Summary of Rejects vs. Final Returns Bank of America

Work Date 9/12/2014

	<u>Item Count</u>	<u>Amount</u>
Rejects	5	\$1,591.49
Final Returns	4	309.30
Total	9	\$1,900.79

Summary of Redeposit of Rejected Items  
Bank of America

Deposit Date: 9/12/2014

<u>Work Date</u>	<u>Bank</u>	<u>Item Count</u>	<u>Amount</u>
9/11/2014	BOA	5	\$1,591.49 ( <i>Note 1</i> )

*Note 1 : Needs to agree with the Rejects Amount on Sample Report #6*

# ICL Non-Conforming Image Rejected Item List

=====

DATE: 9/15/2015 5:02:19 PM  
BY:

ICL SERVICES  
REJECTED ITEMS LIST

=====

FILE HEADER RECORD

CUSTOMER ID:  
FILE NAME: COUNTYLA.  
FILE CREATE DATE: 09/01/2015  
FILE CREATE TIME: 14:09  
RESEND INDICATOR: N  
FILE ID: S  
FILE STATUS: ACCEPTED-ADJ RPTD

=====

CASH LETTER HEADER RECORD

CASH LETTER ID: 6  
CASH LETTER STATUS: C/L ACCEPTED-ADJ RPTD  
NO. OF ITEMS: 1,546  
TOTAL AMOUNT: 16,799,150.10

+++++

DETAIL RECORD

BATCH NO.:  
SEQ. NO.:  
AMOUNT OF ITEMS: 211.60  
ITEM ERROR REASON: MULTIPLE  
IQA SCORE: 009  
ADDENDUM RECORD COUNT: 1

+++++

ITEM DETAIL ADDENDUM RECORD

ADDENDUM RECORD NO.: 001  
ADJUSTMENT REASON NO.: 01  
REASON DETAIL: Combined image size exceeds max of 262,144 Failing Value: 354004

+++++

DETAIL RECORD

BATCH NO.:  
SEQ. NO.:  
AMOUNT OF ITEMS: 73.14  
ITEM ERROR REASON: MULTIPLE  
IQA SCORE: 009  
ADDENDUM RECORD COUNT: 1

+++++

ITEM DETAIL ADDENDUM RECORD

ADDENDUM RECORD NO.: 001  
ADJUSTMENT REASON NO.: 01  
REASON DETAIL: Combined image size exceeds max of 262,144 Failing Value: 354487

+++++

DETAIL RECORD

BATCH NO.:  
SEQ. NO.:  
AMOUNT OF ITEMS: 3,385.36  
ITEM ERROR REASON: MULTIPLE

Consolidation Date: 09/12/2014

Host File Batch Summary Report

Report Generated:

Client ID: 2

Unsecured Taxes

09/12/2014

Consolidation #: 1

K:\Kyril\prod\upload\H0912002.001

14:23:05

Batch Id	Batch Number	Process Type	Stub Count	Check Count	Item Count	Stub Amount
9290	9290	000	1	1	2	33.26
630458	630458	000	18	18	36	31876.85
630459	630459	000	86	85	171	81563.51
630460	630460	000	71	71	142	36085.58
630461	630461	000	33	30	63	30648.52
631282	631282	000	1	1	2	7280.24
631283	631283	000	4	4	8	5483.69
631284	631284	000	14	11	25	17753.34
Grand Totals:	8		228	221	449	210,724.99

Consolidation Date: 09/12/2014

Host File Batch Summary Report

Report Generated:

Client ID: 2

Unsecured Taxes

09/12/2014

Consolidation #: 2

K:\Kyriss\prod\upload\H0912002.002

17:05:01

Batch Id	Batch Number	Process Type	Stub Count	Check Count	Item Count	Stub Amount
83690	83690		10	10	20	36320.13
83696	83696		1	1	2	7526.13
631312	631312	000	7	7	14	3605.43
Grand Totals:	3		18	18	36	47,451.69

Consolidation Date: 09/12/2014

Host File Batch Summary Report

Report Generated:

Client ID: 5

Personal Property Prior

09/12/2014

Consolidation #: 1

K:\Kyriss\prod\upload\H0912005.001

14:23:52

Batch Id	Batch Number	Process Type	Stub Count	Check Count	Item Count	Check Amount
631286	631286		1	1	2	89.32
631287	631287		11	11	22	4587.94
Grand Totals:	2		12	12	24	4,677.26

Consolidation Date: 09/12/2014  
Client ID: 5  
Consolidation #: 2

Host File Batch Summary Report  
Personal Property Prior  
K:\Kyriss\prod\upload\H0912005.002

Report Generated:  
09/12/2014  
17:05:38

Batch Id	Batch Number	Process Type	Stub Count	Check Count	Item Count	Check Amount
83691	83691		11	11	22	2299.65
83695	83695		10	11	21	28574.39
904593	904593		3	3	6	305.54
Grand Totals:	3		24	25	49	31,179.58

**COUNTY OF LOS ANGELES  
TREASURER AND TAX COLLECTOR  
FOREIGN ITEM REPORT**

DATE: \_\_\_\_\_

TOTAL ITEM COUNT: \_\_\_\_\_

TOTAL AMOUNT:     \$ \_\_\_\_\_

**COUNTY OF LOS ANGELES  
TREASURER AND TAX COLLECTOR  
ENVELOPE COUNT REPORT**

Date \_\_\_\_\_  
Number of Envelopes to be processed today : \_\_\_\_\_  
Any Equipment issues? \_\_\_\_\_  
Any Staffing issues? \_\_\_\_\_  
  
Operator: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

## Daily Statistics Report

Work Received  
February 18, 2015

### MAIL OPENING

Mail Type	Prior Day's Holdover	Tray's Received	Tray's Processed	Tray's Held Over	Work Rec'd as of 07:30am on 02/19/15
Secured	1.00	5.00	6.00	0.00	3.00
White Mail	1.00	1.25	2.25	0.00	0.75
Lockbox	0.00	0.75	0.75	0.00	0.50
Unsecured	0.00	0.25	0.25	0.00	0.25
Other Clients	0.00	0.00	0.00	0.00	0.00
<b>Totals</b>	<b>2.00</b>	<b>7.25</b>	<b>9.25</b>	<b>0.00</b>	<b>4.50</b>

Mail Type	Prior Day's Holdover	Bundles Received	Bundles Processed	Bundles Held Over	Earliest Work Date
Signature Mail	5	8	13	0	

Returned Checks	Prior Day H/O	Received	Processed	Balance
	0	51	7	44

### DAILY DEPOSITS

BANKS	Checks Count	Checks Amount	Avg. Check Amt.
BofA ACH On-U's	277	\$496,490.75	\$1,792.39
BofA ACH Mixed	1,132	\$2,349,374.24	\$2,075.42
BofA ICL On-U's	1,304	\$4,906,203.44	\$3,762.43
BofA ICL Mixed	2,631	\$13,343,068.70	\$5,071.48
BofA Paper	0	\$0.00	\$0.00
Wells Fargo ICL	973	\$3,524,589.78	\$3,622.39
Union Bank ICL	283	\$3,132,808.67	\$11,070.00
Banks of the West ICL	107	\$275,641.13	\$2,576.09
JPMC ICL	969	\$2,835,205.17	\$2,925.91
<b>Banks Totals</b>	<b>7,676</b>	<b>\$30,863,381.88</b>	<b>\$32,896.10</b>
EFT	3	\$314,494.88	
<b>Grand Totals</b>	<b>7,679</b>	<b>\$31,177,876.76</b>	

ACH/ICL Processed Checks	Total Checks	Total ACH Checks	Percentage ACH Checks
	7,676	1,409	18.36%

### IDT WORK HELD OVER

	Total Items Held Over	Earliest Work Date
Check Courtesy Amt. (CCA)		
Stub Courtesy Amt. (SCA)		
Check Courtesy Amt. (CC2)		
Check Courtesy Amt. (CC3)		
All Fields Data Entry (AFE)		
All Fields Data Entry (AF2)		
All Fields Balancing (FBL)		
Transaction Balancing (BAL)		
<b>Total IDT Work Held Over</b>	<b>0</b>	

No. of tray(stubs and Checks) ready for Pass 1 at 7:00am	02/18/15	0.50
--	----------	------

Time started Pass 1 at:	8:13 AM
Time stopped Pass 1 at:	5:16 PM
OPEX 7.5 Started at:	6:23 AM
OPEX 7.5 Stopped at:	7:17 AM

Rejects to be process	
Date	Items
02/18/15	12

**Remarks:**

- 1)
- 2)

## Month End Statistics Report

Work Received  
Month of xx/xx15

### MONTHLY DEPOSITS

BANKS	Checks Count	Checks Amount	Avg.Check Amt.
BofA ACH On-Us	6,348	\$10,976,833.34	\$1,729.18
BofA ACH Mixed	25,912	\$45,524,894.94	\$1,756.90
BofA ICL On-Us	26,447	\$106,270,407.18	\$4,018.24
BofA ICL Mixed	40,382	\$204,081,600.00	\$5,053.78
BofA Paper	12	\$274,542.89	\$22,878.57
Wells Fargo ICL	19,129	\$51,684,143.54	\$2,701.87
Union Bank ICL	4,294	\$15,168,662.34	\$3,532.52
Banks of the West ICL	2,072	\$11,702,017.21	\$5,647.69
JPMC ICL	21,261	\$43,618,357.62	\$2,051.57
<b>Banks Totals</b>	<b>145,857</b>	<b>\$489,301,459.06</b>	\$49,370.33
EFT	27	\$4,914,567.17	
<b>Grand Totals</b>	<b>145,884</b>	<b>\$494,216,026.23</b>	
ACH/ICL Processed Checks	Total Checks 145,857	Total ACH Checks 32,260	Percentage ACH Checks 22.12%

**Remarks:**

- 1)
- 2)

## Remittance Posting File

Detail Record – Client 1, 2 and 3 (One record per stub)

Field	Length	Position	Comments
Account Number	10	01 – 10	Account Number from scan line
Process Date	6	11 – 16	Process Date. Format is YYMMDD.
Constant	3	17 – 19	If INST Key=7 Then "611" Else "610"
Yr/Seq	5	20 – 24	Yr seq from scan line (bytes 4-8)
Receive Date	6	25 – 30	Receive Date in YYMMDD format
Installment Key	1	31 – 31	From Scanline
Process type	3	32 – 34	Fixed value of "057"
File Number	18	35 – 52	Julian Date-YYDDD (5), Batch# (6), Seq# (3), Txn Num (3), zero filled
Payment Amount	10	53 – 62	Applied Amount
Penalty Indicator	1	63 – 63	If the payment was delinquent (Process date > due date) or scan line date is 9999, then this field will contain the character "*". Otherwise, it will contain a space.
Defaulted Sequence	3	64 – 66	If installment Key is NOT 7 Then zeroes Else Sequence Number from scanline
Payment Type	1	67-67	If installment Key is NOT 7 Then zeroes Else Payment Type from scanline
Penalty Waive Key	1	68-68	If installment Key is NOT 7 Then zeroes from scanline
Protect Date	6	69-74	If installment Key is NOT 7 Then zeroes Else from scanline
Compute Year	2	75-76	If installment Key is NOT 7 Then zeroes Else from scanline
Compute Month	2	77-78	If installment Key is NOT 7 Then zeroes Else from scanline
Filler	1	79-79	Space
Constant	1	80 – 80	Fixed value of "L"

**Trailer Record - One record per file**

Field	Length	Position	Comments
Constant	10	01 – 10	Fixed value of “9999999999”.
Process date	6	11 – 16	This is the actual date that the file was created.
Constant	8	17 – 24	Fixed value of “99999999”.
Total Payment Amount	12	25 – 36	This is the total dollar amount of detail records
Constant	11	37 – 47	Fixed value of “99999999999”.
Record Count	11	48 – 58	This is the total number of detail records
Filler	21	59 – 79	Space filled.
Constant	1	80 – 80	Fixed value of “L”

**Detail Record – Client 5 (One record per stub)**

Field	Length	Position	Comments
Payment Date	1-6	6	Transaction Date ▪ Format: YYMMDD
Group Number	7-9	3	Fix Value “057”
Batch Number	10-15	6	Batch Number
Roll Year	16-17	2	Roll (Bill) Year. Obtained from scanline
Volume Bill Number	18-24	7	Starting from the left, move the 2 <sup>nd</sup> through the 8 <sup>th</sup> digit of the Volume Bill Number. Obtained from scanline
Payment Amount Received	25-34	10	Total payment amount received.
Tax Paid	35-44	10	Fill with zeros.
Penalty Paid	45-54	10	Fill with zeros.
Cost Paid	55-64	10	Fill with zeros.
Additional Penalty	65-74	10	Fill with zeros.
Penalty Waive	75-76	2	Blank, PP, PW, 2P, 4P
Compute Date	77-80	4	Use the Payment Date ▪ Format: YYMM

**Suspense File**

<b>Field</b>	<b>Length</b>	<b>Position</b>	<b>Comments</b>
Process Date	8	01 – 08	Transaction Date Format: YYMMDD
Client Code	4	09 – 12	Client code
Check Amount	10	13 – 22	Total payment amount received
Amount Due from Scanline	10	23 – 32	This will be unused, zero filled
File Number	18	33 – 50	Julian Date-YYDDD (5), Batch# (6), Seq# (3), Txn Num (3), zero filled
Constant	18	51 – 68	Fixed Value of "9"

## Image File Layout

There will be a record for each stub and tender image. Each transaction record will contain the following data:

Field	Length	Comments
Client ID	3	For Stubs: This will contain the Client ID For Checks: Unused – space filled.
Consol Num	3	Unused – space filled.
Batch Num	6	Batch Number
Batch ID	6	Unused – space filled.
Batch Date	8	Unused – zero filled.
Deposit Number	3	Unused – space filled.
Deposit Date	8	For stubs: This will contain the Effective Date from the stub. For checks: This will contain the Posting Date.
Deposit Time	10	Unused – space filled.
Document Group	3	Unused – space filled.
Transaction Num	5	For Stubs: This will contain the Transaction Number (a unique number within the batch). For Checks: Unused – space filled.
Pocket Cut ID	12	Unused – space filled.
P1 Seq	5	Unused – space filled.
P2 Seq	5	Unused – space filled.
Document ID	3	Unused – space filled.
Document Type	5	For stubs: This will contain the fixed text “STUB”. For checks: This will contain the fixed text “CHECK”.
Amount	20	For stubs: This will contain the total amount of the transaction. For checks: This will contain the amount of the tender item. This field will be right justified and zero filled with a decimal included. There will be no dollar sign or commas.
Account Number	30	For stubs: This will contain the Account Number/Volume Bill Number. For checks: This will contain the bank routing number.
Generic Acct 2	30	For stubs: This will contain the Year Sequence and Installment key. For checks: This will contain the checking account number.
Generic Acct 3	30	For stubs: This will contain the Client code. For checks: This will contain the check number.
Generic Acct 4	30	Unused – space filled.
Generic Acct 5	30	This will contain Julian Date-YYDDD (5), Batch# (6), Seq# (3), Txn Num (3), zero filled. It will link all stubs and checks that belong to the same batch.
Amt 1	12	Unused – space filled.
Amt 2	12	Unused – space filled.
Amt 3	12	Unused – space filled.
Amt 4	12	Unused – space filled.
Amt 5	12	Unused – space filled.
Misc Amt 1	12	Unused – space filled.
Misc Amt 2	12	Unused – space filled.
Misc Amt 3	12	Unused – space filled.
Misc Amt 4	12	Unused – space filled.
Misc Amt 5	12	Unused – space filled.
Amt Op ID	12	This will contain the Operator User Number.
Reject Job	12	Unused – space filled.
Reject Reason	40	Unused – space filled.
Audit Trail	128	Unused – space filled.
Process Type	20	For Lockbox: Use Fixed value of “057”.
Process Date	20	This will contain the Transaction Date (actual date) MMDDYYYY Right Justified.
Path & File Name to Img File	54	Unused – space filled.
Front Offset	10	Zero Left justified.
Rear Offset	10	Unused – space filled.



**COUNTY OF LOS ANGELES  
TREASURER AND TAX COLLECTOR**

POST OFFICE BOX 54499  
LOS ANGELES, CALIFORNIA 90054-0499

May 13, 2015



CLIENT CODE

For assistance, please call:  
1 (213) 974-2111 or 1 (888) 807-2111, or  
Visit [www.lacountypropertytax.com](http://www.lacountypropertytax.com)

Please include the following information on all correspondence:

Unidentified Payment Number:

Received Date:

Client Code:

### **NOTICE OF UNIDENTIFIED PAYMENT**

On , the Los Angeles County Treasurer and Tax Collector received from you a payment in the amount of , which we deposited into our bank. However, you may not have included sufficient information with the payment for us to apply the payment to an account. Most payments we receive are related to property taxes, licenses and delinquent account collections.

Within the next 15 days, please complete page 2 of this Notice with information related to the type of account you were attempting to pay or to request a refund, and return this completed Notice to the Post Office Box listed above. Please note that the filing of a false or fraudulent claim is illegal and could result in civil and/or criminal penalties.

Please keep a copy of the completed Notice for your records. If you have questions, please contact us at the telephone number listed above, during regular business hours.

**This Notice is intended only for the person(s) or entity named. Only the person(s) or entity named may respond to this Notice.**

Unidentified Payment Number:  
Received Date:  
Client Code:

I affirm and certify under penalty of perjury that I am the person(s) or an authorized officer of the entity named in this Notice, and that the following is true and correct under the laws of the State of California, that I made a payment on 04/27/2015, to the Treasurer and Tax Collector in the amount of \$583.75.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

**APPLY PAYMENT**

I request that the Treasurer and Tax Collector apply my payment as indicated below:

Account Type	Information Required														
Secured property taxes	Assessor Identification Number: a 10 digit number assigned to each piece of real property. This number is found on your Annual Tax Bill. Fill in Assessor Identification Number below: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; height: 20px;"> </td> <td style="width: 10%;"> </td> </tr> </table>														
Unsecured property taxes	Roll Year and Bill Number: a 4 digit year and an 8 digit number found on the Unsecured Property Tax Bill. Fill in Roll Year and Bill Number below: Roll Year <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td style="width: 20px; height: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td></tr></table> Bill Number <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td style="width: 20px; height: 20px;"> </td><td style="width: 20px;"> </td></tr></table>														
Business License	Account Number: a 10 digit number found on the Business License Bill above the licensee name. Fill in Account Number below: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; height: 20px;"> </td> <td style="width: 10%;"> </td> </tr> </table>														
Delinquent Account Collections	Account Number: an 8 digit number found on the Delinquent Account Collection Bill. Fill in Account Number below: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; height: 20px;"> </td> <td style="width: 10%;"> </td> </tr> </table>														
Public Health License	Business Code and Account Number: a 10 digit number found on the Public Health License Bill above the licensee or permittee name. Fill in Business Code and Account Number below: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; height: 20px;"> </td> <td style="width: 10%;"> </td> </tr> </table>														
Other (Specify)															

**REQUEST REFUND**

I request that the Treasurer and Tax Collector refund the payment, made payable to the person(s) or entity named in this Notice and mailed to the address indicated above. I understand that this refund does not dismiss or discharge any outstanding billings that I may owe the County of Los Angeles. (Please check box.)

## **Return and Notification of Change**

### **Reason Codes**

The following list is based on the NACHA Operating Rules. Please note these codes change from time to time.

