



KEITH KNOX
TREASURER AND TAX COLLECTOR

COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

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KATHRYN BARGER
Fifth District

March 30, 2021

SENT VIA EMAIL

Dear Interested Party:

REQUEST FOR PROPOSALS FOR THE PROVISION OF CLASS ACTION FILING SERVICES

The County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for the provision of Class Action Filing Services.

You may download the RFP from the Internet by accessing the County's website at <https://camisvr.co.la.ca.us/lacobids/>, selecting "Open Solicitations," and then searching by the solicitation title of **Class Action Filing Services**. You may also download the RFP by accessing the TTC's website <https://ttc.lacounty.gov/contract-opportunities/>. Potential Proposers are responsible for downloading and reviewing 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. Potential Proposers that meet the minimum requirements identified in Paragraph 3.0, Proposer's Minimum Mandatory Qualifications, are invited to submit a proposal to provide the services described in Appendix A, Statement of Work. Potential Proposers should carefully review the RFP and ensure their proposal complies with all RFP requirements.

Pursuant to Subparagraph 7.8.10, Proposers must list all of their exceptions in their proposal submission. Proposers may not take exception to the Standard Terms and Conditions in their entirety and replace the County's Standard Terms and Conditions with the Proposer's. The TTC will consider such a proposal to be non-responsive.

The TTC will recommend approval of the contract to the most responsive and responsible Proposer. In general, the greater the number of exceptions to the terms and conditions the Proposer lists, and the more substantive the exceptions are, the less responsive the proposal will be deemed. Thus, a Proposer that lists a large number of exceptions in quantity or quality will be scored accordingly. This practice reflects the fact that a Proposer that is able to accept the Standard Terms and Conditions as is, without any exception, is more responsive to the RFP than a Proposer that takes a number of exceptions to the Standard Terms and Conditions.

Interested Party
March 30, 2021
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During the negotiations process, the TTC limits the exceptions that can be negotiated to the exceptions listed in the proposal itself. The TTC would compromise the integrity of the RFP process if it were to negotiate an exception that the Proposer did not list in its proposal. If the Proposer had listed the exception in the proposal, the Proposer's score would likely have been less than originally calculated, thereby having a potential impact to the ranking of all proposals.

Proposals must be prepared in accordance with Paragraph 7.0, Proposal Submission Requirements. **Proposals are due no later than 5:00 p.m. Pacific Time on Tuesday, May 4, 2021**, and shall be delivered in accordance with Subparagraph 7.11 to: contracts@ttc.lacounty.gov in addition to **TTC, Contracts Section, 500 West Temple Street, Room 437, 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,

A handwritten signature in dark ink, appearing to read 'K. Knox', is written over a faint yellow rectangular background.

KEITH KNOX
Treasurer and Tax Collector

KK:NK:EVT:MY:lac



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

REQUEST FOR PROPOSALS

**FOR THE PROVISION OF
CLASS ACTION FILING SERVICES**

TTC RFP 2021-02 CAFS

March 2021

**Prepared By
County of Los Angeles**

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- B1 Statement of Work Attachments:** Attachments which accompany the Statement of Work.
- B2 Statement of Work and Contract Exhibits:** Identifies Contractor's performance requirements and information security 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 Request for Proposals (RFP) Transmittal 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 Determinations of Contractor Non-Responsibility and Contractor Debarment:** County Code
- L Defaulted Property Tax Reduction Program:** County Code

1.0 INTRODUCTION

The County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) to solicit proposals for a Contract with a firm that can provide Class Action Filing Services to the County's two large defined contribution plans.

The County's 457(b) Deferred Compensation and Thrift Plan, also known as the Horizons Plan, was established in 1991. The Horizons Plan is subject to Section 457 of the Internal Revenue Code of 1986, as amended, and other applicable laws and regulations. On a voluntary basis, the Horizons Plan is available to all full-time permanent County employees with a dollar-for-dollar match up to 4% of regular earnings with immediate 100% vesting.

The County's 401(k) Savings Plan, also known as the Savings Plan, was established in 1984. The Savings Plan is subject to Section 401(k) of the Internal Revenue Code and complies with the Internal Revenue Code of 1986, as amended, and other applicable laws and regulations. On a voluntary basis, the Savings Plan is open to only full-time permanent County employees who are not represented by a County employee organization and who are not Physicians, Deputy District Attorneys I-IV, or Deputy Public Defenders I-IV with a dollar-for-dollar match up to 4% of regular earnings with a five-year vesting schedule.

The TTC represents the County as a Sponsor of the Horizons Plan and the Savings Plan (collectively referred to as Plans). The Horizons Plan Administrative Committee and the Savings Plan Administrative Committee (collectively referred to as PAC), oversee and administer the respective Plans.

Plan Investments

This RFP requires Proposers to submit a proposal to provide class action filing services for the Horizons and/or the Savings Plans' separately managed Accounts for historical transactions custodied by the Bank of New York Mellon from January 1, 1997, through January 31, 2017. Should the current Custodian contracts be terminated, the Proposer may also need to provide optional class action filing services for transactions custodied by the current Custodian from February 1, 2017 to the Custodian termination date. The current investments in the Horizons and Savings Plans within white-labelled and custom target date funds include separately managed Accounts in small cap equity, mid cap equity, large cap equity, non-U.S. equity, bond, and equity alternatives. Previous funds with separately managed Accounts include but are not limited to stable value funds. Fund balances for the Plans in separately managed Accounts as of January 31, 2017 and December 31, 2020 were:

Investment Assets in Separately Managed Accounts

	Amount as of 1/31/2017	Amount as of 12/31/2020
<u>Horizons Plan:</u>		
Non-US Equity	272,000,000	487,000,000
Small Cap Equity	757,000,000	558,000,000
Mid Cap Equity	1,074,000,000	1,283,000,000
Bond	162,000,000	334,000,000
Equity Alternative	<u>0</u>	<u>315,000,000</u>
TOTAL IN HORIZONS PLAN	<u>\$2,265,000,000</u>	<u>\$2,977,000,000</u>
<u>Savings Plan:</u>		
Non-US Equity	138,000,000	241,000,000
Small Cap Equity	297,000,000	241,000,000
Large Cap Equity	399,000,000	511,000,000
Bond	46,000,000	90,000,000
Equity Alternative	<u>0</u>	<u>68,000,000</u>
TOTAL IN SAVINGS PLAN	<u>\$880,000,000</u>	<u>\$1,151,000,000</u>

2.0 PURPOSE/AGREEMENT FOR CLASS ACTION FILING SERVICES

The purpose of this solicitation is to contract with the firm best qualified to provide the services described in Appendix A, Statement of Work (SOW); Appendix B1, SOW Attachments; and Appendix B2, SOW and Contract Exhibits, of this RFP.

Proposers are invited to submit class action filing services proposals for the Horizons Plan and/or the Savings Plan as detailed in Appendix A, SOW; Appendix B1, SOW Attachments; and Appendix B2, SOW and Contract Exhibits, of this RFP. **If one Proposer is selected to provide class action filing services for both Plans, the Proposer shall be awarded two separate contracts for each Plan.**

2.1 Statement of Work

The County expects the Contractor to accomplish all service requirements and deliverables set forth in Appendix A, SOW; Appendix B1, SOW Attachments; and Appendix B2, SOW and Contract Exhibits, of this RFP.

2.2 Sample Contract: County's Terms and Conditions

The County expects the Contractor to execute and implement the Sample Contract as set forth in Appendix C of this RFP.

2.2.1 Anticipated Contract Term

The initial Contract Term is anticipated to be for a period of three years commencing upon the Contract Effective Date as set forth in the Contract. Thereafter, unless the Contractor is notified by the PAC prior to any extension, the Contract shall automatically renew for up to two additional one-year extension options, and month-to-month extensions thereafter as needed until a new contract is signed, unless the Contract is sooner terminated by the PAC. Each such extension option may be exercised at the sole discretion of the PAC.

2.2.2 Contract Rates

The Contractor's rates shall remain firm and fixed for the Contract Term, as indicated in Appendix D, Required Forms, Exhibit 11, Pricing Schedules.

2.2.3 Days of Operation

The Contractor shall provide class action filing services in the manner and form described in Appendix C, Sample Contract and in Appendix A, SOW. The Contractor is not required to provide services on County recognized holidays and may request to obtain a list of the County Observed holidays at the time the Contract is approved, and annually from the PAC's Contract Manager. The Contractor shall provide services on the days and during the hours indicated in Appendix A, SOW. Services that require access to County facilities may only be performed Monday through Friday, 8:00 a.m. to 5:00 p.m. Pacific Time (PT) excluding County Observed Holidays, unless otherwise specified in the Contract, or as requested by the County.

2.2.4 Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions contained in Appendix C, Sample Contract, Subparagraph 8.24. 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 8.25 and 8.26.

2.3 Terms and Definitions

All capitalized terms and definitions shall have the meaning set forth in Appendix C, Sample Contract, Paragraph 2.0, Definitions, or as provided in context.

3.0 PROPOSER'S MINIMUM MANDATORY QUALIFICATIONS

The PAC invites interested and qualified Proposers that meet the Minimum Mandatory Qualifications below and can demonstrate their ability to successfully provide the required services outlined in Appendix A, SOW, and Appendix C, Sample Contract, of this RFP, to submit a proposal.