#### **Return Code/Definition**

R01	Insufficient Funds	R25	Addenda Error
R02	Account Closed	R26	Mandatory Field Error
R03	No Account/Unable to Locate Account	R27	Trace Number Error
R04	Invalid Account Number Structure	R28	Routing Number Check Digit Error
R05	Unauthorized Debit to Consumer Account Using Corporate SEC Code	R29	Corporate Customer Advises Not Authorized
R06	Returned per ODFI's Request	R30	RDFI Not Participant in Check Truncation Program
R07	Authorization Revoked by Customer	R31	Permissible Return Entry (CCD and CTX only)
R08	Payment Stopped	R32	RDFI Non-Settlement
R09	Uncollected Funds	R33	Return of XCK Entry
R10	Customer Advises Unauthorized, Improper, Ineligible, or part of an Incomplete Transaction	R34	Limited Participation DFI
R11	Check Truncation Entry Return	R35	Return of Improper Debit Entry
R12	Account Sold to another DFI	R36	Return of Improper Credit Entry
R13	Invalid ACH Routing Number	R37	Source Document Presented for Payment
R14	Representative Payee Deceased or Unable to Continue in that Capacity	R38	Stop Payment on Source Document
R15	Beneficiary or Account Holder (Other than a Representative Payee) Deceased	R39	Improper Source Document/ Source Document Presented for Payment
R16	Account Frozen/Entry Returned per OFAC Instruction	R40	Return of ENR Entry by Federal Government Agency
R17	File Record Edit Criteria	R41	Invalid Transaction Code
R18	Improper Effective Entry Date	R42	Routing Number/Check Digit Error
R19	Amount Field Error	R43	Invalid DFI Account Number
R20	Non-Transaction Account	R44	Invalid Individual ID Number/Identification Number
R21	Invalid Company Identification	R45	Invalid Individual Name/Company Name
R22	Invalid Individual ID Number	R46	Invalid Representative Payee Indicator
R23	Credit Entry Refused by Receiver	R47	Duplicate Enrollment
R24	Duplicate Entry	R50	State Law Affecting RCK Acceptance
		R51	Item Related to RCK Entry is Ineligible or RCK Entry is Improper
		R52	Stop Payment on Item Related to RCK Entry
		R53	Item and RCK Entry Presented for Payment
		R61	Misrouted Return
		R62	Return of Erroneous or Reversing Debit
		R67	Duplicate Return

R68	Untimely Return	C13	Addenda Format Error
R69	Field Error(s)	C14	Incorrect SEC Code for Outbound International Payment
R70	Permissible Return Entry Not Accepted/Return Not Requested by ODFI	C61	Misrouted Notification of Change
R71	Misrouted Dishonored Return	C62	Incorrect Trace Number
R72	Untimely Dishonored Return	C63	Incorrect Company Identification Number
R73	Timely Original Return	C64	Incorrect Individual Identification Number/Identification Number
R74	Corrected Return	C65	Incorrectly Formatted Corrected Data
R75	Return Not a Duplicate	C66	Incorrect Discretionary Data
R76	No Errors Found	C67	Routing Number Not From Original Entry Detail Record
R77	Non-Acceptance of R62 Dishonored Return	C68	DFI Account Number Not From Original Entry Detail Record
R80	IAT Entry Coding Error	C69	Incorrect Transaction Code
R81	Non-Participating in IAT Program		
R82	Invalid Foreign Receiving DFI Identification		
R83	Foreign Receiving DFI Unable to Settle		
R84	Entry Not Processed by Gateway		
R85	Incorrectly Coded Outbound International Payment		

**Notification of Change Code/Definition**

C01	Incorrect DFI Account Number
C02	Incorrect Routing Number
C03	Incorrect Routing Number and Incorrect DFI Account Number
C04	Incorrect Individual Name/Receiving Company Name <i>[Effective March 20, 2015, this code will be removed from Rules.]</i>
C05	Incorrect Transaction Code
C06	Incorrect DFI Account Number and Incorrect Transaction Code
C07	Incorrect Routing Number, Incorrect DFI Account Number and Incorrect Transaction Code
C08	Incorrect Receiving DFI Identification (IAT only)
C09	Incorrect Individual Identification Number/Incorrect Receiver Identification Number

# Unsecured – Bankruptcy Sample

B10 (Official Form 10) (04-13)

UNITED STATES BANKRUPTCY COURT		PROOF OF CLAIM
<b>Name of Debtor:</b>  <b>DEBTOR NAME</b> <b>ADDRESS</b> <b>CITY, STATE, ZIP CODE</b>	<b>Case Number</b>  <b>BANKRUPTCY CASE NUMBER</b>	
<b>NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.</b>		
<b>Name of Creditor (the person or other entity to whom the debtor owes money or property)</b>		<b>COURT USE ONLY</b>
<b>Name and address where notices should be sent</b> <b>LOS ANGELES COUNTY TREASURER AND TAX COLLECTOR</b> <b>PO BOX 54110</b> <b>LOS ANGELES, CALIFORNIA 90054-0110</b>  Telephone number: (213) 974-7803    email: bankruptcy@lilc.lacounty.gov		<input type="checkbox"/> Check this box if this claim amends a previously filed claim.  <b>Court Claim Number:</b> _____ (if known)  <b>Filed on</b> _____
<b>Name and address where payment should be sent (if different from above)</b> <b>PAYMENT ADDRESS</b>  Telephone number: _____    email: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
<b>1. Amount of Claim as of Date Case Filed:</b> \$ _____  If all or part of the claim is secured, complete item 4.  If all or part of the claim is entitled to priority, complete item 5.  <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
<b>2. Basis for Claim:</b> _____ (See instruction #2)		
<b>3. Last four digits of any number by which creditor identifies debtor:</b> _____	<b>3a. Debtor may have scheduled account as:</b> _____ (See instruction #3a)	<b>3b. Uniform Claim Identifier (optional):</b> _____ (See instruction #3b)
<b>4. Secured Claim (See instruction #4)</b> Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		<b>Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:</b> \$ _____
<b>Nature of property or right of setoff:</b> <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____  <b>Value of Property:</b> \$ _____  <b>Annual Interest Rate</b> _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		<b>Dates for perfection:</b> _____  <b>Amount of Secured Claim:</b> \$ _____  <b>Amount Unsecured:</b> \$ _____
<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.</b>		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B)	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507 (a)(5)
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507 (a)(7)	<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507 (a)(____)
		<b>Amount entitled to priority:</b> \$ _____
<i>*Amounts are subject to adjustments on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>		
<b>6. Credits.</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

B10 (Official Form 10) (04/13)

2

**7. Documents:** Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

**DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING**

If the documents are not available, please explain:

**8. Signatures:** (See instruction #8)

Check the appropriate box.

- I am the creditor.    
  I am the creditor's authorized agent.    
  I am the trustee, or the debtor, or their authorized agent.    
  I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)  
 (See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

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

Title \_\_\_\_\_

Company \_\_\_\_\_

Address and telephone number (if different from notice address above): \_\_\_\_\_

(Signature)

(Date)

Telephone number: \_\_\_\_\_

email: \_\_\_\_\_

*Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.*

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

*The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply. Items to be completed in Proof of Claim form.*

**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**1. Amount of Claim as of Date Case Filed:**

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

**2. Basis for Claim:**

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

**3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:**

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

**3a. Debtor May Have Scheduled Account As:**

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

**3b. Uniform Claim Identifier:**

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

**4. Secured Claim:**

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

**5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a):**

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

**6. Credits:**

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

**7. Documents:**

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

**8. Date and Signature:**

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

Los Angeles County Treasurer and Tax Collector  
PO Box #54110  
Los Angeles, CA 90054 0110

Check No. 0932006  
Check Date 04/15/2015  
Check Amt 48,074.49

Case No	Reference	Debtor Name(s)	SSN(s)	Balance	Interest Payment	Principal Payment	Payment Amount
0925947 AA				0.00	0.00	39 180 95	39,180.95
1116340 MT				26,502.35	0.00	229.41	229.41
1117120 MT				945.66	0.00	65 10	65 10
1118649 MT				1,261.46	0 00	82 53	82 53
1118787 AA				14,727.41	0 00	500.91	500 91
1123843 VK				18.47	0 00	126.61	126 61
1124380 MT				9,379.16	0 00	292 81	292.81
1213332 MT				4,399.87	0.00	173.78	173 78
1213332 MT				3,086.09	0.00	137 62	137 62
1214635 AA				3,478.16	0.00	89.72	89.72
1219659 AA				4,759.42	0.00	119 00	119 00
1310928				4,901.97	0 00	126.11	126 11
1311442				798.84	0.00	106 02	106 02
1313825				6,018.77	0.00	145.12	145 12
317300				24,449.49	0.00	389 96	389 96
317391				12,146.61	0.00	592.00	592.00
317612				0.00	0 00	559 56	559 56
410522				36,134.69	0.00	573 60	573.60
410998				3,652.91	0.00	85.12	85.12
413075				9,146.82	182.86	3,044.02	3,226.88
413215				1,782.81	0.00	820.10	820.10
413562				2,688.92	0.00	52.57	52.57
414040				2,468.66	0.00	399.01	399.01
<b>TOTALS</b>				<b>172,748.54</b>	<b>182.86</b>	<b>47,891.63</b>	<b>48,074.49</b>

FOR DEPOSIT ONLY - LA COUNTY TTC

5886

CHECK - 4/23/2015

THIS DOCUMENT HAS VOIDABLE & REVOCABLE EFFECT UNLESS BOTH BANK AND A TELLER HAVE INITIALED

193 OVERPASS ROAD  
PO BOX 54110  
LOS ANGELES, CA 90054

CHECK DATE: APR 15, 2015  
CHECK NO.: 0932006

CHECK AMOUNT: \$\*\*\*\*\*48,074.49

PAY ONLY

PAY TO THE ORDER OF: Los Angeles County Treasurer and Tax Collector  
PO Box #54110  
Los Angeles, CA 90054-0110

VOID OVER \$4,274.49

CHECK - 4/23/2015

15-4123/1220

252

DATE 4-15-14

© 2014 BANC OF AMERICA

PAY TO THE  
ORDER OF

Los Angeles County Treasurer & Collector \$ 481

Four hundred eighty one DOLLARS



**BBCN Bank**

OLYMPIC-HOOVER BRANCH • (888) 811-6279  
2222 W. OLYMPIC BLVD., LOS ANGELES, CA 90004 2:11-5006-R

MEMO Plan Payment

# Secured – 5Pay Sample

FOR OFFICE USE ONLY  
OPENED BY: \_\_\_\_\_

COUNTY OF LOS ANGELES  
DEPARTMENT OF TREASURER AND TAX COLLECTOR  
PUBLIC SERVICE DIVISION – P.O. BOX 512102, LOS ANGELES, CA 90051-0102

**INSTALLMENT PLAN OF REDEMPTION APPLICATION**

**-PLEASE READ CAREFULLY-**

I understand and agree to the conditions listed below and have enclosed the 20% required payment to initiate this payment plan and the \$75.00 application fee.

Assessor's Identification Number: Map book: \_\_\_\_\_ Page: \_\_\_\_\_ Parcel: \_\_\_\_\_

Name of Applicant(s): \_\_\_\_\_

Name of Applicant(s): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Applicant's telephone number (Home): \_\_\_\_\_ (Work): \_\_\_\_\_

AIN:

The Installment Plan of Redemption (Five-Pay Plan) is available if you are unable to pay your defaulted taxes in full. The plan allows you to pay your defaulted taxes over a five-year period. An account can be opened after the property is defaulted but **before** the fifth (5<sup>th</sup>) year following the defaulted date for residential property and the third (3<sup>rd</sup>) year following the defaulted date for non-residential commercial property (which includes vacant residential lots), or prior to the property becoming Subject to Power to Sell on July 1<sup>st</sup>.

To open an account, you must pay a \$75.00 fee, and a minimum of 20% of the total amount necessary to redeem **-AND-** you must pay your current taxes on or before April 10<sup>th</sup>. Interest is computed at the rate of 1.5% per month on the unpaid balance. **THERE WILL BE A \$75.00 FEE CHARGED EACH TIME THAT A FIVE-PAY PLAN IS OPENED.**

**TO KEEP THE PLAN FROM DEFAULTING, YOU MUST, PAY THE ANNUAL PAYMENTS OF 20% OR MORE, OF THE REDEMPTION AMOUNT, PLUS INTEREST -PLUS- YOUR CURRENT TAXES. IF YOU FAIL TO MAKE EITHER ONE OR BOTH OF THESE PAYMENTS ON OR BEFORE APRIL 10 OF EACH YEAR YOUR ACCOUNT WILL DEFAULT.**

Any payment instrument which is not honored by the bank (including a stop payment order), will automatically default the account. You may pay the total unpaid balance, plus accrued interest of 1.5% per month, anytime before the fifth and final payment is due.

If your account defaults for any reason, all prior amounts paid will be considered partial payments and credited toward prior year delinquent taxes and cannot be used as a credit for reopening another Five Pay Plan. **A new Five-Pay Plan may not be opened until July 1<sup>st</sup> of the following fiscal year, if eligible.** Partial payments are applied in the following order: State mandated fees, costs, redemption penalties/interest and tax according to the oldest tax due. Payments for prior year taxes will not change the status of the tax default year nor impact the status of property that is deemed "Subject to Power to Sell" after the property is defaulted but **before** the fifth (5<sup>th</sup>) year following the defaulted date for residential property and the third (3<sup>rd</sup>) year following the defaulted date for non-residential commercial property (which includes vacant residential lots).

If you are interested in opening a Five-Pay Plan, please complete this form and return it to the address listed above. It is strongly recommended that prior to applying for the Installment Plan of Redemption, you contact your lender or mortgage company to ensure it allows the Five-Pay Plan to pay tax defaulted taxes.

**IMPORTANT NOTE:** The County of Los Angeles retains the right to initiate foreclosure proceedings when assessments related to the Los Angeles County Energy Program (LACEP) become delinquent. Establishment of a Five-Pay Plan will not prevent foreclosure, which may by law include costs of collection and penalties.

If you have any questions, please contact our office at (213) 974-2111 or write to the above address. Please include your Assessor's Identification Number in all correspondence or have it ready when you call.

**THE OPENING PAYMENT MUST ACCOMPANY THIS APPLICATION**



# COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR



KENNETH HAHN HALL OF ADMINISTRATION  
225 NORTH HILL STREET, ROOM 115  
LOS ANGELES, CALIFORNIA 90012  
TELEPHONE: (213) 974-2111 FAX: (213) 620-7948

**JOSEPH KELLY**  
TREASURER AND TAX COLLECTOR

HOME PAGE  
[TTC.LACOUNTY.GOV](http://TTC.LACOUNTY.GOV)  
PROPERTY TAX PORTAL  
[LACOUNTYPROPERTYTAX.COM](http://LACOUNTYPROPERTYTAX.COM)

January 12, 2015

Name  
Address  
City, State Zip

Dear Mr. Name:

### ASSESSOR'S IDENTIFICATION NUMBER

This is to confirm that your Installment Plan of Redemption (Five-Pay Plan) has been opened for the tax defaulted year 2012 annual on the above referenced parcel.

In order to avoid the Five-Pay Plan from defaulting, you must pay the annual payment of 20 percent or more of the redemption amount and interest, in addition to your current year taxes on or before April 10<sup>th</sup> of each year.

**If you fail to make either one or both of the payments on or before April 10<sup>th</sup> of each succeeding year, your account will default.** If you do not receive your Installment Plan of Redemption bill before March 1<sup>st</sup> of each year, please contact our office.

If you require additional information regarding the Plan, please call the telephone number listed above.

Very truly yours,

**JOSEPH KELLY**  
Treasurer and Tax Collector

Staff Name, Title  
Program Services Unit  
Public Service Tax Division

DP:dp  
X: Confirmation



**JOSEPH KELLY**  
TREASURER AND TAX COLLECTOR

## COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION  
225 NORTH HILL STREET, ROOM 115  
LOS ANGELES, CALIFORNIA 90012  
TELEPHONE: (213) 974-2111 FAX: (213) 620-7948



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PROPERTY TAX PORTAL  
[LACOUNTYPROPERTYTAX.COM](http://LACOUNTYPROPERTYTAX.COM)

January 12, 2015

Name  
Address  
City, State, Zip

Dear Mr. Name:

### ASSESSOR'S IDENTIFICATION NUMBER

This is in response to your request for an Installment Plan of Redemption. In order to open an account, you must pay a \$75 application fee, and a minimum of 20 percent of the total amount necessary to redeem **-AND-** you must pay your current taxes on or before April 10.

The total balance due for \_\_\_\_\_ was \$ \_\_\_\_\_. In order to open an account, the required 20 percent was \$ \_\_\_\_\_ and a \$75 application fee. Please submit \$ \_\_\_\_\_, along with a copy of this letter by \_\_\_\_\_ date \_\_\_\_\_ to open the Installment Plan of Redemption.

If you need additional information, you may contact me at the telephone number listed above.

Very truly yours,

**JOSEPH KELLY**  
Treasurer and Tax Collector

Staff name, Title  
Program Services Unit  
Public Service Tax Division

DP:dp  
Z:5pp shy ltr



# COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR



**JOSEPH KELLY**  
TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION  
225 NORTH HILL STREET, ROOM 115  
LOS ANGELES, CALIFORNIA 90012  
TELEPHONE: (213) 974-2111 FAX: (213) 620-7948

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PROPERTY TAX PORTAL  
[LACOUNTYPROPERTYTAX.COM](http://LACOUNTYPROPERTYTAX.COM)

January 12, 2015

Taxpayer Name  
Company  
Address  
City State Zip

Dear Mr./Mrs:

**ASSESSOR'S IDENTIFICATION NUMBER \_\_\_\_\_**

This is to confirm that your Installment Plan of Redemption (Five-Pay Plan) has been opened for the defaulted tax years \_\_\_\_\_, and the \_\_\_\_\_ Annual property taxes are current on the above referenced parcel.

In order to avoid the Five-Pay Plan from defaulting, you must pay the annual payment of 20 percent or more of the redemption amount and interest, in addition to your current year taxes on or before April 10<sup>th</sup> of each year.

**If you fail to make either one or both of the payments on or before April 10<sup>th</sup> of each succeeding year, your account will default.** If you do not receive your Installment Plan of Redemption bill before March 1<sup>st</sup> of each year, please contact our office or email [info@ttc.lacounty.gov](mailto:info@ttc.lacounty.gov).

If you require additional information regarding the Five-Pay Plan, please contact me at the above telephone number or [@ttc.lacounty.gov](mailto:info@ttc.lacounty.gov).

Very truly yours,

JOSPEH KELLY  
Treasurer and Tax Collector

Staff Name, Title  
Program Services Unit  
Public Service Tax Division

LL:DA:cf  
z: Confirmation-Good Standing



**JOSEPH KELLY**  
TREASURER AND TAX COLLECTOR

# COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION  
225 NORTH HILL STREET, ROOM 115  
LOS ANGELES, CALIFORNIA 90012  
TELEPHONE: (213) 974-2111 FAX: (213) 620-7948



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PROPERTY TAX PORTAL  
[LACOUNTYPROPERTYTAX.COM](http://LACOUNTYPROPERTYTAX.COM)

January 12, 2015

Name  
Address  
City, State, Zip

Dear Ms. Name:

### ASSESSOR'S IDENTIFICATION NUMBER

We are returning your money order number \_\_\_\_\_ for \$ \_\_\_\_\_. Our records indicate your defaulted taxes are paid in full for the above referenced parcel. For your convenience, we have enclosed a Certificate of Redemption.

If you require additional information regarding this matter, you may contact me at the above telephone number.

Very truly yours,

**JOSEPH KELLY**  
Treasurer and Tax Collector

Staff name, Title  
Program Services  
Public Service Tax Division

DP:dp  
Z:5pptaxpdreturningpmt

Enclosure

# Secured – 4Pay Sample

FOR OFFICE USE ONLY  
OPEN BY:

**COUNTY OF LOS ANGELES  
TREASURER AND TAX COLLECTOR**  
KENNETH HAHN HALL OF ADMINISTRATION  
225 NORTH HILL STREET, CASHIERING ROOM 114  
P.O. BOX 60186  
LOS ANGELES, CALIFORNIA 90060-0186  
TELEPHONE (213) 974-2111 FAX (213) 620-7948

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[LACOUNTYPROPERTYTAX.COM](http://LACOUNTYPROPERTYTAX.COM)

AIN:

**IMPORTANT INFORMATION**

The enclosed secured tax bill is the result of an "escaped" assessment. An "escaped" assessment is a correction to a property's assessed value that was not added to the annual tax bill. These bills are usually the result of a taxable event that "escaped" the Assessor's Office.

Pursuant to California Revenue and Taxation Code Section 4837.5, taxes due for escaped assessments for a prior fiscal year(s) may be paid without penalty over a four-year period (Four-Pay Plan), provided the additional tax is over \$500.00.

**If you choose to start a Four-Pay Plan, you must:**

1. Pay all current and delinquent taxes in full by 5:00 p.m. on April 10 or by 5:00 p.m. on the delinquency date on the enclosed secured tax bill and;
2. Complete and mail this form to us by 5:00 p.m. on April 10 or by 5:00 p.m. on the delinquency date on the bill(s) along with a \$200.00 application fee and 20% of the total (escaped) taxes due. For example, if your total tax is \$2,000.00, you would need to send the \$200.00 application fee and a payment of \$400.00 (20% of \$2,000.00 is \$400.00) for a total of \$600.00.

**To keep current on your Four-Pay Plan, you must:**

1. Pay all current taxes on or before April 10 and;
2. Pay 20% or more of the escaped taxes on or before April 10 in each succeeding fiscal year for the next four years.

**If you do not keep your Four-Pay Plan current or you sell or transfer your property before your plan is completed, all penalties will revert to the original delinquency date and the total bill will become due and payable.**

**Not all mortgage companies consider a payment plan as an acceptable alternative to paying taxes in full. You should contact your lender before starting a Four-Pay Plan.**

The Four-Pay Plan may be paid in full at any time before the final payment is due. For more information, please call (213) 974-2111, press 1, 5, and then press 6 to reach an agent or fax us at (213) 620-7948.

I have read and understand the above stated conditions for a Four-Pay Plan. I hereby agree to pay all current taxes when due each fiscal year and each Four-Pay Plan payment as billed. I further acknowledge that I may be charged penalties, fees and costs on the unpaid balance from the original default year should a default occur. If the property is sold, it is my responsibility to pay off the Four-Pay Plan and inform the buyer of the plan. I will notify the Treasurer and Tax Collector of any address changes.

ASSESSOR'S IDENTIFICATION NUMBER: \_\_\_\_\_

APPLICANT'S NAME: \_\_\_\_\_

PLEASE PRINT

EMAIL ADDRESS: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

APPLICANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



# COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION  
225 NORTH HILL STREET, ROOM 115  
P.O. BOX 512102  
LOS ANGELES, CALIFORNIA 90051-0102  
TELEPHONE: (213) 893-1085



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PROPERTY TAX PORTAL  
[LACOUNTYPROPERTYTAX.COM](http://LACOUNTYPROPERTYTAX.COM)

JOSEPH KELLY  
TREASURER AND TAX COLLECTOR

May 12, 2015

JOHN DOE  
12345 NOWHERE ST.  
EARTH, CA 000001

Dear JOHN DOE :

**ASSESSOR'S IDENTIFICATION NUMBER(S) :** [REDACTED]

As requested, this office is providing confirmation that a Four-Pay Plan has been established for the payment of escaped taxes for the 2014 tax year(s) on the above referenced parcel(s).

Your payment schedule is listed below:

<u>Payment Due Date</u>	<u>Amount</u>	
April 10, 2015	200.00	Paid
April 10, 2016	200.00	
April 10, 2017	200.00	
April 10, 2018	200.00	
April 10, 2019	200.00	

If payment is not received by the date indicated above, your account will be in default and penalties and interest will accrue against the total original tax amount. If you have questions regarding this plan, please contact me at (213) 893-1085.

Very truly yours,

JOSEPH KELLY  
Treasurer and Tax Collector

[REDACTED], Tax Researcher  
Program Services Unit  
Public Service Division

COUNTY OF LOS ANGELES  
TREASURER AND TAX COLLECTOR

**NOTICE OF INSTALLMENT PLAN  
PAYMENT FOR ESCAPED ASSESSMENT TAXES**

Assessor's I.D. No.  
MAPBOOK          PAGE          PARCEL  
  
ESCAPED YEAR  
  
INSTALLMENT AMOUNT DUE  
  
IF PAID BY  
  
MASTER PARCEL NUMBER

---

The above indicated amount is the minimum amount which must be paid by April 10th of each year in order to keep your installment plan in good standing. Current taxes are not included in this amount. If this account has been paid within the last seven days, you may disregard this notice.

If the installment amount due is not paid as required, the account will be in default and penalties will be computed as though no previous payments have been paid.

Please make your remittance payable to : LOS ANGELES COUNTY TAX COLLECTOR.

For any further information, please call (213) 893-1085.

PAYMENT SHOULD BE MAILED  
WITH THIS NOTICE IN THE  
ENCLOSED ENVELOPE. DELAY  
WILL INCUR ADDITIONAL  
PENALTIES. YOUR CANCELLED  
CHECK IS YOUR BEST RECEIPT.

FOR ADDITIONAL INFORMATION PLEASE  
WRITE TO:  
LOS ANGELES COUNTY TAX COLLECTOR  
225 N. HILL STREET  
P.O. BOX 512102  
LOS ANGELES, CALIFORNIA 90051-0102

# Unsecured – 4Pay Sample

FOR OFFICE USE ONLY  
OPEN BY:

COUNTY OF LOS ANGELES  
TREASURER AND TAX COLLECTOR  
KENNETH HAHN HALL OF ADMINISTRATION  
225 NORTH HILL STREET, CASHIERING ROOM 114  
P.O. BOX 54888  
LOS ANGELES, CALIFORNIA 90054-0888  
TELEPHONE (213) 893-1469 FAX (213) 633-5013

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PROPERTY TAX PORTAL  
[LACOUNTYPROPERTYTAX.COM](http://LACOUNTYPROPERTYTAX.COM)

BILL NO.:

## IMPORTANT INFORMATION

The enclosed unsecured tax bill is the result of an "escaped" assessment. An "escaped" assessment is a correction to a property's assessed value that was not added to the annual tax bill. These bills are usually the result of a taxable event that "escaped" the Assessor's Office.

Pursuant to California Revenue and Taxation Code Section 4837.5, taxes due for escaped assessments for a prior fiscal year(s) may be paid without penalty over a four-year period (Four-Pay Plan), provided the additional tax is over \$500.00.

### If you choose to start a Four-Pay Plan, you must:

1. Pay all current and delinquent taxes in full by 5:00 p.m. on August 31 or by 5:00 p.m. on the delinquency date on the enclosed unsecured tax bill and;
2. Complete and mail this form to us by 5:00 p.m. on August 31 or by 5:00 p.m. on the delinquency date on the bill(s) along with a \$200.00 application fee and 20% of the total (escaped) taxes due. For example, if your total tax is \$2,000.00, you would need to send the \$200.00 application fee and a payment of \$400.00 (20% of \$2,000.00 is \$400.00) for a total of \$600.00.

### To keep current on your Four-Pay Plan, you must:

1. Pay all current taxes on or before August 31 and;
2. Pay 20% or more of the escaped taxes on or before August 31 in each succeeding fiscal year for the next four years.

If you do not keep your Four-Pay Plan current or you sell or transfer your property before your plan is completed, all penalties will revert to the original delinquency date and the total bill will become due and payable.

Not all mortgage companies consider a payment plan as an acceptable alternative to paying taxes in full. You should contact your lender before starting a Four-Pay Plan.

The Four-Pay Plan may be paid in full at any time before the final payment is due. For more information, please call (213) 893-1469 or fax us at (213) 633-5013.

I have read and understand the above stated conditions for a Four-Pay Plan. I hereby agree to pay all current taxes when due each fiscal year and each Four-Pay Plan payment as billed. I further acknowledge that I may be charged penalties, fees and costs on the unpaid balance from the original default year should a default occur. If the property is sold, it is my responsibility to pay off the Four-Pay Plan and inform the buyer of the plan. I will notify the Treasurer and Tax Collector of any address changes.

UNSECURED BILL NUMBER: \_\_\_\_\_

APPLICANT'S NAME: \_\_\_\_\_

PLEASE PRINT

EMAIL ADDRESS: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

APPLICANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



**JOSEPH KELLY**  
TREASURER AND TAX COLLECTOR

# COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION  
225 N. HILL STREET, ROOM 122  
LOS ANGELES, CALIFORNIA 90012  
TELEPHONE (213) 893-7935 FAX (213) 6633-5013



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Date

Taxpayer's Name 1  
Taxpayer's Name 2  
Address 1  
Address 2  
Address 3

Re: Personal Property Tax Bill Numbers  
Year/Bill Number(s)

## FOUR YEAR PAYMENT PLAN AGREEMENT

I hereby agree to make payments to the County Tax Collector as follows:

DATE OF PAYMENT	AMOUNT OF PAYMENT
Month/Day/Year 1	Yearly Amount
Month/Day/Year 2	Yearly Amount
Month/Day/Year 3	Yearly Amount
Month/Day/Year 4	Yearly Amount

I guarantee that the payments will be in the Tax Collector's Office on the dates and in the amounts set out above.

It is understood that the County Tax Collector may, at his discretion, take any action to force the collection of the complete amount of this tax obligation at any time and in any manner that he may choose.

It is further understood that the County Tax Collector will force the complete amount of this tax obligation if the conditions of this agreement are not maintained as outlined above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Public Service Representative  
(213) 893-7935

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



PUT STAMP HERE  
POST OFFICE  
WILL NOT DELIVER  
MAIL WITHOUT  
SUFFICIENT  
POSTAGE.

IS YOUR MAILING ADDRESS ON TAX BILL CORRECT?  
MAIL EARLY - AVOID PENALTIES!

**LOS ANGELES COUNTY TAX COLLECTOR  
PO BOX 514818  
LOS ANGELES CA 90051-4818**

**4 Pay Plan  
Unsecured**



THE COUNTY OF LOS ANGELES IS REQUIRED BY LAW TO COLLECT THE TAXES FOR ALL SCHOOL DISTRICTS, CITIES AND OTHER TAXING AGENCIES.

**PAYMENT WILL BE ACCEPTED WITHOUT PENALTY UNTIL 6/30/2015**

**Unsecured  
4 Pay Plan**

ASSESSMENT NUMBER	INDEX NUMBER

Please make check payable to:  
**LOS ANGELES COUNTY TAX COLLECTOR**

WRITE THESE NUMBERS ON YOUR CHECK AND CORRESPONDENCE			Pay Key
Year	Seq. No.	BILL NUMBER	
13		9912103	5

PRIOR YEAR COMPUTE DATE: 1506

**MAIL EARLY - AVOID PENALTY  
SEND THIS UPPER PORTION WITH YOUR PAYMENT**

**Attachment 15**

<b>TOTAL TAX</b>	<b>6427 47</b>
10% Penalty After	02/28/14
Collection Costs	
Additional Penalties	
Total After Penalties	6427 47

THIS BILL IS NOW DUE AND PAYABLE

**Page 5 of 6**

NO ADDITIONAL BILLING WILL BE MADE

AUTH 596620 1217 S X 12704



79221399121030001506500000000000000000064274786000

E111719

DETACH HERE

**UNSECURED PROPERTY TAX BILL**

PRIOR YEAR \*\*\*\*\*  
2013

**Unsecured  
4 Pay Plan**

UNSECURED PROPERTY TAX FOR FISCAL YEAR JULY 1, 2013 TO JUNE 30, 2014

SALE OR DISPOSAL OF THIS PROPERTY AFTER JANUARY 1, 2013 DOES NOT RELIEVE THE ASSESSEE OF THIS TAX.

TRA 12704  
AUTH 596620 1217 S X  
0000 000 000  
SITUS OR LOCATION

PROPERTY DESCRIPTION			ASSESSED VALUES	
ASSESSMENT NUMBER	INDEX NUMBER	BILL NUMBER	VALUES ARE DETERMINED BY THE COUNTY ASSESSOR. REFER QUESTIONS TO (213) 974-3211 CONCERNING VALUE TO:	
ESCAPED ASSESSMENT FOR YEAR 2012 PURSUANT TO SEC 531.3 AND 531.4 R&T CODE ADD INTEREST AFTER AUGUST 31, 2012 PUR TO SEC 506 R&T CODE AUDIT AREA 0400 FOR INFORMATION CALL (626) 258-6001 INT 14MOS @ 10.50% \$3053.77 T2 & T8=1.245849%			<b>FULL VALUE</b> BUS PP 208851 FIXT 2125589 <b>TOTAL VALUE 2334440</b> <b>NET VALUE 2334440</b>	
GENERAL TAX LEVY AND VOTED INDEBTEDNESS				
TAXING AGENCY	RATE	AMOUNT		
<b>TRA 12704 AUTH 596620 1217 S X 0000 000 000</b>			<b>TOTAL TAX 6427 47</b> 10% Penalty After 02/28/14 Collection Costs Additional Penalties <b>Total After Penalties 6427 47</b>	
<b>TERM: E111719 150514</b>				

**PAYMENT WILL BE ACCEPTED WITHOUT PENALTY UNTIL 6/30/2015**

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Comerica 90-3752 766514  
Westwood Branch -----  
1211 02/28/2014

Pay FORTY-THREE THOUSAND ONE HUNDRED FORTY-THREE DOLLARS AND 23 CENTS \*\*\*\*\*

Amount \*\*\*\*\*\$43,143.23

To The LOS ANGELES COUNTY TREASURER  
Order TAX COLLECTOR  
Of P O BOX 54027  
75509 LOS ANGELES CA 90054-0027

THIS DOCUMENT IS PRINTED ON TONER ACHESON PAPER

# Unsecured – Bulk Transfer Sample



JOSEPH KELLY  
TREASURER AND TAX COLLECTOR

## COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION  
225 NORTH HILL STREET, ROOM 122  
LOS ANGELES, CALIFORNIA 90012  
TELEPHONE (213) 893-7935 FAX: (213) 633-5004



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PROPERTY TAX PORTAL  
[LACOUNTYPROPERTYTAX.COM](http://LACOUNTYPROPERTYTAX.COM)

May 15, 2015

«Company»  
«Address1»  
«Address2»

Dear Taxpayer:

TAX YEAR: «TAXYR»  
BILL NO: «BILLNO»  
SRM NO.: «SRMNO»

**ESCROW NO.:«ESCROWNO»**

Your recent payment of \$«PAYTRECD» has been received and deposited into our trust fund pending receipt of the tax balance of \$«BALDUE».

THE ABOVE AMOUNT MUST BE RECEIVED BY «DUEDATE» IN ORDER TO AVOID FURTHER PENALTIES.

**TO ENSURE PROPER POSTING PLEASE RETURN A COPY OF THIS LETTER WITH YOUR PAYMENT.**

Should you have any questions, please contact me at (213) 893-1473 or [sclemons@ttc.lacounty.gov](mailto:sclemons@ttc.lacounty.gov).

Very truly yours,

JOSEPH KELLY  
Treasurer and Tax Collector

Shirley Clemons  
Tax Services Clerk  
Revenue and Enforcement Division  
Unsecured Property Tax Section

BR:DA:sc

Attachment



**COUNTY OF LOS ANGELES  
TREASURER AND TAX COLLECTOR**



KENNETH HAHN HALL OF ADMINISTRATION  
225 NORTH STREET, ROOM 122  
LOS ANGELES, CALIFORNIA 90012  
TELEPHONE: (213) 893-7935 FAX: (213) 633-5004

**JOSEPH KELLY**  
TREASURER AND TAX COLLECTOR

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PROPERTY TAX PORTAL  
[LACOUNTYPROPERTYTAX.COM](http://LACOUNTYPROPERTYTAX.COM)

May 15, 2015

«NAME1»  
«NAME2»  
«ADDRESS1»  
«ADDRESS2»

Escrow No.: «ESCROWno»

Dear «NAME1»:

Pursuant to your Notice of Creditor's Bulk Sale for the above referenced escrow please consider this letter our demand for payment for the following assessments covering unsecured personal property taxes now due or to be due:

Year	Bill No.	Tax Amount	10% Penalty	Add'l Penalty	Collection Cost	Total
«YEAR»	«BILLno»	\$«TAXamt»	«TENpercen»	«ADDL»	«ColCost»	\$«TOTAL»
R»	»	»	t»	»	»	»
«YEAR2»	«BILLNO2»	«TAXAMT2»	«TENPER2»	«ADDL2»	«COLCOST2»	«TOTAL2»
R2»	»	2»	»	»	»	»
<b>Estimated Taxes</b>						
«Pre ColYr»		«PreColAmt»				«PreColAmt»
»		t»				

It is our instruction that you withhold this amount of money from the proceeds of the sale, transmitting same to this office. If estimated taxes have been given please be aware that a tax bill for that year may be mailed to the assessee of record as of January 1<sup>st</sup> prior to the application of the payment.

**TO ENSURE PROPER POSTING PLEASE RETURN A COPY OF THIS LETTER WITH YOUR PAYMENT BY «DueDate».**

If the tax is not paid on the advertised closing date, the Tax Collector will, pursuant to Sec. 2951, Revenue and Taxation Code, enforce the payment by **SEIZURE** and **SALE** of the property.

Should you have any questions, please contact me at (213) 893-1473 or [sclemons@ttc.lacounty.gov](mailto:sclemons@ttc.lacounty.gov).

Very truly yours,

**JOSEPH KELLY**  
Treasurer and Tax Collector

Shirley Clemons  
Tax Services Clerk  
Revenue and Enforcement Division  
Unsecured Property Tax Section

BR:DA:sc

Enclosure

Recording requested by and mail to:

LA 5/13

ESCROW NO. 138660568

SPACE ABOVE THIS LINE FOR RECORDER USE

## NOTICE TO CREDITORS OF BULK SALE

(UCC Sec 6105)

NOTICE IS HEREBY GIVEN that a bulk sale is about to be made.

The name(s) and business address(es) of the seller(s) is/are :

/

Doing Business as:

All other business name(s) and address(es) used by the seller(s) within the past three years, as stated by the seller(s), is/are. (if none, so state) :

The location in California of the chief executive office of the seller(s) is. (if same as above, so state)

The name(s) and address(es) of the buyer(s) is/are

The assets being sold are generally described as

and are located at :

The bulk sale is intended to be consummated at the office of:

and the anticipated date of sale is JUNE 1, 2015

The bulk sale IS subject to California Uniform Commercial Code Section 6106.2  
*is / is not*

[If the sale is subject to Sec. 6106.2, the following information must be provided.]

The name and address of the person with whom claims may be filed is:

and the last day to file claims by any creditor shall be: MAY 29, 2015 which is the business day prior to the anticipated sale date specified above.

Dated: 5/8/15

BY <u>SI</u>	
Name	Title
Buyer(s)	

WLS39037

# **Unsecured – Mobile Home Sample**

# ***Acme Escrow Co.***

123 Main Street, Los Angeles, CA 90001

Tel: (213)123-4567 • Tel: (213)123-5678 • Fax: (213)123-6789

## **PLEASE UPDATE**

Date: November 19, 2014

L.A. COUNTY TAX COLLECTOR  
222 N. GRAND AVENUE #493  
LOS ANGELES, CA 90012

Escrow No: 123456-NH  
Address: 123 E. Hill Street, #5, Lakeview Terrace, CA 91342  
Present Owner: John Doe  
Buyer: Jane Smith  
Serial/ID#: A12345MC123MCA / B4564MC567MCA  
Date First Sold: 1983  
Decal No.: LAM5555  
Make/Model: /MADISON  
Date of Last Title: July 24, 2001  
APN #: 9876-543-210

To whom it may concern:

The above described mobilehome is now in escrow at our office and in accordance with our instructions, we are to obtain a Tax Clearance Certificate covering subject mobilehome.

Please forward to this office a Tax Clearance Certificate, or contact the undersigned with an amount of any monies owing prior to the issue of said certificate.

**PLEASE SEND US A CONDITIONAL TAX CLEARANCE ASAP AND A BREAKDOWN OF TAXES DUE.**

Sincerely,  
Acme Escrow Co.