- 3.1** Proposer must have been in business for a minimum of seven years providing class action filing services equivalent or similar to the Services identified in Appendix A, SOW. Proposer must provide a written detailed description demonstrating its seven years of experience to fulfill this requirement and submit this documentation with its Proposal Submission under Proposer's Background and Experience (Section B.1).
- 3.2** Proposer's proposed Contract Manager and Alternate Contract Manager must have a minimum of three years of documented related experience (e.g., professional license, certificate of completion, degree, resume) in providing the required services equivalent or similar to the Services identified in Appendix A, SOW, either with the Proposer or with another firm. Proposer must provide a written detailed description and/or resume demonstrating its proposed Contract Manager and Alternate Contract Manager's three years of experience to fulfill this requirement and submit this documentation with its Proposal Submission under Proposer's Background and Experience (Section B.1).
- 3.3** Proposer must certify that it is or has an administrative business office and a facility within the United States of America or the District of Columbia to provide the required services as detailed in Appendix A, SOW. The Proposer must provide the address of its business office in its Proposal.
- 3.4** If Proposer's compliance with a County contract has been reviewed by the County's Department of the Auditor-Controller within the last ten years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

4.0 PAC'S RIGHTS AND RESPONSIBILITIES

4.1 Representations Made Prior to Contract Execution

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

4.2 Final Contract Award by the PAC

Notwithstanding a recommendation of a Department, agency, individual, or other reviewing body, the PAC 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 Plans.

Acceptance or recommendation of a Proposal does not constitute formation of a contract. A contract can be created only by formal approval by the PAC and executed according to law.

4.3 PAC's Option to Reject Proposals

Proposers are hereby advised that this RFP is a solicitation for Proposals only and is not intended, and is not to be construed as, an offer or commitment to award or 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 TTC/PAC may, at its sole discretion, reject any or all Proposals submitted in response to this RFP or may, in its sole discretion, decline to award a contract or enter into an agreement, and it may cancel the RFP in its entirety at any time prior to award of the Contract. The County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any Proposal. The TTC/PAC reserves the right to waive inconsequential disparities in a submitted Proposal.

4.4 PAC's Right to Amend Request for Proposals

The PAC/TTC has the right to amend the RFP by written addendum. The PAC/TTC 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 that the PAC/TTC records indicate has received this RFP. Should such addendum require additional information not previously requested or otherwise modify any submittal requirement in the RFP, 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 PAC/TTC. The PAC/TTC is not responsible for and shall not be bound by any statements or representations otherwise made by any individual or entity acting or purporting to act on its behalf.

4.5 Background and Security Investigations

All contractor personnel performing work under the Contract shall be required to undergo and pass, to the satisfaction of the PAC/TTC, a

background investigation as a condition of beginning and continuing work under the Contract.

Such background investigation shall be obtained through fingerprints submitted to the California Department of Justice to include state, local, and federal level review, which include, but may not be limited to, criminal conviction information. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion, perjury, convictions involving a controlled substance, convictions involving stolen property, any felony conviction, a misdemeanor conviction involving moral turpitude, or any job-related misdemeanor conviction. 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.

4.6 PAC's Quality Assurance Plan

After Contract Award, the PAC or its agent will monitor the Contractor's performance under the Contract on a periodic basis. Such monitoring will include assessing Contractor's compliance with all terms and conditions in the Contract and performance standards identified in Appendix A, SOW. Contractor's deficiencies which the PAC or its agent determines are significant or continuing and that may jeopardize performance of the Contract may be reported to the PAC or its agent. The report will include improvement/corrective action measures taken by the PAC or its agent and Contractor. If improvement does not occur consistent with the corrective action measures, the PAC or its agent 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 PAC. Absent extraordinary circumstances, the recommended Proposer's Proposal will become a matter of public record when (1) contract negotiations are complete; (2) TTC receives a letter from the recommended Proposer's authorized officer that the negotiated Contract is the firm offer of the recommended Proposer; and (3) TTC 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 (Services Contract Solicitation Protest).

Notwithstanding the above, absent extraordinary circumstances, all Proposals will become a matter of public record when the TTC's proposer recommendation appears on the PAC 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/PAC 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/PAC 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/PAC 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/PAC/TTC Personnel

5.2.1 All contact regarding this solicitation or any matter relating thereto must be in writing and may be emailed, as follows:

County of Los Angeles
Department of Treasurer and Tax Collector, Contracts Section
500 West Temple Street, Room 437
Los Angeles, California 90012
Email Address: contracts@ttc.lacounty.gov
Fax Number: (213) 687-4857
Attn: Mischa Yuan

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

5.2.2 It is the sole responsibility of the Proposer to ensure the TTC receives Proposer's written correspondence. Proposer shall bear all risks associated with delays in delivery by any person, entity, or means, including email, facsimile, and U.S. Mail. Should Proposer submit written correspondence, which is subject to a submission deadline, Proposer shall confirm delivery prior to the stated deadline. The TTC will not extend a submission deadline due to delays in or failed delivery.

5.3 Mandatory Requirement to Register on County's WebVen

All Proposers must be registered in the County's WebVen by or before Proposal submission. 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 <https://camisvr.co.la.ca.us/webven/>.

Proposer shall provide proof of WebVen registration in its proposal, by listing its County WebVen Number on Appendix D, Required Forms, Exhibit 1A, Proposer's Organization Questionnaire/Affidavit and CBE Information.

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 PAC-approved services contract, as described in Subparagraph 5.4.3, Grounds for Review, of this RFP. 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 Subparagraphs below. It is the responsibility of the Proposer challenging the decision of the PAC to demonstrate that the PAC 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 PAC has no obligation to delay or otherwise postpone a Contract Award based on a Proposer protest. In all cases, the PAC reserves the right to make an award when it is determined to be in the best interest of the Plans to do so, regardless of a pending solicitation protest.

5.4.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a PAC-approved

services contract provided for under [Board Policy No. 5.055](#) (Services Contract Solicitation Protest) are limited to the following:

- Review of Solicitation Requirements (reference Subparagraph 7.3 in the Proposal Submission Requirements Paragraph)
- Review of a Disqualified Proposal (reference Subparagraph 8.3 in the Selection Process and Evaluation Criteria Paragraph)
- Review of Proposed Contractor Selection (reference Subparagraph 8.7 in the Selection Process and Evaluation Criteria Paragraph)

5.5 Injury and Illness Prevention Program

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

5.6 Confidentiality and Independent Contractor Status

Contractor shall be required to comply with the Confidentiality and Independent Contractor Status provisions contained in Appendix C, Sample Contract, Subparagraphs 7.11 and 8.23.

5.7 Conflict of Interest

No County employee or PAC member or alternate whose position in the County/PAC enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse, or economic dependent of such employees or PAC members or alternates, 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/PAC'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](#), Determinations of Contractor Non-Responsibility and Contractor Debarment, the County/PAC 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 and/or PAC contracts. The County's/PAC's review may take into consideration any information it obtains or that is brought to its attention and that it deems relevant, whether or not contained in a response to this RFP. 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/PAC may declare a Proposer to be non-responsible for purposes of this Contract if the County/PAC, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a Contract with the County/PAC or a nonprofit corporation created by the County/PAC; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a Contract with the County/PAC, any other public entity, or a nonprofit corporation created by the County/PAC, 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/PAC or any other public entity.
- 5.8.4** If there is evidence that a Proposer may not be responsible, the TTC/PAC may notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The TTC/PAC 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/PAC's recommendation.
- 5.8.5** If the Proposer presents evidence in rebuttal to the TTC/PAC, the TTC/PAC shall evaluate the merits of such evidence, and based on that evaluation, may make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.

- 5.8.6** These terms shall also apply to proposed Subcontractors of Proposers on County/PAC 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 Board of Supervisors may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other PAC/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/PAC may terminate any or all of the Proposer's existing contracts with the County/Plans, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County/Plans or a nonprofit corporation created by the County/Plans; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a Contract with the County/Plans, any other public entity, or a nonprofit corporation created by the County/Plans, 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/Plans or any other public entity.
- 5.9.2** If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the PAC 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 PAC shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 5.9.4** After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board 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 the County/Plan contracts.
- 5.9.9** Appendix H, Listing of Contractor's Debarred in Los Angeles County, 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 PAC/County

A Proposer shall immediately report any attempt by a County officer, employee, PAC member or alternate, 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 Supervisors 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 Appendix I ([Internal Revenue Service Notice No. 1015](#)).

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 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 that are unable or unwilling 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 8.41.

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, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Appendix J, Safely Surrendered Baby Law, of this solicitation document. Additional information is available at www.babysafela.org.

5.17 Jury Service Program

5.17.1 The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective contractors should carefully read Appendix G, Jury Service Ordinance, and Appendix C, Sample Contract, Subparagraph 8.9, Compliance with the County's Jury Service Program, 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.

5.17.2 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 deducts from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a contractor's full-time

California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

5.17.3 There are two ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury Service Program's definition of "Contractor." The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to contractors that have 1) ten or fewer employees; 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.