Jane Jones  
Escrow Officer

Attached: Conditional Dated 12/18/14



**JOSEPH KELLY**

TREASURER AND TAX COLLECTOR

# COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION  
225 NORTH STREET, ROOM 122  
LOS ANGELES, CALIFORNIA 90012  
TELEPHONE: (213) 893-7935 FAX: (213) 633-5004



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PROPERTY TAX PORTAL

[LACOUNTYPROPERTYTAX.COM](http://LACOUNTYPROPERTYTAX.COM)

## CONDITIONAL TAX CLEARANCE CERTIFICATE

Mobile Home

Floating Home

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

ESCROW COMPANY NAME AND ADDRESS «ESCROWCO» «ESCROWADD1» «ESCROWADD2»		ESCROW NUMBER «ESCROWno»	NAME & PHONE NUMBER OF ESCROW OFFICER «ESCOFFICER» «ESCPHONE»
NAME & ADDRESS OF CURRENT REGISTERED OWNER (SELLER) «REGowner» «REGadd1» «REGadd2»		LOCATION OF HOME NOW: «REGADD1» «REGADD2»	
NAME OF BUYER (APPLICANT) & ADDRESS TO WHICH FUTURE TAX STATEMENTS SHOULD BE MAILED «BUYER» «REGadd1» «REGadd2»		PARCEL NUMBER (if known) «PARCELno» AFTER ESCROW: PARCEL NUMBER (if known)	
MAKE «MAKE»	YEAR «YEAR»		
MANUFACTURER'S SERIAL NUMBER(S): «SERIALSPACESPACEDECALNO»		DECAL (LICENSE NUMBER(S))	

### CERTIFICATION OF TAX COLLECTOR

To pay taxes in accordance with various provisions of law and to satisfy provisions of Section 18092.7 of the Health and Safety Code, the total amount of \$ \_\_\_\_\_ must be paid on or before \_\_\_\_\_.

If not so paid, the amount of \$ \_\_\_\_\_ must be paid on or before \_\_\_\_\_. (See Back for Detail)

**THIS CERTIFICATE IS VOID ON AND AFTER \_\_\_\_\_.**

Executed on May 15, 2015 at Los Angeles

County tax collector for Los Angeles County, State of California.

Issued on May 15, 2015  
(Date)

«REQUESTEDby»  
(Signature and Title of Tax Official)

**Telephone: (213) 893-7935**

### CERTIFICATION OF ESCROW OFFICER

I hereby certify under penalty for perjury that the tax liability stated above has been paid in full on or before the date required and all terms of this statement of conditional tax clearance have been complied with. A copy of this certification has been returned to the tax collector with payment.

Executed on \_\_\_\_\_ at \_\_\_\_\_  
(Date) (City, State)

Escrow closed on \_\_\_\_\_  
(Signature of Escrow Officer)





# COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR



KENNETH HAHN HALL OF ADMINISTRATION  
225 NORTH STREET, ROOM 122  
LOS ANGELES, CALIFORNIA 90012  
TELEPHONE: (213) 893-7935 FAX: (213) 633-5004

**JOSEPH KELLY**  
TREASURER AND TAX COLLECTOR

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PROPERTY TAX PORTAL  
[LACOUNTYPROPERTYTAX.COM](http://LACOUNTYPROPERTYTAX.COM)

«Company»  
«Address1»  
«Address2»

Dear «Dear»:

### REGISTERED OWNER

This letter will constitute a demand for payment on the following mobile home, due to your request for a tax clearance certificate.

Location address:  
License number:

BREAK DOWN:	<u>YEAR</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>
			\$

Total amount of taxes due is: \$

The total amount of taxes due is payable until «Due». Payments that arrive after this date will incur an additional penalty. Upon receipt of payment in full, we will issue your tax clearance certificate.

In addition, if the tax year referenced above indicates "pre-collect" be aware that we are collecting in advance for the property tax bill that will be issued in October of the same year. We are required to collect that bill in advance since it will be assessed and mailed to the owner of record as of January 1.

To ensure proper posting of your payment, please return a copy of this letter with your payment in the enclosed envelope.

Should you have any questions, please contact me at «PHONE» or «EMAIL».

Very truly yours,

JOSEPH KELLY  
Treasurer and Tax Collector

«Requester»  
Public Service Representative  
Revenue and Enforcement Division

BR:DA:aw

Enclosure



**JOSEPH KELLY**  
TREASURER AND TAX COLLECTOR

# COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION  
225 NORTH STREET, ROOM 122  
LOS ANGELES, CALIFORNIA 90012  
TELEPHONE: (213) 893-7935 FAX: (213) 633-5004



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PROPERTY TAX PORTAL  
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## TAX CLEARANCE CERTIFICATE

Mobile Home                       Floating Home

### COUNTY OF LOS ANGELES

SERIAL NUMBER/HULL NUMBER	DECAL NUMBER/CF NUMBER
LOCATION OF HOME	ASSESSOR'S PARCEL NUMBER
CURRENT REGISTERED OWNER	APPLICANT
NAME	NAME
ADDRESS	ADDRESS

I hereby certify that the following has been paid:

- Delinquent license fees.
- Property taxes applicable to the home identified above through the fiscal year \_\_\_\_\_.
- A security deposit for payment of the property taxes for the fiscal year \_\_\_\_\_ - \_\_\_\_\_.
- No taxes due or payable at this time.

This certificate is **VOID** on and after \_\_\_\_\_.

**CAUTION:**

IF YOU WERE THE OWNER OF THIS MOBILE HOME ON JANUARY 1, YOU ARE LIABLE FOR PAYMENT OF THE PROPERTY TAXES THAT WILL NOT BE BILLED UNTIL OCTOBER. THE BILL WILL BE MAILED IN YOUR NAME, TO THE ADDRESS OF RECORD AS OF JANUARY 1. SHOULD YOU NOT RECEIVE THE BILL, CONTACT THE TREASURER-TAX COLLECTOR'S OFFICE FOR A DUPLICATE BILL AND MAKE PAYMENT PRIOR TO THE DECEMBER 10 AND APRIL 10 DELINQUENCY DATES TO AVOID THE ASSESSMENT OF PENALTIES AND THE RECORDING OF A TAX LIEN.

THERE MAY BE A SUPPLEMENTAL ASSESSMENT NOT COVERED BY THIS "TAX CLEARANCE CERTIFICATE" WHICH MAY CREATE AN ADDITIONAL BILL.

COUNTY TAX COLLECTOR

Dated May 15, 2015

By \_\_\_\_\_  
(213) 893-7935

# Unsecured – Seizure Sample



**JOSEPH KELLY**  
TREASURER AND TAX COLLECTOR

## COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION  
225 NORTH HILL STREET, ROOM 122  
P. O. BOX 54027  
LOS ANGELES, CALIFORNIA 90054-0970



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PROPERTY TAX PORTAL  
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Penal Code-Section 428 – "Every person who willfully obstructs or hinders any public officer from collecting any revenue, taxes or other sums of money, etc., is guilty of a misdemeanor."

### SEIZURE FOR TAXES

TO: «BANKname1»  
«BANKname2»  
«BANKaddr1»  
«BANKaddr2»

RE: «TAXPAYERname»  
FEDERAL ID/SOCIAL SECURITY: «FEINSSnumber»  
«TAXPAYERaddress»  
BILL NUMBER(S): «YEARslashBILLnos»

You are hereby notified that pursuant to Section 2902, 2921.5, 2922, and 2951 et al of the Revenue and Taxation Code of California, I hereby SEIZE on this date, all Money, Funds, Cash, Savings, Checking Accounts and Bank Deposits now in your possession and belonging to the above name taxpayer(s) for payment of delinquent Unsecured tax bills for the tax year(s) «TAXyears».

PURSUANT TO SUCH SEIZURE, YOU ARE ORDERED TO FREEZE FUNDS FOR THE TOTAL AMOUNT DUE PENDING AN ADMINISTRATIVE HEARING WITH THE TAXPAYER. YOU WILL BE ADVISED OF THE RESULT OF THE ADMINISTRATIVE HEARING WITH FURTHER INSTRUCTIONS. As of this date, the total amount due, including cost is as stated below. Additional penalties of 1½ percent will be added the first day of each month until paid.

TAXES	\$«ORGtax»
PENALTY 10%	«TENperCT»
ADDITIONAL PENALTY	«ADDLpen»
Seizure Fee	«SEIZfee»

**JOSEPH KELLY**  
Treasurer and Tax Collector

Date: «DATEtyped»	
Amount Due	«AMTtotal»
Amount Paid	«AMOUNTpaid»

By \_\_\_\_\_  
«REQUESTERname»  
Assistant Operations Chief  
Revenue and Enforcement Division

Total Amount to Freeze	\$«AMTtoREL»
------------------------	--------------

AN ADMINISTRATIVE HEARING DATE HAS BEEN SET FOR 10:00 A.M. ON «HEARINGDATE» AT THE OFFICE OF THE TREASURER-TAX COLLECTOR, LOCATED AT 225 NORTH HILL STREET, ROOM 122, LOS ANGELES, CA 90012. CALL (213) «PHONEno» TO CONFIRM YOUR REQUEST FOR A HEARING. NO ASSESSMENT ISSUES WILL BE PERMITTED.



# COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR



**JOSEPH KELLY**  
TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION  
225 NORTH HILL STREET, ROOM 122  
P. O. BOX 54027  
LOS ANGELES, CALIFORNIA 90054-0970  
TELEPHONE: (213) 893-7935 FAX: (213) 633-5013

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PROPERTY TAX PORTAL  
[LACOUNTYPROPERTYTAX.COM](http://LACOUNTYPROPERTYTAX.COM)

«DATEtyped»

«BANKname1»  
«BANKname2»  
«BANKaddr1»  
«BANKaddr2»

Attn: «Bankname2»

«TAXPAYERname»

Enclosed is a bank seizure for all accounts against the taxpayer noted on the attached Seizure Notice.

You are required to freeze funds in the amount of \$«AMTtoREL», until the Administrative Hearing. We will provide you with further instructions after the hearing.

Please provide the amount of funds frozen and your case or reference number below and return a copy of this letter by fax at (213) 633-5013 or «Email».

Should you have any questions, please contact Travis Mays, Supervising Delinquent Account Investigator, of my staff at (213) «PHONEno» or «EMAIL».

Very truly yours,

JOSEPH KELLY  
Treasurer and Tax Collector

«REQUESTERname»  
Assistant Operations Chief  
Unsecured Property Tax Section  
Revenue and Enforcement Division

BR:DA:tm

Enclosure

Amount Frozen: \_\_\_\_\_

Case/Reference Number: \_\_\_\_\_



**JOSEPH KELLY**  
TREASURER AND TAX COLLECTOR

## COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION  
225 NORTH HILL STREET, ROOM 122  
P. O. BOX 54027  
LOS ANGELES, CALIFORNIA 90054-0027  
TELEPHONE: (213) 893-7935 FAX: (213) 633-5013



HOME PAGE  
[TTC.LACOUNTY.GOV](http://TTC.LACOUNTY.GOV)

PROPERTY TAX PORTAL  
[LACOUNTYPROPERTYTAX.COM](http://LACOUNTYPROPERTYTAX.COM)

«DATEtyped»

«NAME1»  
«NAME2»  
«ADDRESS1»  
«ADDRESS2»

Dear «DEAR»:

**UNSECURED TAX BILL NUMBER(S): «Tax\_yr»/«BILLNO»**

This notice is to inform you that, due to the unresolved delinquency on the above unsecured tax bill number(s), the Treasurer and Tax Collector has filed for seizure of all money, funds, cash, savings, checking accounts and bank deposits belonging to you for payment of delinquent unsecured property tax bills for the tax year(s)«TAXyears».

An Administrative Hearing is scheduled for 10:00 a.m. on «HEARINGdate», at the office of the Treasurer and Tax Collector, 225 North Hill Street, Room 122, Los Angeles, California 90012.

Please refer to the enclosed Administrative Hearing Procedure for additional information on the hearing. Also enclosed is a copy of the notice of Seizure for Taxes.

Should you have any questions regarding this action, please contact «Supervisor», Supervising Delinquent Account Investigator, of my staff at «PHONE» or «EMAIL», between the office hours of 8:00 a.m. to 5:00 p.m. Monday-Friday.

Very truly yours,

JOSEPH KELLY  
Treasurer and Tax Collector

Diana Agostinelli  
Assistant Operations Chief  
Unsecured Property Tax Section  
Revenue and Enforcement Division

BR:DA:rd

Enclosure

***TAX SALE REDEMPTION PAYMENT FILE***

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<b>Field No.</b>	<b>Field Name</b>	<b>Start Print Pos</b>	<b>Length Of Field</b>	<b>Format</b>
1	Group Parcel	1-10	10	N
2	Space	11	1	
3	AIN	12-21	10	N
4	Space	22	1	
5	Sale Year	23-27	5	N
6	Space	28	1	
7	Item No	29-33	5	N
8	Space	34	1	
9	Tax Default Year	35-38	4	N
10	Space	39-80	42	

**SYSTEM TRAINING**

**FOR**

**LOCKBOX REMITTANCE PROCESSING  
SERVICES**

## SYSTEM TRAINING FOR LOCKBOX REMITTANCE PROCESSING SERVICES

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### I. INTRODUCTION

Contractor shall provide Technical, Train-The-Trainer, and End User training as set forth herein at County site(s). System training will be conducted at the County's training room, which has eight workstations, or at locations otherwise directed by the County.

Contractor shall provide, at a minimum, three training sessions, as determined by the County. Training shall incorporate traditional training methods including, but not limited to, classroom training and materials (i.e., training manual, reference guides, desk aids, etc.). Contractor shall customize each training session to accommodate Technical, Train-The-Trainer, and End User staff, covering areas that pertain to the specific business requirements of each group as follows:

MINIMUM NUMBER OF SESSIONS	TYPE OF TRAINING	TRAINING DEPARTMENT/PARTICIPANT GROUP
1	Technical Training	TTC Systems Branch Staff
1	Train-The-Trainer	TTC Technical Staff
1	End User Training	TTC Staff

### II. SCOPE OF TRAINING

#### A. TECHNICAL TRAINING

Contractor shall provide Technical Training of for TTC's Systems Branch technical staff designated by County in accordance with the course outline set forth below.

1. **Introduction**
2. **Features of the System** (includes features unique to the County)
  - a. System Administration
3. **Hardware/Software of Servers and Workstations**
  - a. Disaster Recovery and Backup
  - b. Database Design and Optimization
  - c. Refreshing of Test Database(s) as needed
  - d. Third Party Software
  - e. User Setup and Audit Controls

4. **Processes** (includes hands on practice)
  - a. Report Retrieval and Generation
  - b. Menu Hierarchy and Navigation
  - c. Data Conversion
  - d. Remote Access
  - e. Interfaces
  - f. Inquiry Response
5. **Reports – The Management Tool**
  - a. Systems Branch Staff Training on the development of the Reporting Tool database
6. **Modifications to the System**
7. **Question and Answer Session**
8. **Evaluation**

**B. TRAIN-THE-TRAINER**

Contractor shall provide Train-The-Trainer training for TTC staff designated by the County for each group to be the trainers, in accordance with the course outline set forth below.

Contractor shall design each Train-The-Trainer training session to cover subjects geared toward the business function of each group, as indicated in Section I (Introduction) above. Not all Work Flow and Processes subjects/topics may be covered at each individual training session.

1. **Introduction**
  - a. Purpose and Utilization of Train-The-Trainer
2. **Features of the System**
3. **Hardware/Software of all Workstations**
4. **Processes** (includes hands on practice)
  - a. Report Retrieval and Generation
  - b. Menu Hierarchy and Navigation
  - c. Inquiry Response
  - d. Account Set up
  - e. Support
5. **Reports – The Management Tool**
6. **Question and Answer Session**
7. **Evaluation**

**C. END USER TRAINING**

Contractor shall provide System training for End User staff, designated by the County, in groups not to exceed eight participants per training session, in accordance with the course outline set forth below.

Contractor shall design each training session to cover subjects geared toward the business function of each training department/participant group, as indicated in Section I (Introduction) above. Not all Work Flow and Processes subjects/topics may be covered at each individual training session.

1. **Introduction**
2. **Features of the System**
3. **Hardware/Software of all Workstations**
4. **Work Flow and Processes** (includes hands on practice)
  - a. Report Retrieval and Generation
  - b. Menu Hierarchy and Navigation
  - c. Inquiry Response
  - d. Account Set up
  - e. Support
5. **Reports – The Management Tool**
6. **Question and Answer Session**
7. **Evaluation**

## INFORMATION SECURITY AND PRIVACY REQUIREMENTS

This Attachment sets forth information security procedures to be established by Contractor before the effective date of the Contract and maintained throughout the Term of the Contract. These procedures are in addition to the requirements of the Contract and the Business Associate Agreement between the parties. 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 any of the foregoing that store, transmit, handle or interact in any way with County Confidential Information, including, but not limited to, Protected Health Information and Personal Data (collectively, "Personal 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 Attachment 21 (Information Security and Privacy Requirements) will constitute a material, non-curable breach of the Contract by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. Unless specifically defined in this Attachment, capitalized terms shall have the meanings set forth in the Contract. County Confidential Information shall include Protected Health Information. Personal Data shall include "personal information" as defined in California Civil Code Section 1798.29(g).

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 and subcontractors 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 and subcontractors for potential security risks and require all employees, contractors, and subcontractors 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 and subcontractors with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure Contractor personnel and subcontractors 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 physical and logical security controls to prevent transfer of Personal Information to any form of Removable Media. For purposes of this Attachment 21 (Information Security and Privacy Requirements), "**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 Personal Information.** All Personal Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with law, including, but not limited to, the California Civil Code section 1798 et seq. Without limiting the generality of the foregoing, Contractor shall encrypt (i.e., National Institute of Standards and Technology (NIST) Special Publication (SP) 800-111 Guide to Storage Encryption Technologies for End User Devices<sup>1</sup>) all electronic Personal Information (stored and during transmission). If Personal Information is no longer required to be retained by Contractor under the Contract and applicable law, Contractor shall destroy such Personal Information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the Personal Information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Personal Information consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization<sup>2</sup> and US Department of Defense (DOD) 5220.22-M data sanitization and clearing directive<sup>3</sup> such that the Personally Information cannot be retrieved.
  
5. **Data Control; Media Disposal and Servicing.** Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Personal), Information: (i) may only be made available and accessible to those parties explicitly authorized under the Contract 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 industry standard encryption technology in accordance with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-52 Guidelines for the Selection and use of Transport Layer Security Implementations<sup>4</sup>; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 Guide to Storage Encryption Technologies for End User Devices<sup>5</sup>. 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 Confidential Information, including Personal Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88, Guidelines for Media Sanitization<sup>6</sup>).
  
6. **Hardware Return.** Upon termination or expiration of the Contract or at any time upon County's request, Contractor will return all hardware, if any, provided by County containing County Confidential Information to County. The County 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 Confidential 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

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<sup>1</sup> Available at <http://www.csrc.nist.gov/>

<sup>2</sup> Available at <http://www.csrc.nist.gov/>

<sup>3</sup> Available at <http://www.dtic.mil/whs/directives/corres/pdf/522022MSup1.pdf>

<sup>4</sup> Available at <http://www.csrc.nist.gov/>

<sup>5</sup> Available at <http://www.csrc.nist.gov/>

<sup>6</sup> Available at <http://www.csrc.nist.gov/>

within fifteen (15) days of termination or expiration of the Contract or at any time upon County's request. Contractor's destruction or erasure of Personal Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST SP 800-88, Guidelines for Media Sanitization<sup>7</sup>).

7. **Physical and Environmental Security.** Contractor facilities that process any County information, including but not limited to County 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-malware 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. **IT Infrastructure Protection.** Contractor must take all necessary precautions to detect and prevent the introduction of malicious code and suspicious activity within its IT infrastructure. Contractor must: (a) implement intrusion detection/prevention and anti-malware capabilities for its logical perimeter, Local Area Network (LAN), servers, mail servers, PCs, mobile devices and other devices that store, process and/or transmit County Confidential Information; (b) establish an appropriate blocking strategy on the network perimeter; (c) implement technical and administrative processes and controls to ensure that staff do not access external Internet email accounts or non-business related website from the Contractor network; and (d) implement filtering capability for blocking access to Internet sites that are deemed to be non-business related or present an information security risk.

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<sup>7</sup> Available at <http://www.csrc.nist.gov/>

11. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.
- 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 monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. 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 County Confidential Information.
  - d. In the event County desires to conduct an unannounced penetration test, County shall provide contemporaneous notice to Contractor's Vice President of Audit, or such equivalent position. Any of County's regulators shall have the same right upon request. Contractor shall provide all information reasonably requested by County in connection with any such audits and shall provide reasonable access and assistance to County or its regulators upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. County reserves the right to view, upon request, any original security reports that Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to the County security contact. Contractor will notify County of any new assessments.
12. **Contractor Self Audit.** 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 when applicable; 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 of the Contract shall include:
- a. ISO 27001:2013 (Information Security Management) – Contractor-Wide. A full recertification is conducted every year.
    - (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**- If not published externally, 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 \_\_\_\_\_, Contractor's website.
- b. **SSAE-16** – As to Hosting Services, if any, or use of any remote servers (e.g. cloud storage, software-as-a-service or SaaS) by Contractor:
- (i) Audit with spans of a full twelve (12) months of operation and produced every six (6) months (end of June, end of December)
  - (ii) Resulting detailed report made available to County.

If detailed findings are not published externally, a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

13. **Security Audits.** In addition to the audits described in Section 11 (Contractor Self Audit), during the Term of this Contract, County or its third-party designee may annually, or more frequently as agreed in writing by the parties, request a security audit (e.g., attestation of security controls) 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 thirty (30) 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, penetration tests results, 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 may 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.

14. **Confidentiality.** The following shall supplement Section 7.7 (Confidentiality) of the Contract.

- a. **Non-Exclusive Equitable Remedy.** Contractor acknowledges and agrees that due to the unique nature of County 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.

- b. **Compelled Disclosures.** To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the Contractor, the Contractor may disclose County Confidential Information in accordance with such law or order or requirement, subject to the following conditions: as soon as possible after becoming aware of such law, order, or requirement and prior to disclosing County Confidential Information pursuant thereto, the Contractor will so notify the County in writing and, if possible, the Contractor will provide the County notice not less than five (5) days prior to the required disclosure. The Contractor will use reasonable efforts not to release County Confidential Information pending the outcome of any measures taken by the County to contest, otherwise oppose, or seek to limit such disclosure by the Contractor and any subsequent disclosure or use of County Confidential Information that may result from such disclosure. The Contractor will cooperate with and provide assistance to the County regarding such measures. Notwithstanding any such compelled disclosure by the Contractor, such compelled disclosure will not otherwise affect the Contractor's obligations hereunder with respect to County Confidential Information so disclosed.
- c. **County Data.** All County Confidential Information shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. County Confidential Information shall not be used by Contractor for any purpose other than as required under the Contract, 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.
- d. **Return of Confidential Information.** On County's written request or upon expiration or termination of this Contract 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 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 Contract; 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 County Confidential Information, and provide a notarized written statement to County certifying that all such County Confidential Information has been delivered to County or destroyed, as requested by County.

# APPENDIX B2

## STATEMENT OF WORK AND SAMPLE CONTRACT TECHNICAL EXHIBITS

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**TECHNICAL EXHIBIT 2**

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEEES TO BE ASSESSED</b>
<b>CONTRACT</b>			
Contract: Subparagraph 5.7.1, of Paragraph 5.7, Invoices and Payments	Issuance of invoices only for goods, services, and other work approved in writing by the County of Los Angeles (County).	Review of Invoices	\$100 per incident of non-compliance.
Contract: Subparagraph 5.7.3, of Paragraph 5.7, Invoices and Payments	Submission of invoices by the 15th calendar day of the month following the month of service.	Review of Invoices	\$100 per incident of non-compliance.
Contract: Subparagraph 5.7.4, of Paragraph 5.7, Invoices and Payments	Inclusion of supporting documentation with invoices.	Review of Invoices	\$100 per incident of non-compliance.
Contract: Subparagraph 5.7.6, of Paragraph 5.7, Invoices and Payments	Issuance of revised invoices to correct a discrepancy in the invoiced amount.	Review of Invoices	\$100 per incident of non-compliance.
Contract: Paragraph 7.0, Administration of Contract - Contractor	Replacement of unacceptable Contract personnel within one business day.	On-site inspection and observation, user complaint(s)	\$100 per employee per incident of non-replacement/removal.
Contract: Subparagraphs 7.2, Contractor's Contract Manager, and 7.3, Contractor's Financial Manager	Notify the Treasurer and Tax Collector (TTC) of changes, with resume, within five business days.	Complaints, inspection and observation	\$50 per day that notification is late after the fifth business day.
Contract: Subparagraph 7.7, Background and Security Investigations	Employee Background Checks.	Complaints, spot checks of assigned personnel	Up to \$1,000 per employee for non-compliance.
Contract: Subparagraph 7.8, Confidentiality	Employee Acknowledgement and Confidentiality Agreement signed and provided to the TTC within three working days of the start of work.	Review of reports, complaints	\$100 per day per employee when form not signed. \$1,000 per unauthorized release of information.
Contract: Subparagraphs 8.24 and 8.25, Insurance	Maintain required insurance policies.	Receipt and review of insurance information	\$100 per calendar day; Contract termination at the TTC's option.
Contract: Subparagraph 8.38, Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Paragraph 8.38.	Inspection of files	\$50 per incident of missing required documents.

**TECHNICAL EXHIBIT 2**

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEEES TO BE ASSESSED</b>
<b>CONTRACT Cont'd</b>			
Contract: Subparagraph 8.38, Record Retention and Inspection/Audit Settlement	Contractor to provide required financial statements according to schedule.	Review of reports	\$50 per each calendar day that report is late. Incomplete/inaccurate reports submitted shall be considered late.
Contract: Subparagraph 8.40, Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection and Observation	Possible termination for default of Contract.
<b>STATEMENT OF WORK (SOW)</b>			
SOW: Subparagraph 3.3, Mail Processing, B. Mail Sorting	Contractor is required to fine sort the mail in a manner based upon TTC approval.	Inspection, Observation, and Complaints	Training, Corrective Action Plan, and/or up to \$1,000 per incident of improper mail sorting.
SOW: Subparagraph 3.3, Mail Processing, C. - K.	Contractor shall process or return mail to the TTC, or return to taxpayer as instructed.	Observation and Complaints	Training, Corrective Action Plan, and/or up to \$100 per occurrence.
SOW: Subparagraph 3.4, Remittance Payment Research	Contractor shall search according to methods outlined in Subparagraph 3.4 A. - E.	Research, Review, and Complaints	Training, Corrective Action Plan, and/or up to \$100 per incident of improper research or lack of attempt to research.
SOW: Subparagraph 3.6, Lockbox Processing, B. Regular Mail Remittance Process	Contractor shall pick up all mail and process all remittances within the same day.	Inspection, Observation, and Complaints	Corrective Action Plan and/or up to \$5,000 per incident of not processing within the same day.
SOW: Subparagraph 3.6, C. Imaging/Scanning	Contractor shall insure all imaged files are transmitted daily.	Inspection, Observation, and Complaints	Training, Corrective Action Plan, and/or up to \$500 per file, per calendar day, for any file not transmitted daily.
SOW: Subparagraph 3.6, E. Signature/Certified Mail Process	Contractor shall insure all tracking numbers are captured for certified mail received.	Taxpayer notification	\$100 per tracking number not captured.
SOW: Subparagraph 3.6, G. Foreign Check Process	Contractor shall process and deposit all checks drawn on foreign banks	Inspection and Observation	\$100 per incident and treasury pool interest rate shall be applied on delayed deposit.

**TECHNICAL EXHIBIT 2**

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEEES TO BE ASSESSED</b>
<b>STATEMENT OF WORK Cont'd</b>			
SOW: Subparagraph 3.6, H. Payments Rejected by Keyers	Contractor shall research and process rejected payments within one day from the time the Contractor rejects the transactions.	Inspection, Review of Reports and Observation	\$100 per incident and treasury pool interest rate shall be applied on delayed deposit.
SOW: Subparagraph 3.6, I. UPS Processing	Generate a letter for all applicable unidentified remittances posted to UPS by the next business day.	Review, Research or Complaints	Training, Corrective Action Plan, and/or up to \$100 per letter not generated, per calendar day.
SOW: Subparagraph 3.7, A. Daily Deposit Process	Contractor shall reconcile all deposit files with production work prior to submission.	Review of Reports and Complaints	\$500 per file not reconciled prior to submission, plus the cost associated with correction of erroneous file.
SOW: Subparagraphs 3.7, A. Daily Deposit Process and 3.9.1, B. Balancing Files	Daily bank deposits must conform to the same day credit requirements from the banks in accordance with Subparagraph 3.7 A.	Review of Reports and Complaints	\$500 per deposit not adhered to the bank's same day credit requirements and treasury pool interest rate shall be applied on delayed deposit.
SOW: Subparagraph, 3.7, B. Daily ACH/ICL Returned Process	Contractor shall process and re-deposit select ACH/ICL rejects the same day received.	Review of Reports and Complaints	\$100 for each delayed re-deposit item.
SOW: Subparagraph 3.8.1, UPS Exceptions	Contractor shall 1) deposit the remittance into UPS without sending an Unidentified Payment letter, 2) scan the check and related documents, post to the Web Portal for review, and 3) forward the original correspondence to the TTC.	Inspection, Observation, and Complaints	Training, Corrective Action Plan, and/or up to \$100 per incident of non-compliance.
SOW: Subparagraph 3.8.2, Non-UPS Exceptions	Contractor shall 1) not deposit the remittance, and instead 2) shall scan the check and related documents, post to the Web Portal for review, and 3) forward the original correspondence to the TTC.	Inspection, Observation, and Complaints	Training, Corrective Action Plan, and/or up to \$500 per incident of non-compliance.

**TECHNICAL EXHIBIT 2**

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
<b>STATEMENT OF WORK Cont'd</b>			
SOW: Subparagraphs 3.9.1, Recap Reports, and 8.3, Contract Discrepancy Report/Corrective Action Plan	Contractor shall provide the TTC with required reports by the specified deadlines.	Receipt of reports and Report log-in	Corrective Action Plan and/or \$50 per day, per late report. \$50 per day, per incomplete/inaccurate report.
SOW: Subparagraph 3.9.1, B. Balancing Files	Contractor shall always release the balanced remittance posting files to the TTC. Under no circumstances, shall the Contractor release unbalanced remittance posting files.	Review of reports and Complaints	\$500 for each release of unbalanced remittance posting file plus all costs associated with correction of the error.
SOW: Subparagraph 3.10, Web Portal, Support	Web Portal shall be online 24 hours per day, seven days per week, except during scheduled maintenance. The TTC shall receive at least seven business days' written notice of any scheduled maintenance by Contractor.	Inspection, Observation, and Complaints	Up to \$1,000 per calendar day if Web Portal is non-operational or required scheduled maintenance notification is not provided.
SOW: Subparagraphs 7.1, Test Run, and 8.3, Contract Discrepancy Report/Corrective Action Plan	Prior to initiating live production for each lockbox job type, Contractor shall complete a successful Test Run according to the TTC'S instructions and approval.	The TTC and the Contractor reporting/monitoring	Corrective Action Plan.
SOW: Subparagraph 8.2, Quality Control Meetings	Contractor's representative to attend various meetings.	Attendance	\$50 per no show and/or more than one re-scheduled meeting.

**APPENDIX C**  
**SAMPLE CONTRACT**



**CONTRACT**  
**BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**  
**(CONTRACTOR)**  
**FOR**  
**LOCKBOX REMITTANCE PROCESSING SERVICES**

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## STANDARD EXHIBITS

- A STATEMENT OF WORK (NOT ATTACHED TO SAMPLE)
- B PRICING SCHEDULE (NOT ATTACHED TO SAMPLE)
- C TECHNICAL EXHIBITS
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW
- J DEFAULTED PROPERTY TAX PROGRAM

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

Sample Contract

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND**

\_\_\_\_\_  
**FOR  
LOCKBOX REMITTANCE PROCESSING SERVICES**

This Contract and Exhibits made and entered into this \_\_\_ day of \_\_\_\_\_, 2016 by and between the County of Los Angeles (County), hereinafter referred to as County and \_\_\_\_\_, hereinafter referred to as Contractor, a \_\_\_\_\_, with its principal place of business at \_\_\_\_\_.

**RECITALS**

WHEREAS, pursuant to Government Code Section 31000 which authorizes the Board of Supervisors (Board) to contract for special services; and

WHEREAS, the Contractor is a firm specializing in providing Lockbox Remittance Processing Services, as defined below; and

WHEREAS, Contractor has submitted a proposal to the County's Treasurer and Tax Collector (TTC) for provision of such services and based upon the Request For Proposals (RFP) process, Contractor has been selected for recommendation for award of such Contract; and

WHEREAS, the Board has authorized the TTC to administer this Contract;

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

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work (SOW)
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Technical Exhibits
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Defaulted Property Tax Reduction Program

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subparagraph 8.1, Change Notices and Amendments, and signed by both parties.

## **2.0 DEFINITIONS**

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

- 2.1 Additional Work:** Customized Reports which may be provided by the Contractor to the County upon County's request and approval in accordance with Subparagraph 3.4.
- 2.2 Contract:** This agreement executed between the County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including the SOW, Exhibit A.
- 2.3 Contractor:** The sole proprietor, partnership, corporation, or other person or entity that has entered into this Contract with the County.
- 2.4 Contractor's Contract Administrator:** The individual designated by the Contractor as principal officer to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor's Contract Manager.
- 2.5 Contractor's Contract Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract Award.
- 2.6 Contractor's Financial Manager:** The individual designated by the Contractor to have full authority to act on behalf of the Contractor in all matters related to invoicing under the Contract after the Contract Award.
- 2.7 County:** County of Los Angeles.
- 2.8 County Data:** All of the County confidential information, data, records, and information of the County to which Contractor has access, or otherwise provided to the Contractor under this Contract.
- 2.9 County's Contract Administrator:** Person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Manager.
- 2.10 County's Contract Manager:** Person designated by the County's Contract Administrator to manage the operations under this Contract. An alternate Contract Manager designated by the County shall be referred to as Alternate Contract Manager.
- 2.11 County's Contract Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by the Contractor.

- 2.12 Day(s):** County business day(s), unless otherwise specified.
- 2.13 Effective Date:** The date of approval of this Contract by County's Board of Supervisors.
- 2.14 Performance Requirements Summary (PRS):** Identifies the key performance indicators of the Contract that will be evaluated by the County to assure the Contractor (as specified in the SOW, Paragraph 11.0, Performance Requirements Summary) meets Contract performance standards.
- 2.15 Personal Data:** Any information that identifies a person including, but not limited to, name, address, e-mail 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 (ID). For the avoidance of doubt, Personal Data 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.).
- 2.16 Pretty Good Privacy Encryption:** A computer program used for encrypting and decrypting texts, emails, files, directories, and whole disk partitions to increase the security of e-mail communications over the Internet. It can also be used to send an encrypted digital signature that lets the receiver verify the sender's identity and know that the message was not changed in route.
- 2.17 Quality Control Program:** All necessary measures taken by the Contractor to ensure that the quality of service will meet the Contract requirements regarding timelines, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in Exhibit A - SOW.
- 2.18 Secure Shell File Transfer Protocol:** File transfer protocol to securely access and transfer files over a secure tunnel.
- 2.19 Services or Lockbox Services:** Collectively, all functions, responsibilities, tasks, subtasks, deliverables, goods, and other services: (a) specifically identified in the SOW; (b) identified in this Contract as being Contractor's responsibility; and (c) otherwise necessary to comply with the terms of this Contract. Without increasing the scope of the Services, if any component task, subtask, service, or function is: (i) an inherent or necessary part of the Services defined in subparts (a), (b), or (c) of this Subparagraph; or (ii) a customary part of the Services defined in

subparts (a), (b), or (c) of this Subparagraph, and not in conflict with Contractor's established methods of providing services and as to a service(s) within either subpart (i) and (ii) of this sentence above, is not specifically described in this Contract, then such service or function shall be deemed to be part of the Services. Any hardware and/or software provided to the County by the Contractor including, but not limited to, the Web Portal, and/or required by Contractor to perform the Services pursuant to this Contract shall be deemed part of the Services.

- 2.20 Specifications:** Any and/or all of the following: (i) all functional and operational requirements and/or features included in the SOW; (ii) all requirements set forth in this Contract; (iii) the Documentation, to the extent not inconsistent with any of the foregoing; (iv) all specifications provided or made available by the Contractor under this Contract, but only to the extent: (a) not inconsistent with any of the foregoing; and (b) acceptable to the County in its sole discretion; and (v) all written and/or electronic materials furnished or made available by or through Contractor regarding the Web Portal, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other criteria or any element of the Web Portal, but only to the extent not inconsistent with any of the foregoing.
- 2.21 Treasurer and Tax Collector:** The Department Head of the County's Treasurer and Tax Collector, or his or her designee.
- 2.22 TTC:** The County of Los Angeles Treasurer and Tax Collector as a department.
- 2.23 Web Portal:** A secure Web Portal by which the TTC may access information pertaining to the TTC's data/documents in Portable Document or other electronic format for administering the TTC users' access to report printing, lockbox job approvals, and viewing of real-time status and statistics of lockbox processes activities. Any software, hardware, hosting services, and/or related items required for the Contractor to provide the Web Portal pursuant to this Contract shall be deemed part of the Web Portal.
- 2.24 Work Product:** All deliverables and all concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, procedures, processes, and methods of doing business, and any other media, materials, plans, reports,

Contract plans, work plans, documentation, training materials, and other tangible objects produced by the Contractor under this Contract. However, Work Product does not include (a) any intellectual property including, without limitation, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, utilities, routines, and tools, which may constitute or be contained in Work Product that was developed by the Contractor prior to performance or independent of this Contract (Background Intellectual Property); or (b) the Web Portal or any modifications thereto made by the Contractor.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete, and deliver on time, all tasks, deliverables, services, and other work as set forth herein including, but not limited to, Exhibit A – SOW.
- 3.2** The Contractor agrees that the performance of work and services pursuant to the requirements of this Contract shall conform to high professional standards as exist in the Contractor’s profession or field of practice.
- 3.3** If the Contractor provides any tasks, deliverables, goods, services, or other work other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
- 3.4** Upon County’s written request and mutual approval pursuant to the Terms of this Contract, Contractor shall provide Additional Work, including Customized Reports, in accordance with this Subparagraph and Exhibit A – SOW, at the applicable pricing terms set forth in Exhibit B (Pricing Schedule).

### **4.0 TERM OF CONTRACT**

- 4.1** The Term of this Contract shall be five years commencing upon the Effective Date in whole or in part, as provided in this Contract (Contract Term).
- 4.2** The County shall have the sole option to extend the Contract Term for up to two additional one-year periods and/or six month-to-month extensions, for a maximum total Contract Term of seven years and

six months. Each such extension option may be exercised at the sole discretion of the Treasurer and Tax Collector as authorized by the Board. In the event the Treasurer and Tax Collector desires to renew the Contract by exercising an option term, the County shall provide Contractor with a written notice of intent to renew the Contract 30 calendar days prior to the expiration of the then current Term of the Contract. The option to renew shall be set forth in writing, as provided in Subparagraph 8.1, Change Notices and Amendments.

- 4.3 The 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 the County will exercise a Contract Term extension option.
- 4.4 The Contractor shall notify the County's Contract Administrator when this Contract is within six months of the expiration of the Contract Term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send a written notification to the County's Contract Administrator at the address herein provided in Exhibit E - County's Administration.