5.17.4 If a contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in Appendix D, Required Forms, Exhibit 10, County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception, 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 Intentionally Omitted

5.19 Notification to PAC of Pending Acquisitions/Mergers by Proposing Company

5.19.1 The proposer shall notify the PAC/TTC of any pending acquisitions/mergers of its company unless otherwise legally

prohibited from doing so. If the proposer is restricted from legally notifying the PAC/TTC of pending acquisitions/mergers, then it should notify the PAC/TTC of the actual acquisitions/mergers as soon as the law allows and provide to the PAC/TTC the legal framework that restricted it from notifying the PAC/TTC prior to the actual acquisitions/mergers. This information shall be provided by the proposer in Exhibit 1A, Proposer's Organization Questionnaire/Affidavit and CBE Information, of Appendix D, Required Forms. 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 PAC/TTC of changes to the information contained in Exhibit 1A, Proposer's Organization Questionnaire/Affidavit and CBE Information, during the pendency of this RFP by providing a revised Exhibit 1A, Proposer's Organization Questionnaire/Affidavit and CBE Information to the PAC/TTC upon the occurrence of any event giving rise to a change in its previously reported information.

5.20 Intentionally Omitted

5.21 Defaulted Property Tax Reduction Program

- 5.21.1** The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"), ([Los Angeles County Code, Chapter 2.206](#)). Prospective contractors should carefully read Appendix L, Defaulted Property Tax Reduction Program, and the pertinent provisions in Appendix C, Sample Contract, Subparagraphs 8.54 and 8.55, 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 Tax Program and shall maintain compliance during the term of any Contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Exhibit 13, Certification of Compliance with the County's Defaulted Property Tax Reduction Program, of 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-compliant Contractor ([Los Angeles County Code, Chapter 2.202](#)).

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

5.22 Time Off for Voting

5.22.1 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 10 days before every statewide election, every contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

5.23 Proposer's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking

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

Contractors are required to complete Exhibit 14, Zero Tolerance Policy on Human Trafficking Certification, of Appendix D, Required Forms, certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Appendix C, Sample Contract, Subparagraph 8.58, Compliance with County's Zero Tolerance Policy on Human Trafficking. Further, Contractors are required to comply with the requirements under said provision for the term of any Contract awarded pursuant to this solicitation.

5.24 Intentionally Omitted

5.25 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

5.25.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the PAC shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the PAC/TTC.

- 5.25.2** Upon contract award or at the request of the PAC/TTC, the Contractor shall submit a EFT request form with banking and vendor information, W-9 and any other information that the PAC/TTC determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.25.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.25.4** Upon Contract Award or at any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. The PAC/TTC, shall decide whether to approve exemption requests.

5.26 Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#), Employment Discrimination: Conviction History (Section 12952).

Contractors are required to complete Exhibit 15, Compliance with Fair Chance Employment Hiring Practices Certification, of Appendix D, Required Forms, certifying that they are in full compliance with Section 12952, as indicated in the Sample Contract. Further, Contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

5.27 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County/PAC contract.

5.28 Information Security and Privacy Requirements

Prospective Contractors should carefully read Appendix B2, SOW and Contract Exhibits, Exhibit 3, and the pertinent provisions in Subparagraph 9.5 (Information Security and Privacy Requirements) of Appendix C, Sample Contract, both of which are incorporated by reference into and made a part of this solicitation. The Information Security and Privacy Requirements applies to both Contractors and their Subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Information Security and Privacy Requirements and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to maintain compliance, or to timely cure defects, may be cause for Contract termination or initiation of debarment proceedings against the non-compliant Contractor ([Los Angeles County Code, Chapter 2.202](#)).

6.0 COUNTY'S PREFERENCE PROGRAMS

6.1 Overview of County's Preference Programs

- 6.1.1** The County has three preference programs: The Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.
- 6.1.2** The Preference Programs (LSBE, DVBE, and SE) requires that a business must complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in Subparagraphs 6.2, 6.4, and 6.5 of this solicitation.
- 6.1.3** In no case shall the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other County preference program to exceed 15% in response to any County solicitation.
- 6.1.4** Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.
- 6.1.5** The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

6.2 Local Small Business Enterprise (LSBE) Preference Program

6.2.1 The County will give LSBE preference during the solicitation process to businesses that meet the definition of a LSBE, consistent with [Chapter 2.204.030C.1 of the Los Angeles County Code](#). An LSBE is defined as a business:

- 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or
- 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs (DCBA) inclusion policy that:
 - a) has its principal place of business located in Los Angeles County, and
 - b) has revenues and employee sizes that meet the State's Department of General Services requirements.

The business must be certified by the DCBA as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.

6.2.2 To apply for certification as an LSBE, businesses should contact the DCBA at <https://dcba.lacounty.gov>

6.2.3 Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7, Request for Preference Program Consideration in Appendix D, Required Forms, and submit a letter of certification from the DCBA with their proposal.

6.2.4 Information about the State's small business enterprise certification regulations is in the [California Code of Regulations, Title 2, Subchapter 8, Section 1896](#) et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>.

6.3 Local Small Business Enterprise (LSBE) Prompt Payment Program

It is the intent of the County that Certified LSBEs 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 Social Enterprise (SE) Preference Program

6.4.1 The County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with [Chapter 2.205 of the Los Angeles County Code](#). A SE is defined as:

- 1) A business that qualifies as a SE and has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
- 2) A business certified by the DCBA as a SE.

6.4.2 The DCBA shall certify that a SE meets the criteria set forth in Subparagraph 6.4.1.

6.4.3 Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7, Request for Preference Consideration, of Appendix D, Required Forms, and submit a letter of certification from the DCBA with their Proposal.

6.4.4 Further information on SEs is also available on the DCBA's website at <https://dcba.lacounty.gov>.

6.5 Disabled Veteran Business Enterprise (DVBE) Preference Program

6.5.1 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 Los Angeles County Code](#). A DVBE vendor is defined as:

- 1) A business which is certified by the State of California as a DVBE; or
- 2) A business which is verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) by the Veterans Administration.
- 3) A business certified as a DVBE with other certifying agencies pursuant to the DCBA's inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

6.5.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA's inclusion policy that meets the

criteria set forth by the agencies in Subparagraph 6.5.1, 1 or 2 above.

- 6.5.3** Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7, Request for Preference Consideration, of Appendix D, Required Forms, and submit a letter of certification from the DCBA with their Proposal.
- 6.5.4** Information about the State's DVBE certification regulations is found in the [California Code of Regulations, Title 2, Subchapter 8, Section 1896](#) et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>.
- 6.5.5** Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the [Code of Federal Regulations, 38CFR 74](#) and is also available on the Department of Veterans Affairs Website at <https://www.va.gov/osdbu/>.

7.0 PROPOSAL SUBMISSION REQUIREMENTS

This Paragraph contains key project dates and activities as well as instructions to proposers on 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 TTC'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:

RFP TIMETABLE	
Release of RFP	Tuesday, March 30, 2021
Request for a Solicitation Requirements Review Due	Tuesday, April 6, 2021 by 5:00 PM PT
Written Questions Due	Wednesday, April 7, 2021 by 5:00 PM PT

Questions and Answers Released by Addendum on or about	Friday, April 16, 2021
Proposals Due	Tuesday, May 4, 2021 by 5:00 PM PT

7.3 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E, RFP Transmittal 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 TTC/PAC's sole discretion, if the request does not satisfy all of the following criteria:

1. The request is made within the timeframe identified in the solicitation document;
2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a proposal;
3. The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request 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 PAC not receiving the best possible responses from prospective proposers.

The request for Solicitation Requirements Review shall be completed and submitted on or before the date indicated in Subparagraph 7.2, RFP Timetable, and the TTC/PAC'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:

County of Los Angeles
Department of Treasurer and Tax Collector, Contracts Section
500 West Temple Street, Room 437
Los Angeles, California 90012
Email Address: contracts@ttc.lacounty.gov
Attn: Mischa Yuan

7.4 Proposers' Questions

Proposers may submit written questions regarding this RFP by email to the individual identified below. All questions must be received by the date and time indicated in Subparagraph 7.2, RFP Timetable, of this RFP. 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. The PAC reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum mandatory qualifications, 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 proposers.

Questions should be addressed to:

County of Los Angeles
Department of Treasurer and Tax Collector, Contracts Section
500 West Temple Street, Room 437
Los Angeles, California 90012
Email Address: contracts@ttc.lacounty.gov
Attn: Mischa Yuan

7.5 Intentionally Omitted

7.6 Intentionally Omitted

7.7 Preparation of the Proposal

7.7.1 Proposers must submit two separate Proposals: A Business Proposal and a Cost Proposal, which are bound and submitted in the prescribed format. The PAC/TTC may reject any Proposal that deviates from this format as non-responsive without review, at the PAC/TTC's sole discretion.

7.7.2 Proposer should ensure its proposal includes complete and thorough responses to all requirements within this RFP using its own words and not copy language directly from this RFP. The objective of the Proposal submission is for the PAC/TTC to ascertain the Proposer's ability to provide the required services. In addition, specific information is requested from all Proposers to

ensure that the Proposals can be fairly evaluated in a standard manner.

- 7.7.3** The PAC/TTC assumes no responsibility for any misunderstanding or representations made by any of its employees prior to the execution of a Contract concerning requirements or other conditions related to Proposals, unless such requirement or condition is included in the RFP or in an addendum to the RFP.