## 5.0 CONTRACT SUM

- 5.1 The maximum Contract Sum under the Terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of the Services specified herein in accordance with the Pricing Schedule - Exhibit B and shall not exceed **(to be determined upon execution of the Contract)**.
- 5.2 Contract rates specified in the Pricing Schedule - Exhibit B, shall remain firm and fixed for the Term of the Contract including all optional extensions.
- 5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

**5.4** The maximum Contract Sum shown in Subparagraph 5.1 shall be deemed to include all amounts necessary for the County to reimburse Contractor for all applicable California and other state and local sales/use taxes on all Services provided by the Contractor to the County pursuant to or otherwise due as a result of this Contract including, but not limited to, the product of as-needed Services and enhancements or changes to the Services, to the extent applicable. All California sales/use taxes shall be paid directly by the Contractor to the State or other taxing authority. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless the 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 the County from all applicable California and other state and local sales/use tax on all other items provided by the Contractor pursuant to this Contract 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 the County does not hold title.

**5.5** The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred 75 percent of the total Contract Sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the County's Contract Administrator at the address herein provided in Exhibit E - County's Administration.

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

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

## **5.7 INVOICES AND PAYMENTS**

**5.7.1** The Contractor shall invoice the County, monthly in arrears, only for providing the goods, services, and other work upon Contractor's completion and the County's written approval thereof in accordance with this Contract, including Exhibits A, SOW and B, Pricing Schedule with all Attachments and Schedules thereto, and any Change Notices or Amendments, as applicable. The Contractor shall not invoice the County in advance, nor shall Contractor be entitled to advance payment for goods, services, other work, start-up costs, or any other direct or indirect cost incurred by the Contractor pursuant to this Contract.

**5.7.2** The Contractor's invoices shall be priced in accordance with the Pricing Schedule - Exhibit B.

**5.7.3** The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.

**5.7.4** All invoices and supporting documentation shall be submitted to:

- Email Address: [ttcbudget@ttc.lacounty.gov](mailto:ttcbudget@ttc.lacounty.gov); or
- Two copies to the following address:  
Accounts Payable  
Treasurer and Tax Collector  
500 West Temple Street, Room 464  
Los Angeles, California 90012

**5.7.5** The County's Contract Manager shall contact the Contractor Financial Manager when a revised invoice is required to correct a discrepancy in the invoiced amount and/or service provided. The Contractor Financial Manager shall notate "Revised" or "Corrected" on the corrected invoice, update the invoice date, and resubmit in accordance with Subparagraph 5.7.5. If the revised invoice uses a different invoice number, the revised invoice shall also reference the original invoice number.

### **5.7.6 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Manager

prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two weeks from receipt of properly prepared invoices by the County. The Contractor Financial Manager shall submit a revised invoice when requested by the County in accordance with Subparagraph 5.7.6.

#### **5.7.7 Invoice Discrepancies**

The County's Contract Administrator will review each invoice for any discrepancies and will, within 30 calendar days of receipt thereof, notify the Contractor Financial Manager in writing of any discrepancies found upon such review and submit a list of disputed charges. The Contractor Financial Manager shall review the disputed charges and send a written explanation detailing the basis for the charges within 30 calendar days of receipt of County's notice of discrepancies and disputed charges. If the County's Contract Administrator does not receive a written explanation for the charges within such 30 calendar day period, the Contractor Financial Manager 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 the Contractor and pay such amount in satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure in Paragraph 8.31, Dispute Resolution Procedure.

#### **5.7.8 Local Small Business Enterprises (SBEs) – Prompt Payment Program (if applicable)**

Certified Local SBEs registered in the County's Prompt Payment Program will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice. A Certified Local SBE vendor registered in the Prompt Payment Program must stamp all invoices with the "Prompt Pay" certification stamp.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **COUNTY'S ADMINISTRATION**

A listing of all County's Administration referenced in the following subparagraphs is designated in Exhibit E - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

#### **County Personnel**

The TTC shall assign a Contract Administrator and a Contract Manager to provide overall management and coordination of the Contract and act as liaisons for the TTC. The County's Contract Administrator shall provide information to the Contractor in areas relating to policy and procedural requirements and the County's Contract Manager will monitor the Contractor's performance during the Term of the Contract. The TTC will inform the Contractor in writing of the name, address, and telephone number of the individuals designated to act as Contract Administrator and Contract Manager, or any alternate identified in Exhibit E - County's Administration, of this Contract at the time the Contract is executed and notify the Contractor as changes occur.

### **6.1 COUNTY'S CONTRACT ADMINISTRATOR**

- 6.1.1** The County's Contract Administrator is designated in Exhibit E – County's Administration. The County shall contact the Contractor in writing of any changes in the name or address of the County's Contract Administrator.
- 6.1.2** The County's Contract Administrator shall be responsible for ensuring that the objectives of this Contract are met and determining Contractor's compliance with the Contract and inspecting all tasks, deliverable, goods, services, or other work provided by or on behalf of the Contractor.
- 6.1.3** The County's Contract Administrator is responsible for providing overall direction to Contractor in the areas relating to the County policy, information requirements, and procedural requirements.
- 6.1.4** The County's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract, except as permitted in accordance with Subparagraph 8.1, Change Notices and Amendments, of

this Contract and is not authorized to obligate further the County in any respect whatsoever.

## **6.2 COUNTY'S CONTRACT MANAGER**

**6.2.1** The responsibilities of the County's Contract Manager/Alternate Contract Manager include:

- As needed, requesting meetings with the Contractor's Contract Manager; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

**6.2.2** The County's Contract Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to obligate further the County in any respect whatsoever.

## **6.3 COUNTY'S CONTRACT MONITOR**

The County's Contract Monitor is responsible for overseeing the day-to-day administration of this Contract. The Contract Monitor reports to the County's Contract Manager.

## **6.4 COUNTY'S DEPARTMENTAL CHIEF INFORMATION OFFICER (DCIO)**

The DCIO is responsible for managing the planning, design, coordination, development, implementation, and maintenance of the TTC's information systems.

## **6.5 COUNTY'S DEPARTMENTAL INFORMATION SECURITY OFFICER (DISO)**

The DISO develops and implements Departmental Information Technology (IT) security application, policies, standards, and procedures intended to prevent the unauthorized use, release, modification, loss, or destruction of data and to ensure the integrity and security of the TTC's IT infrastructure.

## **7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **Contractor Personnel**

The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Contractor in every detail and must speak and understand English.

The Contractor shall be required to background check its employees as set forth in Subparagraph 7.5, Background and Security Investigations, of this Contract.

### **7.1 CONTRACTOR'S CONTRACT ADMINISTRATOR**

**7.1.1** The Contractor's Contract Administrator shall be a full-time employee of the Contractor. The Contractor's Contract Administrator shall be the principal officer in the Contractor's office to service the Contract and to act as a liaison for the Contractor in coordinating the performance under the Contract. The TTC must be provided in writing with the name, address, and telephone number of the individual designated to act as the Contract Administrator or any alternate identified in Exhibit F – Contractor's Administration, and provide a current copy of the person's resume at the time the Contract is executed and notify the TTC as changes occur.

**7.1.2** The Contractor's Contract Administrator shall be responsible for the Contractor's performance of all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor and ensuring Contractor's compliance with this Contract.

**7.1.3** The Contractor's Contract Administrator shall be available to meet and confer with the County's Contract Administrator on an as needed basis, either in person or by telephone as mutually agreed by the parties, to review Contract performance and discuss Contract coordination. Such meetings shall be conducted at a time and place as mutually agreed by the parties.

## **7.2 CONTRACTOR'S CONTRACT MANAGER**

**7.2.1** The Contractor's Contract Manager is designated in Exhibit F, Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Manager.

**7.2.2** The Contractor shall assign a Contract Manager, and a designated alternate (Alternate Contract Manager), to act as liaison for the Contractor and have full authority to act on behalf of the Contractor in all matters related to the daily operation of the Contract. The Contract Manager or the Alternate Contract Manager, shall be available on a daily basis, Monday through Friday, during the hours of 8:00 AM and 5:00 PM Pacific Time (PT) for telephone contact and to meet with County personnel regarding the operation of the Contract.

## **7.3 CONTRACTOR'S FINANCIAL MANAGER**

**7.3.1** The Contractor's Financial Manger is designated in Exhibit F, Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Manager.

**7.3.2** The Contractor shall assign a Financial Manager, to act as liaison for the Contractor and have full authority to act on behalf of the Contractor in all matters related to invoicing under the Contract. The Financial Manager shall be available on a daily basis, Monday through Friday, during the hours of 8:00 AM and 5:00 PM PT for telephone contact and to meet with County personnel regarding any invoices issued under the Contract.

## **7.4 NOTICE OF PERSONNEL CHANGES**

The Contractor shall inform the County's Contract Administrator in writing of the names, addresses, and telephone numbers of the individuals designated to act as Contract Manager and Alternate Contract Manager at the time the Contract is implemented and as changes occurs during the Term of the Contract. Such notification shall be made by the Contractor no later than five days after a change occurs and shall include a current resume for the new person. The County shall have the right to approve the assignment or replacement of any personnel recommended by the Contractor.

## **7.5 APPROVAL OF CONTRACTOR'S STAFF**

The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff including, but not limited to, the Contractor's Contract Manager.

## **7.6 CONTRACTOR'S STAFF IDENTIFICATION**

**7.6.1** The Contractor shall provide adequate staff to complete the Services.

**7.6.2** The Contractor shall provide all staff assigned to this Contract with a photo identification (ID) badge when on the County premises in accordance with the County specifications. Specifications may change at the discretion of the County and the Contractor will be provided new specifications as required. The format and content of the badge is subject to the TTC's approval prior to the Contractor implementing the use of the ID badge. The Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo ID badge on the upper part of the body. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

**7.6.3** The Contractor shall notify the TTC within one day when staff is terminated from working under this Contract. The Contractor shall retrieve and immediately destroy the staff's County photo ID badge at the time of removal from the Contract.

**7.6.4** If the TTC requests the removal of the Contractor's staff, the Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo ID badge at the time of removal from working on the Contract.

## **7.7 BACKGROUND AND SECURITY INVESTIGATIONS**

**7.7.1** All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of the TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Such background investigation must be obtained through fingerprints

submitted to the California Department of Justice (DOJ) to include state, local, and federal-level review which may include, but not limited to, criminal conviction information. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and perjury, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, and job-related misdemeanor convictions. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of the Contractor's staff passes or fails the background investigation.

- 7.7.2** A member of Contractor's staff shall not begin to perform services under the Contract until he/she has successfully passed a background investigation to the satisfaction of the TTC. During the Term of the Contract, if the TTC receives a subsequent disqualifying factor for a member of the Contractor's staff, the TTC shall request that the member of the Contractor's staff be immediately removed from performing services under the Contract. Contractor shall comply with County's request. The TTC will request the Contractor to advise the Contractor's staff member who did not pass the background investigation or who received a subsequent disqualifying factor to contact the TTC immediately to receive a copy of the Criminal Offender Record Information obtained from the DOJ through the TTC's background investigation.
- 7.7.3** The TTC may request that Contractor's employee(s) be immediately removed from working on this Contract at any time during the Contract Term.
- 7.7.4** The County, in its sole discretion, may immediately deny or terminate facility access to any member of the Contractor's staff that does not pass an investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.7.5** Disqualification of any member of the Contractor's staff pursuant to this Subparagraph 7.7 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

**7.7.6** The Contractor shall provide background investigation check updates for all employees in accordance with this Subparagraph 7.7 and when changes occur in staffing or as requested by the TTC. Contractor shall not allow employees to work on any job for the TTC prior to successfully passing the background investigation. In addition, if the TTC finds that a member of the Contractor's staff who has not passed the background investigation is dispatched to perform services under the Contract, the Contractor shall immediately remove the staff member upon request of the TTC.

**7.7.7** Following a Contractor staff's clearance, when applicable, the TTC will notify Contractor of any subsequent background results affecting the Contractor staff's ability to work under this Contract.

## **7.8 CONFIDENTIALITY**

**7.8.1** The Contractor shall maintain the confidentiality of all records and information including, but not limited to, billing and sensitive financial information, County records, data and information, Personal Data, County Data, any information relating to County's customers, users, patients, partners, or personnel, and any other data, records, and information received, obtained and/or produced under the provisions of this Contract (County Confidential Information) in accordance with all applicable federal, state, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality including, without limitation, the County policies concerning information technology security and the protection of confidential records and information.

**7.8.2** The Contractor's employees may use data received from the County only to perform functions as defined by this Contract.

**7.8.3** Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the County are allowable. Any other use or disclosure of data received requires the express approval in writing from the County. No work shall duplicate, disseminate, or disclose any data except as allowed in this Contract.

- 7.8.4** Access to data received from the County shall be restricted only to workers who need the data to perform their official duties in the performance of this Contract.
- 7.8.5** Contractor employees who access, disclose, or use the data for a purpose not authorized by this Contract may be subject to civil and criminal sanctions contained in applicable federal and state statutes.
- 7.8.6** The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs, and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Subparagraph 7.8, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Subparagraph 7.8 shall be conducted by the Contractor and performed by the Counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel including, without limitation, County Counsel and to reimbursement from the Contractor for all costs and expenses incurred by the County in doing so. The 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 the County without the County's prior written approval.
- 7.8.7** The Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.8.8** The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement, Confidentiality and Agreement," Exhibit G1.
- 7.8.9** The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the

provisions of the “Contractor Employee Acknowledgment Confidentiality Assignment Agreement,” Exhibit G2.

**7.8.10** The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the “Contractor Non-Employee Acknowledgment Confidentiality Agreement,” Exhibit G3.

**7.8.11** During the Contract Term, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the County’s Contract Administrator whenever changes in personnel occur.

**7.8.12** In connection with this Contract and performance of the Services, Contractor may be provided or obtain, from County or otherwise, Personal Data pertaining to County’s current and prospective personnel, directors and officers, agents, subcontractors, patients, and customers and may need to process such Personal Data and/or transfer it, all subject to the restrictions set forth in this Contract and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the Services. Without limiting any other warranty or obligation specified in this Contract and in particular the confidentiality provisions of this Subparagraph 7.8, Confidentiality, during the Contract Term and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personal Data in any manner and will not disclose, distribute, sell, share, rent, or otherwise transfer any Personal Data to any third party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by the County. Contractor represents and warrants that Contractor will use and process Personal Data only in compliance with (a) this Contract, (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). Contractor will not retain any Personal Data for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such Personal Data in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Personal Data.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 CHANGE NOTICES AND AMENDMENTS**

- 8.1.1** The County reserves the right to initiate change notices that either (i) **do not affect** the Contract Term or Contract Sum or payments and do not materially alter the Contract. All such changes shall be executed with a Change Notice to this Contract signed by the Contractor and by the County's Contract Administrator. For any Additional Work requested by the County, following agreement on the scope of such Additional Work, a Change Notice shall be prepared and executed by each of (a) the County's Contract Administrator or designee, and (b) Contractor's authorized representative(s) provided that any Change Notice for Additional Work shall additionally require written approval of County's Chief Information Office and County Counsel. The County is specifically authorized to execute Change Notices for acquisition of Additional Work under the Contract. Any requests for expenditures must be approved in writing by the County's Contract Administrator.
- 8.1.2** For any change, which affects the Contract Sum and/or SOW that does not materially alter the Contract, an Amendment to this Contract shall be prepared and executed by the Contractor and by the Treasurer and Tax Collector or his/her designee, provided County Counsel approval is obtained prior to execution of such Amendment(s).
- 8.1.3** For any change which affects the Contract Term, the Contract Sum and/or SOW under this Contract that materially alters the Contract, an Amendment to this Contract shall be prepared and executed by the Contractor and by the Board or its authorized designee.
- 8.1.4** For any change which affects the Term or Contract Sum under this Contract, an Amendment shall be prepared and executed by the Contractor, and thereafter by the County's Board except that the TTC is expressly authorized to increase the Contract Sum set forth in Subparagraph 5.1 in an amount not to exceed 15 percent of the total Contract Sum for the applicable Contract year based on an increase in work volume. Any such change shall be in the form of a Change Notice and signed by the Contractor and the TTC.

- 8.1.5** The County's Board or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the Contract Term. The County reserves the right to add and/or change such provisions as required by the County's Board or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Treasurer and Tax Collector or his/her designee.
- 8.1.6** The Treasurer and Tax Collector or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0, Term of Contract. For the exercise of the TTC's additional optional one-year periods and/or six month-to-month extensions, a written notice shall be prepared and signed by the Treasurer and Tax Collector or his/her designee and delivered to the Contractor 30 calendar days prior to the expiration of the then current Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.

## **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1** The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, the County's consent shall require a written Amendment to the Contract which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.
- 8.2.2** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written

consent of the County in accordance with applicable provisions of this Contract.

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

### **8.3 WARRANTIES**

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

**8.3.2** The Services will be performed in a professional, competent, and timely manner by appropriately qualified Contractor personnel in accordance with this Contract and consistent with industry best practices.

**8.3.3** The Services including, but not limited to, the Web Portal shall conform to the Specifications and requirements set forth in this Contract without material deviations for the period commencing upon the Effective Date of the Contract and continuing through the expiration or termination of the Contract (Warranty Period).

**8.3.4** Contractor represents and warrants that Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the Web Portal and/or the County systems or any component through 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 Information or of

causing any unplanned interruption of the operations of, or accessibility of the Web Portal and/or County systems or any component to the County or any user or which could alter, destroy, or inhibit the use of the Web Portal and/or County systems or any component, or the data contained therein (collectively, Disabling Device[s]) which could block access to or prevent the use of the Web Portal and/or County systems or any component by the County or users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in the Web Portal component provided to the County under this Contract, nor shall Contractor knowingly permit any subsequently delivered or provided Web Portal component to contain any Disabling Device. In addition, Contractor shall prevent viruses from being incorporated or introduced into the Web Portal or updates thereto prior to the installation onto the Web Portal and shall prevent any viruses from being incorporated or introduced in the process of Contractor's performance of on-line support and/or access to County systems.

- 8.3.5** To the best of Contractor's knowledge, County's permitted use of the Services including, but not limited to, the Web Portal will not infringe the intellectual property rights of any third party.
- 8.3.6** There is no pending or threatened litigation that would have a material adverse impact on its performance under the Contract. In addition, Contractor also represents and warrants that based on pending actions, claims, disputes, or other information, Contractor has no knowledge of a failure of the Web Portal to perform in accordance with the Specifications.
- 8.3.7** To the extent permissible under the applicable third party Contracts, Contractor hereby assigns and agrees to deliver to the County all representations and warranties received by Contractor from its third party licensors and suppliers, including hardware vendors.
- 8.3.8** During the Contract Term, Contractor shall not subordinate this Contract or any of its rights hereunder to any third party without the prior written consent of the County, and without providing in such subordination instrument for non-disturbance of County's use of the Services (or any part thereof) in accordance with this Contract. This Contract and

the Web Portal 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. The County is entitled to use the Services and/or Web Portal without interruption. As of the date furnished, no statement contained in writing in the response to the RFP for the Services contains any untrue statements about the prior experience or corporate description of Contractor, or omits any fact necessary to make such statement not misleading.

**8.3.9** County's remedies under the Contract for the breach of the warranties set forth in this Contract will include, but not be limited to, the repair or replacement by Contractor, at its own expense, of the non-conforming portion, or all if necessary, of the Web Portal and other corrective measures afforded to the County by Contractor under this Contract.

#### **8.4 BUDGET REDUCTIONS**

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

#### **8.5 COMPLAINTS**

The Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

**8.5.1** Within ten days after the Contract Effective Date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

- 8.5.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3** If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five days for County's approval.
- 8.5.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5** The Contractor shall preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within five days of receiving the complaint.
- 8.5.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7** Copies of all written responses shall be sent to the County's Contract Administrator within three days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

- 8.6.1** In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense and legal costs, 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 the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 8.6 shall be conducted by the Contractor and performed by the Counsel selected by the Contractor and

approved by the County. Notwithstanding the preceding sentence, the 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 the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel including, without limitation, County Counsel and to reimbursement from Contractor for all such costs and expenses incurred by the 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 the County without County's prior written approval.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

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

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program**

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

### **8.8.2 Written Employee Jury Service Policy**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the

Jury Service Program (Section 2.203.070 of the County Code), the 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 Employee's regular pay the fees received for jury service.

2. For purposes of this subparagraph, "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 County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall

immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

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

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

## **8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

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

## **8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

**8.11.1** Should the Contractor require additional or replacement personnel after the Effective Date of this Contract, the 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 the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN/GROW job candidates.

**8.11.2** In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible Contractor**

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

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires

information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

### **8.12.3 Non-responsible Contractor**

The County may debar a Contractor if the Board 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 offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

### **8.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object

to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of the County Contractors.

#### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

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

#### **8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

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

**8.14.2** As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the Contract Term maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act

(42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract Terms and Conditions and performance standards. The Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS**

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

**8.16.2** If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

## **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

**8.17.1** The Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. The Contractor shall obtain, from all employees

performing work hereunder, all verification and other documentation of employment eligibility status required by federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

**8.17.2** The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.18 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and/or Change Notices prepared pursuant to Subparagraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and/or Change Notices to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.19 FAIR LABOR STANDARDS**

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

## **8.20 FORCE MAJEURE**

**8.20.1** Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure event(s)").

**8.20.2** Notwithstanding the foregoing, a default by a subcontractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

**8.20.3** In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

**8.20.4** In the event a force majeure event continues for more than five days, the County may terminate this Contract by providing written notice to Contractor. Notwithstanding the foregoing, a force majeure event will not relieve Contractor of its obligations under Attachment II to Exhibit A - SOW (Information Security and Privacy Requirements) and Subparagraph 7.8, Confidentiality.

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the state of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the state of

California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County.

## **8.22 INDEPENDENT CONTRACTOR STATUS**

**8.22.1** This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

**8.22.2** The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

**8.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

**8.22.4** The Contractor shall adhere to the provisions stated in Subparagraph 7.8, Confidentiality.

## **8.23 INDEMNIFICATION**

**8.23.1** The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers (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 and/or relating to this Contract, except for such

loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

**8.23.2** The Contractor shall indemnify, hold harmless, and defend County from and against any and all liability, damages, costs, and expenses including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's Services under this Contract. The County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

**8.23.3** In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that the County's continued use of the system is not materially impeded, shall either (a) Procure for County all rights to continued use of the questioned equipment, part, or software product; or (b) Replace the questioned equipment, part, or software product with a non-questioned item; or (c) Modify the questioned equipment, part, or software so that it is free of claims.

**8.23.4** The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended as set forth in the Documentation.

## **8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types, and limits (the Required Insurance) also are in addition to and separate

from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### **8.24.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided 15 days prior to commencing services under this Contract.
- Renewal Certificates shall be provided to the County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000.00, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

Contracts Section  
County of Los Angeles  
Treasurer and Tax Collector  
500 West Temple Street, Room 464  
Los Angeles, California 90012

Contractor also shall promptly report to the 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 the Contractor.

The Contractor also shall promptly notify the County of any third party claim or suit filed against the Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

#### **8.24.2 Additional Insured Status and Scope of Coverage**

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

#### **8.24.3 Cancellation of or Changes in Insurance**

The Contractor shall provide the County with, or the Contractor's insurance policies shall contain a provision that the 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 the County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.4 Failure to Maintain Insurance**

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

#### **8.24.5 Insurer Financial Ratings**

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

#### **8.24.6 Contractor's Insurance Shall Be Primary**

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

#### **8.24.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall

require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

#### **8.24.8 Subcontractor Insurance Coverage Requirements**

The Contractor shall include all Subcontractors as insureds under the Contractor's own policies, or shall provide the County with each Subcontractor's separate evidence of insurance coverage. The 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 the Contractor as additional insureds on the Subcontractor's General Liability policy. The Contractor shall obtain the County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

#### **8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

The Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the 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.

#### **8.24.10 Claims Made Coverage**

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

#### **8.24.11 Application of Excess Liability Coverage**

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

#### **8.24.12 Separation of Insureds**

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

#### **8.24.13 Alternative Risk Financing Programs**

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

#### **8.24.14 County Review and Approval of Insurance Requirements**

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

### **8.25 INSURANCE COVERAGE**

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

General Aggregate:	No Aggregate
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

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

### **8.25.3 Workers' Compensation and Employers' Liability**

insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees or is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that the County will receive not less than 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.

### **8.25.4 Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$200 million per claim and \$400 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following this Contract's expiration, termination, or cancellation.

### **8.25.5 Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$200 million per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by the County to the Contractor, and apply to all of Contractor's directors, officers, agents, and employees who regularly handle or have responsibility for such money, securities, or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

### **8.25.6 Technology Errors and Omissions**

Insurance, including coverage 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; and (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits not less than \$10 million.

#### **8.25.7 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; and (5) unauthorized access to or use of computer systems with limits not less than \$10 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following the Contract's expiration, termination or cancellation.

#### **8.25.8 Financial Institution**

Contractor's and/or Subcontractor's financial institution(s) must meet the minimum ratings, as defined by the TTC. The minimum ratings required will be a rating of "A" by Moody's or Standard & Poor's, regardless of numerical or symbolic qualifiers (1, 2, 3, +, or -) at the time of Contract Award, unless otherwise agreed to by both the TTC and the Contractor. In the event that Contractor's and/or Subcontractor(s) financial institution fails to maintain the minimum rating, the County reserves the right to require the Contractor and/or Subcontractor(s) to replace it Settlement financial institution with another financial institution that meets the minimum rating requirement.

### **8.25.9 Performance Security Requirement**

The County reserves the right to require a performance security (e.g., performance bond executed by a corporate surety licensed to transact business in the State of California, irrevocable letter of credit, or a certificate of deposit, with a financial institution that meets the minimum criteria and standards established by the County, etc.) in a form and amount satisfactory to the County. The County Contract Administrator has the authority to approve the form and amount of performance security on behalf of the County. Failure on the part of the Contractor to procure and maintain the required performance security shall constitute a material breach of this Contract upon which the County may terminate the Contract pursuant to Paragraph 8.43, Termination for Default, and may seek all remedies stated herein.

### **8.26 LIQUIDATED DAMAGES**

**8.26.1** If, in the judgment of the Treasurer and Tax Collector or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Treasurer and Tax Collector or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County will be forwarded to the Contractor by the Treasurer and Tax Collector or his/her designee in a written notice describing the reasons for said action.

**8.26.2** If the Treasurer and Tax Collector or his/her designee determines that there are deficiencies in the performance of this Contract that the Treasurer and Tax Collector or his/her designee deems are correctable by the Contractor over a certain time span, the Treasurer and Tax Collector or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified timeframes. Should the Contractor fail to correct deficiencies within said timeframe, the Treasurer and Tax Collector or his/her designee may (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree

that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified timeframe. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction, or as specified in the PRS Chart, as defined in Appendix B2, Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five days' notice to the Contractor for failure to correct the Deficiencies, the County may correct any and all Deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be the County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor (or invoiced to the Contractor if no payment is due) from the County, as determined by the County.

**8.26.3** The action noted in Subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

**8.26.4** This subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the Term of this Contract provide the same goods or services under similar quantity and delivery conditions to the state of California or any county, municipality, or district of the state at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.28 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

**8.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or

mental disability, marital status, or political affiliation in compliance with all applicable federal and state anti-discrimination laws and regulations.

**8.28.2** The Contractor shall certify to, and comply with the provisions of Exhibit D, Contractor's EEO Certification.

**8.28.3** The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include, but is not limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

**8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

**8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and state laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any Contract, program, or activity supported by this Contract.

**8.28.6** The Contractor shall allow the County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by the County.

**8.28.7** If the County finds that any provisions of this Subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or state anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

**8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 NON EXCLUSIVITY**

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

## **8.30 NOTICE OF DELAYS**

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

## **8.31 DISPUTE RESOLUTION PROCEDURE**

It is the intent of the parties that all disputes arising under this Contract be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the disputed issue. The parties understand and agree that the procedures outlined in this paragraph are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective managers. Accordingly, for purposes of the procedures set forth in this paragraph, a "dispute" shall mean any action, dispute, claim, or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Contract.

- 8.31.1** Contractor and the County agree to act with urgency to resolve mutually any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Subparagraph 8.31, Dispute Resolution Procedure, (such provisions shall be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.
- 8.31.2** Contractor and the County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which the County determines should be delayed as a result of such dispute.
- 8.31.3** If Contractor fails to continue without delay its performance hereunder which the County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by the Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by the Contractor, and Contractor shall make no claim whatsoever against the County for such costs. Contractor shall promptly reimburse the County for such County costs, as determined by the County, or the County may deduct all such additional costs from any amounts due to the Contractor from the County.
- 8.31.4** If County fails to continue without delay to perform its responsibilities under this Contract which County determines should not be delayed as a result of such dispute, then any additional costs incurred by the Contractor or the County as a result of the County's failure to continue to so perform shall be borne by the County, and the County shall make no claim whatsoever against the Contractor for such costs. The County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by the County.
- 8.31.5** In the event of any dispute between the parties with respect to this Contract, Contractor and the County shall submit the matter to their respective Contract Managers for the purpose of endeavoring to resolve such dispute.
- 8.31.6** In the event that the Contract Managers are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties'

respective Contract Administrators for further consideration and discussion to attempt to resolve the dispute.

**8.31.7** In the event that the Contract Administrators are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's president or equivalent and the Treasurer and Tax Collector or his/her designee. These persons shall have ten days to attempt to resolve the dispute.

**8.31.8** 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 Contract and/or its rights and remedies as provided by law.

**8.31.9** 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 levels described in this Subparagraph 8.31, Dispute Resolution Procedure, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.

**8.31.10** Notwithstanding any other provision of this Contract, the County's right to terminate this Contract or to seek injunctive relief to enforce the provisions of Subparagraph 7.8, Confidentiality, shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of the County's rights and shall not be deemed to impair any claims that the County may have against the Contractor or County's rights to assert such claims after any such termination or such injunctive relief has been obtained.

**8.31.11** Contractor shall bring to the attention of the County's Contract Manager and/or the County's Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract.

**8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

**8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in the County, and where and how to surrender safely a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**8.34 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration, and F, Contractor's Administration. Addresses may be changed by either party giving ten days prior written notice thereof to the other party. The Treasurer and Tax Collector or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

**8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

**8.36 CALIFORNIA PUBLIC RECORDS ACT**

**8.36.1** Any documents submitted by the Contractor, all information obtained in connection with the County's right to audit and

inspect the Contractor's documents, books, and accounting records pursuant to Subparagraph 8.38, Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 625, et seq. (California Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

**8.36.2** In the event the County is required to defend an action on a California Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the California Public Records Act.

## **8.37 PUBLICITY**

**8.37.1** The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the Term of this Contract, the 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 the County without the prior written consent of the County's Contract Administrator. The County shall not unreasonably withhold written consent.

**8.37.2** The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Subparagraph 8.37 shall apply.

### **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

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

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

**8.38.2** Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

**8.38.4 Financial Statements:** Beginning one year after the Effective Date of this Contract and every year thereafter until the expiration of this Contract, the Contractor shall submit to the County a complete set of financial statements, audited if available, for the 12-month period. Such statements shall, at a minimum, include a Balance Sheet (Statement of Financial Position) and Income Statement (Statement of Operations). In addition, the Contractor shall submit a statement regarding any pending litigation since Contractor last reported same to the County. The County reserves the right to request these audited financial statements on a more frequent basis and will so notify Contractor in writing. All financial statements will be kept confidential, only if stamped or marked as confidential on each page of the financial statement.

### **8.39 RECYCLED BOND PAPER**

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

### **8.40 SUBCONTRACTING**

**8.40.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract

without the prior consent of the County may be deemed a material breach of this Contract.

**8.40.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

**8.40.3** The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

**8.40.4** The Contractor shall remain fully responsible for all performances required of it under this Contract including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

**8.40.5** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

**8.40.6** The County's Contract Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

**8.40.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

**8.40.8** The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of

insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Contracts Section  
County of Los Angeles  
Treasurer and Tax Collector  
500 West Temple Street, Room 464  
Los Angeles, California 90012

Before any Subcontractor employee may perform any work hereunder.

**8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 8.14, Contractor's Warranty of Adherence to the County's Child Support Compliance Program, or if Contractor is located or has its principal place of business outside the state of California, compliance to the Child Support Program in the state where it is domiciled or has its principal place of business shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subparagraph 8.43, Termination for Default, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.42 TERMINATION FOR CONVENIENCE**

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

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

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

**8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Subparagraph 8.38, Record Retention and Inspection/Audit Settlement.

### **8.43 TERMINATION FOR DEFAULT**

**8.43.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract if in the judgment of the County's Contract Administrator:

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

**8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this subparagraph.

**8.43.3** Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform

this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

**8.43.4** If after the County has given notice of termination under the provisions of this Subparagraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Subparagraph 8.43, or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.42, Termination for Convenience.

**8.43.5** The rights and remedies of the County provided in this Subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

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

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

**8.44.2** The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County A-C's Employee Fraud Hotline at (800) 544-6861.

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

#### **8.45 TERMINATION FOR INSOLVENCY**

**8.45.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 calendar days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

**8.45.2** The rights and remedies of the County provided in this Subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor and each County Lobbyist or County Lobbying firm as defined in the County Code Section 2.160.010 retained by the Contractor shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

**8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

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

**8.48 EFFECT OF TERMINATION**

**8.48.1** In the event County terminates this Contract in whole or in part as provided hereunder or upon the expiration of the Contract, as applicable, then, unless otherwise specified by the County in writing (a) Contractor shall continue the performance of this Contract to the extent not terminated. (b) Contractor shall cease to perform the Services being terminated on the date and to the extent specified in such notice and provide to the County all completed Services and Services in progress, in a media reasonably requested by the County. (c) The County will pay to the Contractor all sums due and payable to Contractor for Services properly performed through the Effective Date of such expiration or termination (prorated as appropriate). (d) Contractor shall return to the County all monies paid by the County, yet unearned by the Contractor, including any prepaid fees if applicable. (e) Contractor shall promptly return to the County any and all of the County's Confidential Information that relates to the portion of the Contract or Services terminated

by the County, including all County Data, in a media reasonably requested by the County.

**8.48.2** Expiration or termination of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

**8.48.3** Contractor understands and agrees that County has obligations that it cannot satisfy without use of the Services provided to the County hereunder or equivalent Services, and that a failure to satisfy such obligations could result in irreparable damage to the County and the entities it serves. Therefore, Contractor agrees that in the event of any expiration or termination of this Contract, Contractor shall fully cooperate with the County in the transition of the County to a new service provider and/or internally, toward the end that there be no interruption of County's day-to-day operations due to the unavailability of the Services during such transition.

**8.48.4** For 90 days prior to the expiration date of this Contract, or upon notice of termination of this Contract (Transition Period), Contractor shall assist the County in extracting and/or transitioning all County Data in the format determined by the County. The Transition Period may be modified as agreed upon in writing by the parties in a Change Order. In addition, upon the expiration or termination of this Contract, the County may require Contractor to provide services in the form of Additional Work to assist County to transition the Services from Contractor to County or County's designated third party (Transition Services). Upon County's request for Transition Services, the 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 Contract for any breach by the Contractor, Contractor shall perform Transition Services at no cost to the County. Contractor shall provide the County with all of the Transition Services as provided in this Subparagraph 8.48.4. The duty of Contractor to provide such Transition Services shall be conditioned on the County continuing to comply with its obligations under the Contract, 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 Contract by the County, other than a failure by the County to timely pay the amounts due and payable hereunder. The County shall have the right to seek specific performance of this Subparagraph 8.48.4 in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Subparagraph 8.48.4 by either party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

**8.48.5** Contractor shall promptly return to the County any and all County Confidential Information, including County Data that relate to that portion of the Contract and Services terminated by the County.

#### **8.49 VALIDITY**

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

#### **8.50 USE OF COUNTY SEAL AND/OR TTC LOGOS**

The County claims right, title, and interest in and to certain intellectual property including, but not limited to, the current and former County Seals and TTC logos (collectively, County Seals). Except as expressly authorized herein, the Contractor shall not reproduce, copy, distribute, republish, download, display, post, transmit, or make any other use of any kind whatsoever of the County Seals, in any format or by any means whatsoever. At no time shall the Contractor in any manner (i) modify the County Seals, or (ii) create derivative works of the County Seals. The Contractor shall not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the County Seals, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted sublicense, transfer, assignment, or delegation without such consent shall be null and void.

#### **8.51 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time

to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.52 WARRANTY AGAINST CONTINGENT FEES**

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

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

## **8.53 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the 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 the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the Term of this Contract will maintain compliance, with the County Code Chapter 2.206.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 8.52, Warranty of Compliance with the County's Defaulted Property Tax Reduction Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure

such default within ten days of notice shall be grounds upon which the County may terminate this Contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

## **8.55 TIME OFF FOR VOTING**

The 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 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.

## **8.56 LICENSE**

**8.56.1 License Grant.** Subject to the terms and conditions of this Contract, Contractor grants to the County perpetual, fully-paid, worldwide, non-exclusive license to use the Web Portal and Documentation for County's business purposes and activities (License) as part of the Services. For the purposes of this Subparagraph 8.56.1, License Grant, the term "use" as it applies to Web Portal means to copy, install, access, execute, operate, distribute, archive and run unlimited copies of the Web Portal, and by an unlimited number of users for installation, test, development, production, support, archival, emergency restart, and disaster recovery purposes.

**8.56.2 License Restrictions.** The Web Portal shall not in any way be disassembled, decompiled or reverse engineered, nor shall any attempt to do same be undertaken or knowingly permitted by the County, except to the extent permitted by applicable law or authorized by Contractor. The County shall not remove, modify, or obscure any copyright, trademark or other proprietary rights notice that appear on, or during the use of, the Web Portal.

## **8.57 WORK PRODUCT AND BACKGROUND INTELLECTUAL PROPERTY**

**8.57.1 Ownership of County Data.** All County Data provided or made accessible by the County to the Contractor is and shall remain the property of the County. Upon termination or expiration of the Contract for any reason, or upon County's

written request at any time, the Contractor shall provide the County, at no additional cost and no later than 15 calendar days after the termination, expiration or the County's request, any County Data (including any County Data or information stored as part of the Web Portal) or other proprietary data belonging to the County stored within any systems used to provide the Services. Such data will be provided to the County on an external media drive in a platform-agnostic format or in any specific format reasonably requested by the County. At the County's option, the Contractor shall destroy all originals and copies of all such data and other related information or documents.

#### **8.58 DATA DESTRUCTION**

The Contractor(s) and vendor(s) that have maintained, processed, or stored the County's data and/or information, implied or expressed have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization.

Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten days, a signed document from the Contractor(s) and vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

The Contractor or vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices including, but not limited to, printers, hard drives, servers, and/or workstations are destroyed consistent with the current NIST Special Publication SP-800-88, Guidelines for Media Sanitization. The Contractor or vendor shall provide the County with a written certification within ten days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

## **8.59 COMMUNICATION SYSTEMS AND ACCESS TO INFORMATION**

During the Contract Term, Contractor will receive access to the various TTC applications, tax databases, imaging systems and County's software, computers, equipment, and electronic communications systems (collectively, County systems) including, but not limited to, voicemail, e-mail, customer databases, and internet and intranet systems. Such County systems are intended for legitimate business use related to County's business. Contractor acknowledges that Contractor does not have any expectation of privacy as between Contractor and County in the use of or access to County systems and that all communications made with such County systems or equipment by or on behalf of the Contractor are subject to County's scrutiny, use, and disclosure, in County's discretion. The County reserves the right, for business purposes and activities, to monitor, review, audit, intercept, access, archive, and/or disclose materials sent over, received by or from, or stored in any of its electronic County systems. This includes, without limitation, e-mail communications sent by users across the internet and intranet from and to any domain name owned or operated by the County. This also includes, without limitation, any electronic communication system that has been used to access any of the County systems. Contractor further agrees that Contractor will use all appropriate security, such as, for example, encryption and passwords (Contractor must provide passwords and keys to the County), to protect County Confidential Information from unauthorized disclosure (internally or externally) and that the use of such security does not give rise to any privacy rights in the communication as between the Contractor and County. The County reserves the right to override any security passwords to obtain access to voicemail, e-mail, computer (and software or other applications) and/or computer disks on County systems. Contractor also acknowledges that the County reserves the right, for any business purposes and activities, to search all work areas (e.g., offices, cubicles, desks, drawers, cabinets, computers, computer disks, and files) and all personal items brought onto County property or used to access County Confidential Information or County systems.