7.8 Business Proposal Format

7.8.1 The content and sequence of documents and submittals constituting 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 Background and Experience (Section B.1)
- Proposer's References (Section B.2)
- Proposer's Pending Litigation and Judgments (Section B.3)
- Proof of Insurability (Section B.4)
- Intentionally Omitted (Section B.5)
- Financial Capability (Section B.6)
- Proposer's Approach to Provide Required Services (Section C)
- Proposer's Quality Control Plan (Section D)
- Proposer's Business Continuity Plan (Section E)
- Terms and Conditions in the Sample Contract, and Requirements of Appendix A, SOW: Acceptance of/or Exceptions thereto (Section F)
- Business Proposal Required Forms (Section G)
- Intentionally Omitted (Section H)
- Last Page of Proposal

7.8.2 Transmittal Letter

The transmittal letter must be a maximum of one page and submitted on Proposer's letterhead. The transmittal letter must:

- a) include 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;
- b) bear the signature of the person authorized to sign on behalf of the Proposer and to bind the applicant in a Contract;
- c) indicate whether or not the Proposer intends to perform the Contract as a single Proposer; and
- d) include a statement indicating that the Proposer will bear sole and complete responsibility for all work as defined in Appendix A, SOW.

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

7.8.3.1 The Proposer shall complete, sign, and date Exhibit 1A, Proposer's Organization Questionnaire/Affidavit and CBE Information as set forth in Appendix D, Required Forms. The person signing the form must be identified in Exhibit F, Contractor's Administration, as 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/PAC/TTC 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/PAC/TTC 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.

7.8.3.2 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.

For Proposers incorporated in another state, please refer to the California Secretary of State website at <https://www.sos.ca.gov/business-programs/business-entities/faqs>, and under Frequently Asked Questions, click on Form/Register, license or terminate a business entity link. Refer to the following questions to determine if you must register with the CA Secretary of State:

- Do I have to qualify or register a foreign (out-of-state or out-of-country) business entity?
- How do I qualify or register a foreign (out-of-state or out-of-country) business entity in California?

The TTC is not able to advise Proposers incorporated in another State as to whether or not the business must qualify/register to do business in California. Proposers should consult with its respective legal counsels on this matter as necessary.

If you determine you are not required to qualify/register with the California Secretary of State, you must provide a conformed copy of the most recent “Statement of Information” or its equivalent from your state.

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. For Proposers incorporated in another state, please refer

to the information above related to the requirement to qualify or register with the California Secretary of State.

7.8.4 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.

7.8.5 Executive Summary (Section A)

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

7.8.6 Proposer's Qualifications (Section B)

Demonstrate that the Proposer has the experience and financial capability to perform the required services. Proposer shall include the following sections:

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

1. Provide a summary of relevant background information to demonstrate that the Proposer meets or exceeds the minimum requirements stated in Paragraph 3.0, Proposer's Minimum Mandatory Qualifications, of this RFP, and has the capability to perform the required services as a corporation or other entity.
2. Organization: Describe the firm's organizational structure; provide a brief history of your organization and the class action filing department, include year of organization, current ownership/structure, affiliated companies, and location(s) of office for this assignment. Include an organizational chart of your firm with emphasis on the class action filing department and the team that will be providing the class action filing services. Describe in detail your expertise in class action filing services, including for defined contribution plans and governmental entities. Describe how your organization can ensure client satisfaction.
3. Staff: Identify the proposed Contract Administrator, Contract Manager, Alternate Contract Manager, and the staff member(s) of the Contract including their documented experience in class action filing services (e.g., professional

license, certificate of completion, degree, resume) as identified in Appendix A, SOW. Provide a copy of the completed Exhibit 1B, Project Staff Background, of Appendix D, Required Forms, for each, including their names and location(s) responsible for our account. Include titles, functions, credentials and number of years' experience in class action filing services for defined contribution or governmental plans identifying the client(s) they worked for by time period. Identify and explain role of backup personnel. Identify the number of people designated as:

- i. Class Action Filing
- ii. Client Service
- iii. Administrative and Support Personnel
- iv. Others
- v. Total Personnel in Organization supporting the above services.

The PAC/TTC may, in its discretion, request for additional staff members' information as well.

4. Other Services: List all services your firm provides related to defined contribution plans, including services that you may have provided to meet client specific needs. Specify the services that are your special strengths and services provided to defined contribution plans. Describe any and all services provided to plan sponsor organizations.
5. Corporate Philosophy: Summarize your philosophy relating to the Proposer's relationship with administrative committees, staff, money managers, corporate organizations, etc.
6. Conflict of Interest: Describe policies and procedures to prevent possible conflicts of interest with other clients' interests, or which may result from other investment products or services provided by your firm or affiliated organizations.
7. Compensation: Provide a brief description of your firm's compensation arrangements for senior management including incentives, profit sharing and other bonuses. Describe staff participation in equity ownership. Describe any incentives that are in place to encourage key professionals to remain with the firm.

8. Affiliates: Detail any financial relationships which exist with Affiliates (i.e., parent company, sister, or subsidiaries) or other organizations (e.g., brokerage firms, insurance companies, commercial banks, investment banking firms, money management firms, including mutual funds, soft dollar relationships, etc.). Clearly define the association and indicate how real or perceived conflicts of interest are addressed.
9. Departures: Provide details on the professional staff that have left during the last three years. Include position/function, date left, reason (voluntary/involuntary) and if position was replaced.
10. Soft Dollars: Describe under what circumstances/relationships your firm accepts soft dollars as a method of payment for services provided.
11. Regulatory Issues: State whether your firm or your parent and/or sister companies have unresolved legal issues with regulators. Please explain.

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

It is the Proposer's sole responsibility to ensure the accuracy of each firm's name, point of contact's name and contact information. The same references may be listed on both forms, Exhibits 2 and 3 in Appendix D, Required Forms.

1. The TTC/PAC may disqualify a Proposer as non-responsive and/or non-responsible if:
 - a) references fail to substantiate Proposer's description of the services provided;
 - b) references fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel; or
 - c) 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 that the TTC may contact Proposer's references during normal working hours (defined as between 8 a.m. and 5 p.m. PT).

2. The Proposer must complete and include the following Required Forms Exhibits 2, 3, and 4 as set forth in Appendix D, Required Forms:
 - Prospective Contractor References, Exhibit 2. The Proposer must provide three references only, for government agencies for whom the Proposer currently provides the same or similar scope of services to those services set forth in this RFP. **The TTC will not accept references for existing contracts/projects with the County/PAC to meet this requirement.**
 - Prospective Contractor List of Contracts, Exhibit 3. The listing must include all Public Entities contracts, including existing contracts with the County of Los Angeles, PAC or County related entities (i.e., LACERA), if any, for the last three years. Use additional sheets if necessary. **If the Proposer did not have any contracts with a Public Entity during the last three years, Proposer shall include a statement to that effect.**
 - For each reference included on Prospective Contractor References, Exhibit 2, and Prospective Contractor List of Contracts, Exhibit 3, indicate the type of plan, size of assets, number of investment options, term of contract and description of services provided. Use additional pages, if necessary, and attach it to Exhibits 2 and 3 accordingly.
 - Prospective Contractor List of Terminated Contracts, 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). **If Proposer did not have any contracts terminated within the past three years, Proposer shall include a statement to that effect.**

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, enforcement actions by regulators (resulting in fines), 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. **If Proposer does not have pending litigation and has not had judgments against Proposer within the last five years, Proposer shall include a statement to that effect.**

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 8.25 and 8.26**. 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 must be submitted with the Proposal.

E. Intentionally Omitted (Section B.5)

F. Financial Capability (Section B.6)

Proposers must provide copies of the company's most recent three fiscal years (for example 2020, 2019, and 2018) audited financial statements. **If audited statements are available, these should be submitted to meet this requirement. If audited statements for the three most recent fiscal years are not available, this may result in a lower score in this category during the evaluation process as set forth in Paragraph 8.0, Selection Process and Evaluation Criteria, Subparagraph 8.4.1, D. Financial Capability, of this RFP.** 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 (Statement of Cash Flows). Proposer's Income Tax Returns will not meet this requirement. Subject to any California Public Records Act requirements, all financial statements stamped "confidential" on each page will not be disclosed.

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

Present a description of the methodology and schedule of work the Proposer will use to meet Contract and SOW work requirements. Describe in detail how the services will be performed to meet the intent of the required services stated in Appendix A, SOW, of this RFP.

Describe in detail how Proposer will accomplish the service requirements in Appendix A, SOW, Paragraph 3.0, Scope of Work, including but not limited to the following:

1. Subparagraph 3.1, Migration of Data and Data Integrity Check (Section C.1)

Describe your approach to the implementation process of transitioning from the current provider to your class action filing system. Provide a timeline for readiness to start providing services after receiving historical transactional Data. Provide a list of potential transition and implementation issues and how your firm would handle and resolve these issues in a timely manner.

2. Subparagraph 3.2, Monitoring and Filing (Section C.2)

Describe the system you use to monitor potential class actions. Describe your quality control process for ensuring that all eligible class actions are identified and filed in a timely manner. Describe the factors you use to determine whether to file, e.g., minimum loss amount, etc. Describe your process for monitoring process of class action filing services, follow ups, and resolution of deficiency notices.

3. Subparagraph 3.3, Disbursement (Section C.3)

Describe your options for disbursement of settlements to clients, e.g., checks, wires, having claims administrator send directly to Custodian, etc. Describe monitoring and follow-up process for anticipated disbursements not received.

4. Subparagraph 3.4, Reporting (Section C.4)

List and briefly describe the standard reports available to clients. Include samples of standard monthly/on demand reports. Describe ability and willingness to provide customizable reports.

5. Subparagraph 3.5, Optional Services (Section C.5)

Describe the notification time needed should the PAC wish to terminate the current Custodian contract and desire to have the Proposer provide the optional services. Describe your expected level of involvement in the process, e.g., working directly with the Custodian to obtain Data or anticipating working only with the Plans.

6. Subparagraph 3.6, Transition Period Prior to Contract Termination (Section C.6)

Describe your process for contract termination, including if you would send the PAC's Data directly to new class action filing services provider. Describe how you would provide the status of ongoing class action filings to new class action filing services provider.

7. Subparagraph 3.7, Post-Termination (Section C.7)

Describe if you provide any services post-termination and the length of time you would provide it, including access to reports, correction of deficiencies for claims that Proposer that filed on the Plans' behalf, handling of settlements received for claims that the Proposer had filed. For the services you do not provide post-termination, describe the steps you would take during the transition period to ensure it gets handled by the new class action filing services provider.

8. Describe how your firm's formalized information security program satisfies the requirements of Appendix B2, SOW and Contract Exhibits, Exhibit 3, Information Security and Privacy Requirements. Provide details for who is responsible (e.g., Chief Information Security Officer, Chief Compliance Officer, or Chief Privacy Officer) to lead the program and describe your firm's information security and privacy policies, standards, procedures, processes, and resources involved.

7.8.8 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 C, Sample Contract.

The Quality Control Plan shall include, but not be limited to, the following:

1. Activities to be monitored to ensure compliance with all Contract requirements;
2. Monitoring methods to be used;
3. Frequency of monitoring;
4. Samples of forms to be used in monitoring;

5. Title/level and qualifications of personnel performing monitoring functions; and
6. Documentation methods of all monitoring results, including any corrective action taken.

7.8.9 Proposer's Business Continuity Plan (Section E)

Present a comprehensive Business Continuity Plan (BCP) for providing continuing services to the PAC, as specified in Appendix A, SOW, and Appendix C, Sample Contract, in the event of an emergency that disrupts the PAC's operations. This may include any disruption to the Proposer's operation that impacts the PAC. The Contractor shall provide an updated copy of the BCP to the PAC's Contract Administrator within ten Business Days of the Effective Date and within ten Business Days after changes occur during the Contract Term.

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

- Process for notifying the PAC/TTC immediately of any emergency that disrupts service (i.e., power outages, natural disaster, fire, cyber terrorism, etc.);
- Timeline for operationalizing the BCP;
- Description of Contractor's disaster recovery plans and solutions;
- Address, phone number, and fax number of any alternate site location where Contractor will perform services;
- Description of production capabilities of any alternate site(s);
- Description of the Contractor's IT plans and features to ensure the PAC's Information remains accessible and secure;
- Description of how the Contractor would implement the BCP; and
- Description of how the Contractor will test the BCP and update it accordingly.

7.8.10 Terms and Conditions in Sample Contract, and Requirements of the Statement of Work: Acceptance of/or Exceptions to (Section F)

- A.** It is the duty of every Proposer to thoroughly review Appendix C, Sample Contract, and Appendix A, SOW, to ensure compliance with all terms, conditions, and requirements. It is the PAC's expectation that in submitting a proposal the Proposer will accept, as stated, the PAC's terms and conditions in Appendix C, Sample Contract, and

the PAC's requirements in Appendix A, SOW. However, the Proposers are provided the opportunity to take exceptions to the PAC's terms, conditions, and requirements. Each Proposer must utilize the PAC's Appendix C, Sample Contract, and Appendix A, SOW, to take exceptions. Proposers may not utilize their own Contract and/or SOW in lieu of the PAC's Appendix C, Sample Contract, and Appendix A, SOW.

B. Section F of the Proposal must include:

1. A statement offering the Proposer's acceptance of all or exceptions to one or more terms and conditions listed in Appendix C, Sample Contract.
2. A statement offering the Proposer's acceptance of all or exceptions to one or more requirements listed in Appendix A, SOW.
3. For each exception, the Proposer shall provide:
 1. An explanation of the reason(s) for the exception;
 2. The proposed alternative language; and
 3. A description of the impact, if any, to the Proposer's price.

C. Proposers must clearly identify all of their exceptions to Appendix C, Sample Contract, and/or Appendix A, SOW, by providing a 'red-lined' version of the language in question. Proposers must submit all of their exceptions with their Proposals by the specified due date. Proposers may not take exception to the Sample Contract's Standard Terms and Conditions in their entirety, and replace the PAC's Standard Terms and Conditions with the proposer's alternative Sample Contract and/or SOW. The PAC will consider such proposals non-responsive. If the Proposer fails to clearly identify and include an exception in its proposal submission, the exception will not be considered after the proposal submission due date.

The PAC 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. In general, the greater the number of exceptions to the terms and conditions the proposer lists, and the more

substantive the exceptions are, the less responsive the Proposal will be deemed.

The PAC reserves the right to make changes to the Sample Contract and its Appendices and Exhibits at its sole discretion.

7.8.11 Business Proposal Required Forms (Section G)

The Business Proposal shall include the following completed, signed, and dated forms identified in Appendix D, Required Forms.

- | | |
|------------|---|
| Exhibit 1A | Proposer's Organization Questionnaire/Affidavit and CBE Information |
| Exhibit 1B | Project Staff Background
Note: At a minimum, Proposer shall submit a Project Staff Background form and resume for its proposed Contract Administrator, Contract Manager, and Alternate Contract Manager. |
| Exhibit 2 | Prospective Contractor References |
| Exhibit 3 | Prospective Contractor List of Contracts |
| Exhibit 4 | Prospective Contractor List of Terminated Contracts |
| Exhibit 5 | Certification of No Conflict of Interest |
| Exhibit 6 | Familiarity with the County Lobbyist Ordinance Certification |
| Exhibit 7 | Request for Preference Consideration
Note: The business must be certified by the DCBA as meeting the requirements set forth in Subparagraphs 6.2, 6.4, or 6.5 prior to requesting Preference consideration in a solicitation. |
| Exhibit 8 | Proposer's EEO Certification |
| Exhibit 9 | Attestation of Willingness to Consider GAIN/GROW Participants |
| Exhibit 10 | County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception |
| Exhibit 11 | Intentionally Omitted from Business Proposal |
| Exhibit 12 | Intentionally Omitted from Business Proposal |
| Exhibit 13 | Certification of Compliance with the County's Defaulted Property Tax Reduction Program |

- Exhibit 14 Zero Tolerance Policy on Human Trafficking Certification
- Exhibit 15 Compliance with Fair Chance Employment Hiring Practices Certification

7.8.12 Intentionally Omitted

7.8.13 Last Page of Proposal

The last page of the proposal must list names of all joint ventures, partners, Subcontractors or others having any right or interest in the Contract or the proceeds thereof. The page must include the signature of the person authorized to bind the Proposer in a contract, as follows:

Respectfully submitted,
(Signature of Person Authorized to bind Proposer)

(Proposer's name and address and names and addresses of joint ventures, partners, Subcontractors or other parties)

By _____
Title _____
Date _____
Address _____
City _____
Telephone _____
Email _____

7.9 Cost Proposal Format

The content and sequence of the Cost Proposal shall be as follows:

- Cover Page identifying, at a minimum, the RFP and the Proposer's name.
- Exhibit 11, Pricing Schedule
 - The cost proposal indicated on Exhibit 11, Pricing Schedule, shall include domestic and non-U.S. equity separately managed Accounts as described in Appendix A, SOW.
 - In completing Exhibit 11, Pricing Schedule, the Proposer shall provide its fee to provide services for the Horizons Plan only, the Savings Plan only, and both the Horizons and the Savings Plans,

as follows:

- Single Plan(s): The Proposer shall provide the Flat Annual Fee and Optional Services Fee (as detailed in Appendix A, SOW Subparagraph 3.5) required to complete the services for the Horizons Plan only and the Savings Plan only; and
- Both Plans – Horizons and Savings: The Proposer shall provide the Flat Annual Fee and Optional Services Fee (as detailed in Appendix A, SOW, Subparagraph 3.5), including any discount offered, required to complete the services for both the Horizons and Savings Plans (with a cost breakdown by Plan).
- The PAC reserves the right to select different proposers for each Plan or one proposer for both Plans.
- In the event fee estimates are not acceptable, the PAC reserves the right to negotiate fees.
- Exhibit 12, Certification of Independent Price Determination and Acknowledgment of RFP Restrictions

7.10 Firm Offer/Withdrawal of Proposal

- 7.10.1** Until the Proposal submission deadline, Proposers may correct errors in proposals by a request in writing to withdraw the Proposal and by submission of a revised Proposal with the mistakes corrected. The PAC will not accept corrections once the deadline for submission of Proposals has passed.
- 7.10.2** All Proposals shall be firm offers and may not be withdrawn for a period of 270 days following the last day to submit Proposals.

7.11 Proposal Submission

- 7.11.1** Proposals are due by the date and time listed in Subparagraph 7.2, RFP Timetable, of this RFP, and shall be delivered to:

Attn: Mischa Yuan
contracts@ttc.lacounty.gov

- 7.11.2** Proposers may submit their Proposals via Email by following the instructions below. Proposers submitting their Proposal via email are not required to mail hard copies of their Proposal; however, all other requirements and due date apply as set forth in Paragraph 7.0, Proposal Submission Requirements, of this RFP.