## **8.60 TIME IS OF THE ESSENCE**

Time is of the essence with regard to Contractor's performance of the Services.

#### **8.61 NO OFFSHORE WORK**

All Services shall be performed and rendered within the continental United States. In particular, Contractor warrants that it will not transmit or make available any County Confidential Information, County's intellectual property, or any County property to any entity or individual outside the continental United States.

#### **8.62 COUNTERPARTS**

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Contract.

#### **8.63 SEVERABILITY**

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

#### **8.64 CONTRACT DRAFTED BY ALL PARTIES**

This Contract is the result of arm's length negotiations between the parties. Consequently, each party has had the opportunity to receive advice from independent counsel of its own choosing. This Contract shall be construed to have been drafted by all parties such that any ambiguities in this Contract shall not be construed against either party.

#### **8.65 NO THIRD PARTY BENEFICIARIES**

Notwithstanding any other provision of this Contract, the 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 Contract, except that this provision shall not be construed to diminish the Contractor's indemnification obligations hereunder.

#### **8.66 GREEN INITIATIVES**

The Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. The Contractor shall notify County's Contract Manager of Contractor's new green initiatives prior to the Contract commencement.

## **8.67 SURVIVAL**

In addition to any provisions of this Contract which specifically state that they will survive the termination or expiration of this Contract and any rights and obligations under this Contract which by their nature should survive, the following Paragraphs and Subparagraphs shall survive any termination or expiration of this Contract:

- Paragraph 5.6 (No Payment for Services Provided Following Expiration/Termination of Contract)
- Paragraph 7.8 (Confidentiality)
- Paragraph 8.6 (Compliance with Applicable Law)
- Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)
- Paragraph 8.23 (Indemnification)
- Paragraph 8.24 (General Provisions for All Insurance Coverage)
- Paragraph 8.25 (Insurance Coverage)
- Paragraph 8.31 (Dispute Resolution Procedure)
- Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)
- Paragraph 8.48 (Effect of Termination)
- Paragraph 8.56 (License)
- Paragraph 8.65 (No Third Party Beneficiaries)
- Paragraph 8.67 (Survival)

## **8.68 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

**8.68.1** Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

**8.68.2** Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent

access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

**8.68.3** Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

## **9.0 UNIQUE TERMS AND CONDITIONS (each if applicable)**

### **9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

9.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local SBE Preference Program, as codified in Chapter 2.204 of the County Code.

9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local SBE.

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

9.1.4 If the Contractor has obtained certification as a Local SBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which

knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

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

The above penalties shall also apply to any business that has previously obtained proper certification; however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department (ISD) of this information prior to responding to a solicitation or accepting a Contract Award.

## **9.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the County Code.
- 9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

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

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

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

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

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the County Code.

9.3.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

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

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

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

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

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Mayor of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: ( \_\_\_\_\_ Name \_\_\_\_\_ )

By \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Mayor, Board of Supervisors

ATTEST:

PATRICK OGAWA  
Acting Executive Officer  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

MARY C. WICKHAM  
Interim County Counsel

By \_\_\_\_\_  
Deputy County Counsel

**STANDARD EXHIBITS**

- A STATEMENT OF WORK (NOT ATTACHED TO SAMPLE)
- B PRICING SCHEDULE (NOT ATTACHED TO SAMPLE)
- C TECHNICAL EXHIBITS (NOT ATTACHED TO SAMPLE)
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW
- J DEFAULTED PROPTERTY TAX PROGRAM

***STATEMENT OF WORK***

***NOT ATTACHED TO SAMPLE***

***PRICING SCHEDULE***

***NOT ATTACHED TO SAMPLE***

***TECHNICAL EXHIBITS***

***NOT ATTACHED TO SAMPLE***

***CONTRACTOR'S EEO CERTIFICATION***

***NOT ATTACHED TO SAMPLE***

## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

### COUNTY CONTRACT ADMINISTRATOR:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### COUNTY CONTRACT MANAGER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### COUNTY CONTRACT MONITOR:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

## CONTRACTOR'S ADMINISTRATION

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

**CONTRACT NO:** \_\_\_\_\_

**CONTRACTOR'S CONTRACT ADMINISTRATOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S CONTRACT  
MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email Address: \_\_\_\_\_

**ALTERNATE CONTRACTOR'S  
CONTRACT MANAGER:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR'S FINANCIAL MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

## CONTRACTOR'S ADMINISTRATION

Notices to Contractor shall be sent to the following:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**OR**

G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT

G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_

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

PRINTED NAME: \_\_\_\_\_

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

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

SIGNATURE: \_\_\_\_\_

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

PRINTED NAME: \_\_\_\_\_

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

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

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

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

SIGNATURE: \_\_\_\_\_

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

PRINTED NAME: \_\_\_\_\_

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

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.

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- 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)

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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)

## SAFELY SURRENDERED BABY LAW

# *Safely* Surrendered



No shame. No blame. No names.

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

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



# Safely Surrendered Baby Law

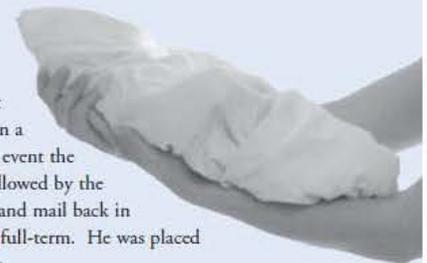
## What is the Safely Surrendered Baby Law?

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

*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](http://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 Ángeles. 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 Ángeles 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.



Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

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

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

**2.206.030 Applicability.**

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

**2.206.040 Required solicitation and contract language.**

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

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

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C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

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

**2.206.060 Exclusions/Exemptions.**

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

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

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

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**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

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

**APPENDIX D**

**REQUIRED FORMS**

# **APPENDIX D TABLE OF CONTENTS REQUIRED FORMS**

## **EXHIBITS**

### **BUSINESS FORMS**

- 1A PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT
- 1B PROJECT STAFF BACKGROUND
- 2 PROSPECTIVE CONTRACTOR REFERENCES
- 3 PROSPECTIVE CONTRACTOR LIST OF CONTRACTS
- 4 PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS
- 5 CERTIFICATION OF NO CONFLICT OF INTEREST
- 6 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERT
- 7 REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
- 8 PROPOSER'S EEO CERTIFICATION
- 9 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
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### **COST FORMS**

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

- 13 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

### **DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

### **DISABLED VETERANS BUSINESS ENTERPRISE PREFERENCE PROGRAM**

- 15 REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM CONSIDERATION

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

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

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

_____	_____	_____
Name	State	Year Inc.

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

\_\_\_\_\_

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

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

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

Name of parent firm: \_\_\_\_\_

State of incorporation or registration of parent firm: \_\_\_\_\_

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

Name	Year of Name Change
_____	_____
_____	_____

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

\_\_\_\_\_  
\_\_\_\_\_

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 3.0 – Proposer’s Minimum Mandatory Qualifications, of this Request for Proposal, as listed below.

Check the appropriate boxes:

- Yes**  **No** 3.1 Proposer must have seven (7) years’ experience, within the last seven (7) years, as a sole proprietor, corporation, or other entity providing lockbox remittance processing services equivalent or similar to the services identified in Appendix A, SOW with the capacity to process over 3 million remittances annually with a daily remittance up to 140,000 during peak period processing.
- Yes**  **No** 3.2 Proposer must have the capability to process lockbox remittance(s) within the same day received.
- Yes**  **No** 3.3 Proposer must have the technology and processes to send securely electronic deposit files to multiple banks, provide daily upload files of remittance data including payment files to the TTC’s servers and data warehouse, and provide a secure Web Portal for same-day detailed payment and remittance information access by Contractor and TTC staff.
- Yes**  **No** 3.4 Proposer must have a lockbox remittance processing facility for this Contract located in the County, in which, at a minimum, all scanning and imaging of remittances shall occur. However, Contractor may utilize its processing centers outside of the County during peak season to perform lockbox processing requirements, except for scanning and imaging, to meet processing timeframes, or during disaster recovery processing.
- Yes**  **No** 3.5 Proposer’s proposed Contract Manager and Alternate Contract Manager must each have a minimum of five years of documented experience in providing the required services equivalent or similar to the services identified in Appendix A, SOW, either with the Proposer or with another firm.
- Yes**  **No** 3.6 Upon Contract Award, Proposer must utilize a P.O. Box(es) located within the County to receive all mail remittances required under this Contract.
- Yes**  **No** 3.7 If a Proposer is subject to the Community Reinvestment Act, a rating of “Satisfactory” or above at the time of Proposal Submission is required.
- Yes**  **No** 3.8 Proposer must comply with the RFP format and other requirements set forth in Paragraph 7.0, Proposal Submission Requirements, of this RFP when submitting its Proposal. Proposer must submit all completed forms required in Appendix D, Required Forms.
- Yes**  **No** 3.9 Proposer must send one or more representatives of the firm to the Mandatory Proposers’ Conference.

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

Proposer's Name:

---

Address:

---

---

E-mail address: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

On behalf of \_\_\_\_\_ (Proposer's name), I \_\_\_\_\_

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

---

Signature

---

Internal Revenue Service  
Employer Identification Number

---

Title

---

California Business License Number

---

Date

---

County WebVen Number

## REQUIRED FORMS – EXHIBIT 1B

### PROJECT STAFF BACKGROUND

(Complete and attach staff resume)

NAME OF PROPOSER \_\_\_\_\_

1. Individual's Name: \_\_\_\_\_

2. Position/Title with Proposer: \_\_\_\_\_

3. Current Employment Status with Proposer:  Full Time  Part Time  Contract  
 Permanent  Temporary  Other (Specify): \_\_\_\_\_

4. Length of Service with Proposer: Year(s) Month(s) Start Date: \_\_\_\_\_

5. Individual's proposed position on this project: \_\_\_\_\_

6. Percent (%) of time to be allocated to the proposed project: \_\_\_\_\_

7. Worksite where individual will be located during the term of the proposed project: \_\_\_\_\_

8. Name and Title of person who this individual will report to: \_\_\_\_\_

9. How many projects for similar services to those requested in this RFP has this individual managed: \_\_\_\_\_

10. How much experience does this individual have with projects and services similar to those requested in this RFP: Year(s) Month(s) \_\_\_\_\_

Describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## REQUIRED FORMS - EXHIBIT 2 PROSPECTIVE CONTRACTOR REFERENCES

**Contractor's Name:** \_\_\_\_\_

List three references as required in the RFP, Subparagraph 7.7.8, Proposer's Qualifications, Subparagraph B, Proposer's References, where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation.

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

## REQUIRED FORMS - EXHIBIT 3 PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

**Contractor's Name:** \_\_\_\_\_

List all public entities for which the Contractor has provided service within the last three years as required in the RFP, Subparagraph 7.7.8, Proposer's Qualifications, Subparagraph B, Proposer's References. Use additional sheets if necessary.

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

## REQUIRED FORMS - EXHIBIT 4 PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

**Contractor's Name:** \_\_\_\_\_

List all contracts that have been terminated within the past three years as required in the RFP, Subparagraph 7.7.8, Proposer's Qualifications, Subparagraph B, Proposer's References.

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

## **REQUIRED FORMS - EXHIBIT 5 CERTIFICATION OF NO CONFLICT OF INTEREST**

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

### **CONTRACTS PROHIBITED**

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

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

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

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Proposer Name

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Proposer Official Title

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Official's Signature

Cert. of No Conflict of Interest

**REQUIRED FORMS - EXHIBIT 6**  
**FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION**

The Proposer certifies that:

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

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

# REQUIRED FORMS - EXHIBIT 7

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

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

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

**FIRM NAME:** \_\_\_\_\_  
**COUNTY VENDOR NUMBER:** \_\_\_\_\_

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

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

**Business Structure:**  Sole Proprietorship  Partnership  Corporation  Non-Profit  Franchise  
 Other (Please Specify) \_\_\_\_\_

**Total Number of Employees** (including owners): \_\_\_\_\_

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

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

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

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

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

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

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

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

Print Authorized Name	Authorized Signature	Title	Date
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**REQUIRED FORMS - EXHIBIT 8  
PROPOSER'S EEO CERTIFICATION**

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

**GENERAL**

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

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

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Signature

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Date

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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](mailto:GAINGROW@dpss.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 PRICING SCHEDULE

*(Reference Section 2.8, Cost Proposal Format, of this RFP, for an explanation and description of fees below.)*

<b>Service</b>	<b>Rate*</b>	<b>Frequency</b>
<b>Lockbox Remittance Processing</b>	\$ _____	<b>Per Item</b>

\*Rate: Rate for Lockbox Remittance Processing as outlined in the Statement of Work. Rate must include check processing or other bank related service fees.

<b>Service</b>	<b>Rate</b>	<b>Frequency</b>
<b>Correspondence Handling</b>	\$ _____	<b>Per Mail Out Letter</b>
<b>Postage</b>	<b>(Actual Cost)</b>	<b>Per Month</b>

<b>Service</b>	<b>Rate</b>	<b>Frequency</b>
<b>Administration Fee</b>	\$ _____	<b>Per Month</b>
<b>Total Post Office Box(es) Fee</b>	\$ _____	<b>Per Month</b>
<b>Setup Fee</b> (including implementation programming fees)	\$ _____	<b>One-time</b>
<b>Programming Fee</b> (for customized reports)	\$ _____	<b>Per Hour</b>
<b>County Delivery Fee</b> (if applicable)	\$ _____	<b>Per Round Trip</b>
<b>Additional Charges:</b>		

**REQUIRED FORMS - EXHIBIT 12  
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 the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Print Name of Signer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REQUIRED FORMS - EXHIBIT 13  
TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION**

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

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

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

**REVIEWED BY COUNTY:**

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

**REQUIRED FORMS EXHIBIT 14  
CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

**- OR -**

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

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

Print Name:	Title:
Signature:	Date:

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

## REQUIRED FORMS EXHIBIT 15 REQUEST FOR DVBE PREFERENCE PROGRAM CONSIDERATION

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

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

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

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

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

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

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

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

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

## 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.)*

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Request submitted by:

\_\_\_\_\_

*(Name)*

\_\_\_\_\_

*(Title)*

***For County use only***

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

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

Results of Review - Comments:

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

## **COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

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

### **WE RECOGNIZE. . . .**

#### **The importance of small business to the County. . .**

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

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

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

### **WE THEREFORE SHALL:**

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

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

**2.203.030 Applicability.**

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

**2.203.040 Contractor Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

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

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

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

**2.203.090. Severability.**

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

## LISTING OF CONTRACTORS DEBARRED IN COUNTY OF LOS ANGELES

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

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

## IRS NOTICE 1015



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2014)

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

#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

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

**Note.** You are encouraged to notify each employee whose wages for 2014 are less than \$52,427 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2015.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

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

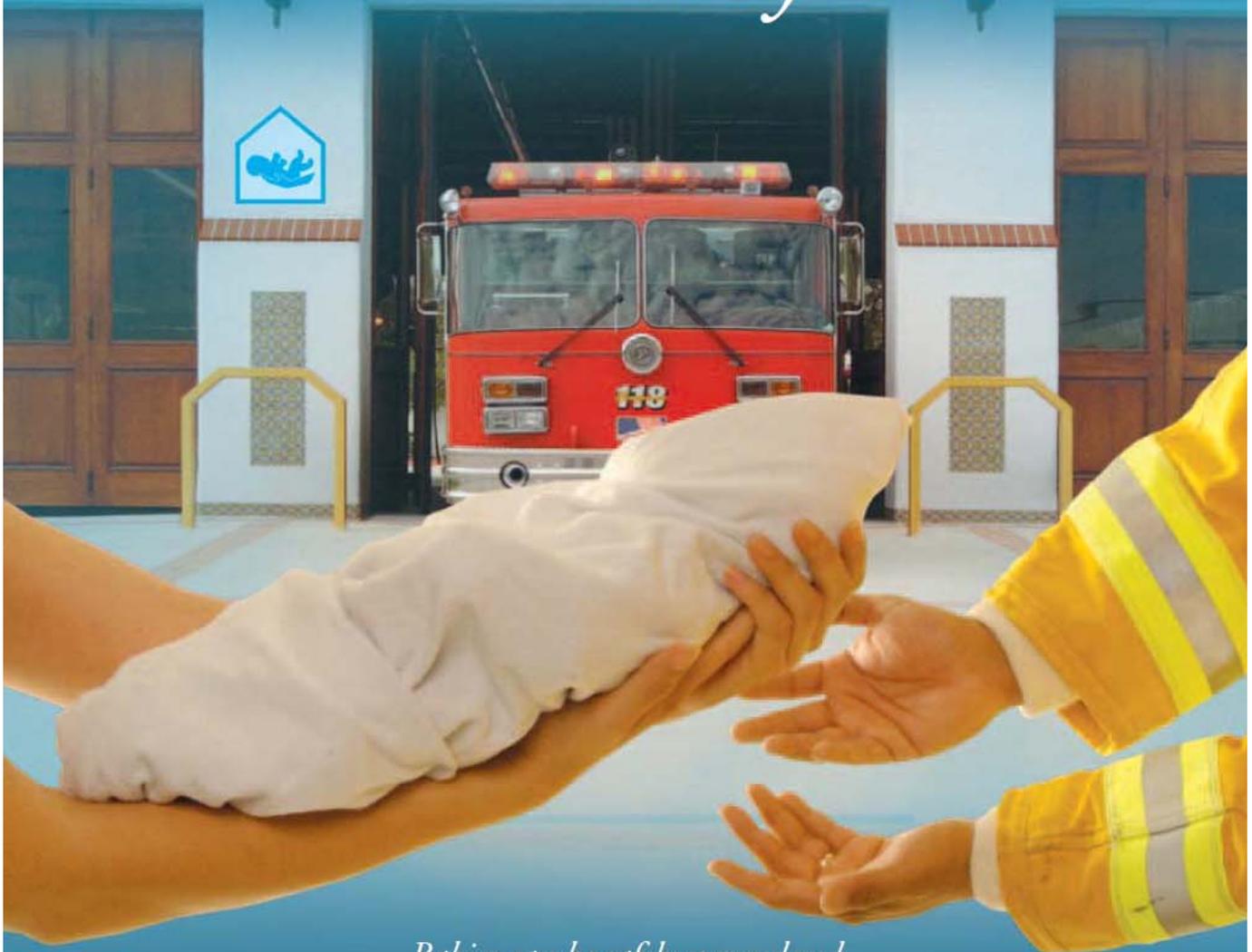
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

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

Eligible employees claim the EIC on their 2014 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2014 and owes no tax but is eligible for a credit of \$800, he or she must file a 2014 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2014)  
Cat. No. 205901

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



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

*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?

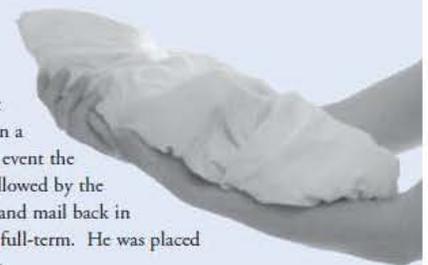
The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

### 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](http://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.



Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

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

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

**2.206.030 Applicability.**

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

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Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

**2.206.040 Required solicitation and contract language.**

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

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

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
    - 1. Chief Executive Office delegated authority agreements under \$50,000;
    - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
    - 3. A purchase made through a state or federal contract;
    - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
    - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
    - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
    - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
    - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
    - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
    - 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
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11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
  1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

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

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