- 7.11.3** In addition to submitting their Proposals to the email address in Subparagraph 7.11.2, Proposers shall submit one copy of the documents identified in Subparagraph 7.11.5 on a CD or USB Flash Drive to the following address at the time of Proposal submission:

County of Los Angeles
Department of Treasurer and Tax Collector
Contracts Section
500 West Temple Street, Room 437
Los Angeles, California 90012
Email Address: contracts@ttc.lacounty.gov
Attn: Mischa Yuan

- 7.11.4** Proposers shall title their Proposal submission as follows:

Email Address: contracts@ttc.lacounty.gov
Subject Line: **PROPOSAL FOR CLASS ACTION FILING
SERVICES – TTC RFP 2021-02 CAFS**

- 7.11.5** Proposals shall be submitted in a searchable Adobe Portable Document Format (PDF) as the following four individual documents:

- Business Proposal shall be emailed as one individual searchable PDF document.
- Cost Proposal shall be emailed as one individual searchable PDF document.
- In addition, Proposers shall submit one redacted copy of the Business Proposal and Cost Proposal as individual searchable PDF documents, with all confidential, proprietary and trade secret information redacted. The Proposer must specifically redact only those parts of the Business and Cost Proposals that are actual trade secrets, confidential, or proprietary in nature. Blanket or categorical redactions and/or statements of confidentiality, or the marking of every page as “Trade Secret,” “Confidential,” or “Proprietary,” is not acceptable.

The total file size of the email, including all attachments, shall not exceed 35MB.

- 7.11.6** Late Proposals will not be accepted. 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 but not limited to the Email. Any Proposals received

after the scheduled closing date and time for receipt of Proposals, as listed in Subparagraph 7.2, RFP Timetable, of this RFP, will **not be accepted and will receive a notification that their Proposal was not received timely by the timeframe indicated in Subparagraph 7.2 of the solicitation document.**

8.0 SELECTION PROCESS AND EVALUATION CRITERIA

8.1 Selection Process

The PAC 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 Proposals on the date indicated in Subparagraph 7.2, RFP Timetable.

Evaluation of the Proposals will be made by an Evaluation Committee. The Evaluation Committee will evaluate the Proposals and will use the evaluation approach described herein to select a prospective Contractor for both the Horizons Plan as well as the Savings Plan together, or separate prospective Contractors for each Plan individually. All Proposals will be scored and ranked according to their composite scores from high to low. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

The PAC/TTC may also, at its option, invite some or all Proposers to make a presentation before the PAC. Subsequent to the PAC presentations, as applicable, the TTC and the prospective Contractor(s) will negotiate a Contract. If a satisfactory Contract cannot be negotiated, the TTC may, at its sole discretion, begin contract negotiations with the next highest scoring Proposer who submitted a Proposal, as determined by the PAC/TTC.

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

Notwithstanding the foregoing, the PAC retains the right to select a Proposal other than the Proposal receiving the highest score if the PAC or its designee determines, in its sole discretion, another Proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the PAC.

8.2 Adherence to Minimum Requirements (Pass/Fail)

The TTC shall review the Proposer's Exhibit 1A, Proposer's Organization Questionnaire/Affidavit and CBE Information 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 PAC may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

8.3 Disqualification Review

A Proposal may be disqualified from consideration because the TTC determined it was non-responsive at any time during the review/evaluation process. If the TTC determines that a Proposal is disqualified due to non-responsiveness, the TTC 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 TTC's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
2. 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 Subparagraph 5.8, Determination of Proposer Responsibility.

8.4 Business Proposal Evaluation and Criteria (75%)

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

8.4.1 Proposer's Qualifications (20%)

A. Proposer's Background and Experience (15%)

Proposer will be evaluated on its experience and capacity as a corporation or other entity to perform the required services based on information provided in Section B.1, Proposer's Background and Experience, of the Proposal.

B. Proposer's References (5%)

Proposer will be evaluated on the verification of the first three references provided on Exhibit 2, Prospective Contractor References, of the Proposal. **Should Proposer provide more than three references, the TTC will evaluate the first three references only.**

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

A review will be conducted to determine the significance of any litigation or judgments pending against the Proposer as provided in Subparagraph 7.8.6, Proposer's Pending Litigation and Judgment (Section B.3), of the Proposal.

C. Proof of Insurability

A review of Proposer's proof of insurability that meets all insurance requirements set forth in Appendix C, Sample Contract, Subparagraphs 8.25 and 8.26 as provided in Section B. 4, Proof of Insurability (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.

D. Financial Capability

Proposer's financial capability will be evaluated based on a review of the financial statements provided. The PAC reserves the right, in its sole discretion, to disqualify the Proposer where the Proposer's financial statements demonstrate a risk which the PAC determines, in its sole discretion, it cannot assume. assume.

8.4.2 Proposer's Approach to Provide Required Services (45%)

The Proposer will be evaluated on its description of the methodology and schedule of work to perform the required

services based on information provided in Section C, Proposer's Approach to Provide Required Services

8.4.3 Quality Control Plan (5%)

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of the Contract are provided as specified therein. For the purposes of this RFP, a complete Quality Control Plan includes, but is not necessarily limited to, the information provided in Subparagraph 7.8.8, Proposer's Quality Control Plan (Section D), of this RFP. Evaluation of the Quality Control Plan shall cover the proposed monitoring system of all Services required under the Contract and shall be based on the information provided in Section D of the Proposal.

8.4.4 Business Continuity Plan (5%)

The Proposer will be evaluated on its ability to provide continuing services to the PAC in the event of an emergency that disrupts the Proposer's operations. For the purposes of this RFP, a complete BCP includes, but is not necessarily limited to, the information provided in Subparagraph 7.8.9, Proposer's Business Continuity Plan (Section E), of this RFP. Evaluation of the BCP shall be based on the information provided in Section E of the Proposal.

8.4.5 Intentionally Omitted

8.4.6 Exceptions to Terms and Conditions of Sample Contract and/or Requirements of the Statement of Work

Proposer will be evaluated on its willingness to accept the Terms and Conditions outlined in Appendix C, Sample Contract, and the Requirements of Appendix A, SOW, as stated in Subparagraph 7.8.10, Terms and Conditions in Sample Contract, and Requirements of the Statement of Work: Acceptance of/or Exceptions to (Section F), of the Proposal. All exceptions, if any, to the Terms and Conditions and SOW will be evaluated together with reasons, proposed alternative language, and impact, if any, on the Proposer's price. The PAC may deduct 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 PAC may, in its sole determination, disqualify any Proposer with whom the PAC cannot satisfactorily negotiate a Contract.

Any Proposer's exceptions submitted after the Proposal deadline shall not be considered. **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 (25%)

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 a preference under the County's Preference Programs, the cost component points will be determined as follows:

Fifteen percent of the lowest cost proposed will be calculated, not to exceed \$150,000, and that amount will be deducted from the cost submitted by all proposers who requested and were granted the preference.

In no case shall any preference be combined to exceed 15% of the lowest responsible bid meeting specifications.

8.6 Intentionally Omitted

8.7 Proposed Contractor Selection Review

8.7.1 Debriefing Process

Upon PAC's approval and prior to entering negotiations with the selected Proposer(s), the TTC shall notify the remaining Proposers in writing that the PAC 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 TTC'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 TTC may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the TTC will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the TTC of its intent to request a Proposed Contractor Selection Review (see Subparagraph 8.7.2, Proposed Contractor Selection Review), if the requesting Proposer is not satisfied with the results of the Debriefing.

8.7.2 Proposed Contractor Selection Review

Any proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Subparagraph 8.7.2 (Proposed Contractor Selection Review) may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the TTC.

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

1. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the TTC);
2. 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 TTC 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 TTC made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.
 - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.

- d. Another basis for review as provided by state or federal law; and
3. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the TTC'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 TTC 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 is to be awarded by the PAC. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review. See Subparagraph 8.8 (County Independent Review Process) below.

8.8 County Independent Review Process

Any proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the TTC in the TTC'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 request for a County Independent Review is submitted timely (i.e., by the date and time specified by the TTC); and
2. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in Subparagraph 8.7.2 (Proposed Contractor Selection Review) above.

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

APPENDIX A

RFP

STATEMENT OF WORK FOR DEFERRED COMPENSATION AND THRIFT PLAN

CLASS ACTION FILING SERVICES

**[SAVINGS PLAN STATEMENT OF WORK TO BE SUBSTANTIALLY
SIMILAR]**

**APPENDIX A
STATEMENT OF WORK
CLASS ACTION FILING SERVICES**

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STATEMENT OF WORK
CLASS ACTION FILING SERVICES**

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1.0 INTRODUCTION

The County of Los Angeles (County) Board of Supervisors has delegated authority to the County's Deferred Compensation and Thrift Plan Administrative Committee (PAC) to contract with one or more private firms for services related to the County's 457(b) Horizons Plan (Plan). The PAC contracts with a Custodian to establish custody accounts to provide for the safekeeping and recordkeeping of certain Property beneficially owned by the Plan. Specifically, the Plan holds assets in equity and debt securities, making it eligible to seek recovery of its losses stemming from corporate wrongdoing by participating in class action lawsuits.

The Contractor's duties include, but are not limited to, monitoring class action opportunities, identifying eligibility of the Plan, submitting claims, responding to deficiency notices, facilitating disbursements, and providing monthly status reports. For the purposes of this Contract, class action filing services are for all United States and Canadian securities class actions, including claims related to options, and submitting certifications for Securities Exchange Commission disgorgement that the Plan is eligible for. On February 1, 2017, the PAC's custody Contract with Bank of New York Mellon, N.A. expired and the custody Contract with State Street Bank and Trust Company began. The Contractor shall receive the Plan's holdings and transactional Data from January 1, 1997, through and including January 31, 2017, monitor it against class action notifications, and file proof of claims for all eligible class actions. The current Custodian will continue filing for class action claims for holdings/transactions on and after February 1, 2017. Attachment B provides an overview of fund balances in separately managed Accounts as of the dates of January 31, 2017 and December 31, 2020 and is for informational purposes only.

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. Capitalized terms that are not defined in this Statement of Work (SOW) are used as defined in the Contract.

- 2.1 Claims Administrator:** Neutral third-party that handles the claims administration process in compliance with a court-approved settlement agreement.
- 2.2 Contract Discrepancy Report:** A document utilized by the PAC to document discrepancies or problems with the Contractor's performance and record explanations of unsatisfactory performance.
- 2.3 Contractor's Employees:** Any person designated by the Contractor to perform services under this Contract.

- 2.4 County/PAC Information:** All Data and Information belonging to the County/PAC.
- 2.5 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. The Contractor is not required to provide services on County observed holidays unless otherwise stated in the SOW or Contract. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/county-holidays/>.
- 2.6 Month:** One calendar month unless otherwise specified.
- 2.7 Quality Control Plan:** 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 Exhibit A, SOW.

3.0 SCOPE OF WORK

The Contractor shall provide all of the work detailed below pursuant to the terms of the Contract and execute services in accordance with applicable laws, including but not limited to tax and securities laws, regulations, and statutes.

3.1 Migration of Data and Data Integrity Check

Within one Month of the Effective Date, the Contractor will complete the migration of Data and Data integrity check, and be able to implement class actions filing services as soon as practicable, but no later than the start of the second Month after the Effective Date.

3.1.1 Migration of Data

The Contractor shall receive relevant transaction and holding information for each of the separately managed Accounts from the PAC or third party, format as needed, and upload into its database. The Contractor will notify the PAC immediately if there is any issue with receipt of Data.

3.1.2 Data Integrity Check

The Contractor shall review the uploaded Data for completeness and accuracy. The Contractor shall run the Data for potential class action eligibility and manually review a minimum of five class actions claims to ensure that notification and filing is working for claims the Plan is eligible for as intended.

3.1.3 Implementation

The Contractor shall coordinate directly with the custodian or other third parties to receive a status of the class actions filed on behalf of the Plan to avoid any missed or duplicate class action filings.

3.2 Monitoring and Filing

3.2.1 Monitoring and Analysis

The Contractor shall monitor all class action opportunities for the United States and Canada, match against the Plan's records and identify the Accounts with relevant holdings or transaction Data. The Contractor shall calculate the estimated market loss (under LIFO and/or FIFO accounting methods).

3.2.2 Notification

The Contractor shall notify the PAC via email of all class actions for which the Plan is eligible. For those actions where Contractor anticipates filing claims, Contractor shall provide specific details of the class action to the PAC, including the funds eligible, and allow the PAC sufficient time to opt out of the class action. For class actions where Contractor does not intend to take action on the PAC's behalf, Contractor shall provide the reason(s) for not filing, which may include but are not limited to non-U.S. and non-Canadian litigations and derivative actions.

3.2.3 Filing

The Contractor shall prepare and submit proof of claims before the claim deadline for all potentially eligible Accounts. In the case of multiple Accounts being eligible for the same Claim, one proof of claim shall be submitted for each Account, so that the settlements received can be traced to the Account that initiated the claims filing. The Contractor shall monitor and maintain all records of proof of claims from the time they are filed with the Claims Administrator to the disbursement checks being delivered to the PAC and resolve deficiency notices timely.

3.3 Disbursement

3.3.1 The Contractor shall follow up with the Claims Administrator and Plan's current Custodian bi-weekly, or more frequently as needed, and maintain documentation of such follow-up until settlement is received.

- 3.3.2** Should the PAC desire to have disbursements made by Claims Administrators sent to the Contractor, the Contractor shall, within two weeks of receipt, forward disbursements via Automated Clearing House to the custody account designated by the PAC and send an accompanying email to the current Custodian and PAC with the disbursement details and identifying information, including the class action the settlement pertains to and a breakdown of the settlement amount by Plan and Account. Should the PAC desire to have disbursements made by Claims Administrators sent directly to the custodian, the Contractor shall send an email within one week of the disbursement date, to the current Custodian and the PAC with the disbursement details and identifying information, including the class action the settlement pertains to and a breakdown of the settlement amount by Plan and Account.
- 3.3.3** The Contractor shall conduct timely follow-up at least bi-weekly with Claims Administrators on lost checks to ensure settlements are received for all claims filed and maintain detailed records of actions taken.

3.4 Reporting

- 3.4.1** The Contractor will deliver electronic reports via email to the PAC on a monthly basis within seven days after the month-end, detailing year-to-date claims filing activity and upcoming claim eligibility. The report shall include the Plan name, Account, security, status, class action claim period, filing date, disbursement date, disbursement amount and any other pertinent information. The report shall also include details of any lost disbursements and date and status of action taken.
- 3.4.2** From time to time, the PAC may request additional specific Contractor reports and such requests will be in writing.

3.5 Optional Services

Should the PAC terminate the current Custodian after the start of this Contract, PAC may elect to have Contractor also provide class action filing services for the Data from February 1, 2017, through Custodian termination date. The Contractor will migrate Data and perform a Data integrity check as described in paragraph 3.1 and perform all the same services as described in paragraphs 3.2, 3.3, and 3.4 above for this Data set.

3.6 Transition Period Prior to Contract Termination

The Transition Period will commence upon TTC's written notification in advance of the Contract termination.

- 3.6.1** The Contractor shall continue providing all of the services until the termination date.
- 3.6.2** The Contractor shall forward all of the holdings and transactional Data for the Plan to the new class action filing services provider or TTC within three Business Days of request from TTC, allowing the new provider time to load Data into their system and perform Data integrity testing.
- 3.6.3** The Contractor shall provide the County and the new provider with detailed records on the status of all ongoing and new claims as of the termination date.

3.7 Post-Termination

- 3.7.1** The Contractor shall forward any notices of deficient claims received after Contract termination to the PAC and new provider within two Business Days of receipt, so that the new provider may submit required corrections. This provision shall survive termination of the Contract.
- 3.7.2** The Contractor shall forward any settlements, along with any identifying information and supporting documentation, received after Contract termination to the address, email and/or bank account provided by the PAC, within five Business Days of receipt. This provision shall survive termination of the Contract.

4.0 QUALITY CONTROL PLAN

The Contractor shall establish and maintain a comprehensive Quality Control Plan (QCP) to ensure the Contractor meets the requirements of the Contract and provides a consistently high level of service throughout the Contract term. The QCP shall be submitted to the PAC's Contract Administrator within ten Business Days following the Effective Date and as changes occur during the Contract Term or upon request. The Contractor shall review its QCP annually and update as changes occur.

At a minimum, the QCP shall include the following:

- 4.1** The method of monitoring to ensure that the Contractor is meeting all Contract requirements. It must specify the activities the Contractor will monitor including activities monitored on either a scheduled or an

unscheduled basis, how often the monitoring will be performed, and the title of the individual(s) who will perform the monitoring;

- 4.2** The methods used by the Contractor to identify and prevent deficiencies in the quality of service performed before the level of performance becomes unacceptable and not in compliance with this Contract;
- 4.3** A record of all inspections conducted by the Contractor, any corrective action taken, the date a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, which shall be provided to the PAC upon request; and
- 4.4** The method for ensuring the Contractor maintains confidentiality.

5.0 BUSINESS CONTINUITY PLAN

The Contractor shall provide a written Business Continuity Plan (BCP) for providing continuing services to the PAC in the event of an emergency that disrupts the Contractor's operations. The Contractor must provide an updated copy of the BCP to the PAC's Contract Administrator within ten Business Days of the Effective Date and within ten Business Days after changes occur during the Contract term. The BCP shall include, at a minimum, the following components:

- 5.1** The process for notifying the PAC/TTC immediately of any emergency that disrupts service (i.e., power outages, natural disaster, fire, cyber terrorism, etc.);
- 5.2** Timeline for operationalizing the BCP;
- 5.3** Description of the Contractor's disaster recovery plans and solutions;
- 5.4** Address, phone number, and fax number of any alternate site(s) where the Contractor will perform services;
- 5.5** Description of production capabilities of any alternate site(s);
- 5.6** Description of the Contractor's Information Technology plans and features to ensure the County/PAC's Information remains accessible and secure;
- 5.7** Description of how the Contractor would implement the BCP; and
- 5.8** Description of how the Contractor will test the BCP on an annual basis and update it accordingly.

6.0 QUALITY ASSURANCE PLAN

The PAC will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract.

6.1 Contract Discrepancy Report

The PAC will determine whether a formal Contract Discrepancy Report (CDR), Exhibit 1 of this SOW, is issued to the Contractor. Upon receipt of this document, the Contractor shall respond in writing to the PAC within three Business Days, acknowledging the reported discrepancies or presenting contrary evidence. The PAC will evaluate the evidence presented and determine whether the discrepancy is valid. The Contractor shall submit a plan for correction of all deficiencies identified in the CDR to the PAC within five Business Days and resolve discrepancies within a time period mutually agreed upon by the PAC and the Contractor.

6.2 Contractor Complaint Log

The Contractor shall maintain a log of all complaints received from the PAC or the public related to services provided under this Contract. The Contractor shall immediately investigate all complaints and provide a written report to the PAC regarding the disposition of each complaint within five Business Days of receiving the complaint. Each report shall include a summary of the complaint, name of the Contractor's employee(s) involved, results of the Contractor's investigation, and a statement describing the corrective action taken to avoid or mitigate the recurrence of such a complaint.

7.0 INFORMATION SECURITY AND PRIVACY REQUIREMENTS

The Contractor shall adhere to physical and/or computer security safeguards as set forth in Exhibit 3, Information Security and Privacy Requirements.

8.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

- 8.1** The PRS Chart in Exhibit 2 of this SOW lists required services, indicates the method of monitoring specific services, and indicates the liquidated damages to be assessed for non-compliance.
- 8.2** All listings of services used in the PRS Chart are intended to be completely consistent with this Contract and are not meant in any case to create, extend, revise, expand, or limit any obligation of the Contractor beyond that defined in this Contract. In any case of apparent inconsistency between services as stated in this Contract, the meaning apparent in this Contract will prevail. If any service or deliverable seems to be created in the PRS Chart, which is not clearly and forthrightly set forth in this Contract, that apparent service will be null and void and shall place no requirement on the Contractor.

APPENDIX B1

RFP

STATEMENT OF WORK ATTACHMENTS CLASS ACTION FILING SERVICES

STATEMENT OF WORK ATTACHMENTS

ATTACHMENT 1

HISTORICAL WORKLOAD VOLUME

(March 2020 through February 2021)

Monthly Claims Filed		
Month	Claims Filed by Current Provider	Claims Filed by Custodian (for Optional Services)
March 2020	4	3
April 2020	6	3
May 2020	3	0
June 2020	6	0
July 2020	3	6
August 2020	1	0
September 2020	2	2
October 2020	1	8
November 2020	0	4
December 2020	0	2
January 2021	0	4
February 2021	5	2
Total	31	34

STATEMENT OF WORK ATTACHMENTS

ATTACHMENT 2

INVESTMENT ASSETS

The current investments in the Horizons and Savings Plans within white-labelled and custom target date funds include separately managed Accounts in small cap equity, mid cap equity, large cap equity, non-U.S. equity, bond, and equity alternatives. Previous funds with separately managed Accounts include but are not limited to stable value funds. Fund balances for the Plans in separately managed Accounts as of January 31, 2017 and December 31, 2020 were:

Investment Assets in Separately Managed Accounts

	Amount as of 1/31/2017	Amount as of 12/31/2020
<u>Horizons Plan:</u>		
Non-US Equity	272,000,000	487,000,000
Small Cap Equity	757,000,000	558,000,000
Mid Cap Equity	1,074,000,000	1,283,000,000
Bond	162,000,000	334,000,000
Equity Alternative	<u>0</u>	<u>315,000,000</u>
TOTAL IN HORIZONS PLAN	<u>\$2,265,000,000</u>	<u>\$2,977,000,000</u>
<u>Savings Plan:</u>		
Non-US Equity	138,000,000	241,000,000
Small Cap Equity	297,000,000	241,000,000
Large Cap Equity	399,000,000	511,000,000
Bond	46,000,000	90,000,000
Equity Alternative	<u>0</u>	<u>68,000,000</u>
TOTAL IN SAVINGS PLAN	<u>\$ 880,000,000</u>	<u>\$ 1,151,000,000</u>

Please note that above is historical information only and does not limit in any way the extent to which Contractor shall provide services described in the Contract, including the Statement of Work.

APPENDIX C

SAMPLE CONTRACT



CONTRACT

**BY AND BETWEEN
COUNTY OF LOS ANGELES
DEFERRED COMPENSATION AND THRIFT
PLAN ADMINISTRATIVE COMMITTEE**

[SAVINGS PLAN CONTRACT TO BE SUBSTANTIALLY SIMILAR]

AND

CONTRACTOR

FOR

CLASS ACTION FILING SERVICES

SAMPLE CONTRACT PROVISIONS

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EXHIBITS TO THE CONTRACT

STANDARD EXHIBITS

- A STATEMENT OF WORK
(NOT ATTACHED TO SAMPLE)
- A1 STATEMENT OF WORK EXHIBITS
(NOT ATTACHED TO SAMPLE)
- B PRICING SCHEDULE
(NOT ATTACHED TO SAMPLE)
- C STATEMENT OF WORK AND CONTRACT EXHIBITS
(NOT ATTACHED TO SAMPLE)
- D CONTRACTOR'S EEO CERTIFICATION
- E PAC'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
 - G1 CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
 - G2 CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
 - G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
- H JURY SERVICE ORDINANCE (CONTRACTOR EMPLOYEE JURY SERVICE)
- I SAFELY SURRENDERED BABY LAW
- J DEFAULTED PROPERTY TAX REDUCTION 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.

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES DEFERRED COMPENSATION AND
THRIFT PLAN ADMINISTRATIVE COMMITTEE
AND
CONTRACTOR
FOR CLASS ACTION FILING SERVICES**

This Contract and Exhibits made and entered into this ____ day of _____, 202__ by and between the County of Los Angeles Deferred Compensation and Thrift Plan Administrative Committee, hereinafter referred to as PAC and _____, hereinafter referred to as Contractor, a _____, with its principal place of business located at _____.

RECITALS

WHEREAS, the County of Los Angeles (County) has established the County of Los Angeles Deferred Compensation and Thrift Plan (Plan), a deferred compensation plan governed under [Section 457 of the Internal Revenue Code](#) as amended in 1986;

WHEREAS, under [Section 5.25.090 of the Los Angeles County Code](#), the PAC has authority to contract with one or more private firms for services related to the Plans, consistent with [Article IX Civil Service Section 44.7 of the Los Angeles County Charter](#) and Chapter 7, Conflict of Interest, of Title 9 of the California Government Code ([Section 87100](#), et seq);

WHEREAS, the PAC has determined that it is in the best interests of the Plan, its members, and participants to contract with Contractor to act as the class action filing services provider and the Contractor desires to provide such services to the Plan;

WHEREAS, Contractor is a private firm duly constituted in accordance with all applicable laws to render class action filing services, and is authorized to conduct the business of providing class action filing services in the State of California; and

WHEREAS, PAC and Contractor desire to establish class action filing services for assets owned by the Plan.

NOW THEREFORE, in consideration of the above stated recitals, the mutual covenants, representations and undertakings contained herein, and for good and valuable consideration, the Plan and Contractor agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, A1, 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 this Contract and then to the Exhibits according to the following priority.

STANDARD EXHIBITS:

- EXHIBIT A - Statement of Work
- EXHIBIT A1 - Statement of Work Attachments
- EXHIBIT B - Pricing Schedule
- EXHIBIT C - Statement of Work and Contract Exhibits
- EXHIBIT D - Contractor's EEO Certification
- EXHIBIT E - PAC's Administration
- EXHIBIT F - Contractor's Administration
- EXHIBIT G - Contractor Acknowledgement and Confidentiality Agreement (Forms Required at the Time of Contract Execution)
- EXHIBIT H - Jury Service Ordinance (Contractor Employee Jury Service)
- EXHIBIT I - Safely Surrendered Baby Law
- EXHIBIT J - Defaulted Property Tax Reduction Program

This Contract and the Exhibits hereto constitute 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), of this Contract, 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 Account:** The custody account established and maintained by the Plan Custodian for the safekeeping of Plan's Property and collectively comprises individual sub-accounts (Sub-Account) to hold such Property created for Plan and for each of Plan's Investment Managers.
- 2.2 Affiliate:** An entity that has the same parent corporation as the Contractor.
- 2.3 Agent(s):** Any person(s) or entity(ies) acting on behalf of Contractor pursuant to this Contract.
- 2.4 Authorized Person:** Any employee or agent of PAC who is authorized by PAC to issue Authorized Instructions. This also includes any investment

manager which PAC may designate to manage Property held by Plans' Custodian.

- 2.5 Board of Supervisors:** The governing body of the County of Los Angeles.
- 2.6 Business Days:** Monday through Friday, excluding County observed holidays, unless otherwise stated.
- 2.7 Calendar Days:** Monday through Sunday, including County observed holidays, unless otherwise stated.
- 2.8 Claims:** Any and all declarations, damages, losses, liabilities, suits, costs, charges, expenses (including but not limited to reasonable attorneys' fees and costs), judgments, fines and penalties, of any nature whatsoever, which may be asserted or brought against either or both parties hereto in connection with the performance of this Contract.
- 2.9 Contract:** This Agreement executed between the PAC and the Contractor. Included are all supplemental agreements amending or extending the service to be performed. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including the Statement of Work, Exhibit A.
- 2.10 Contract Term:** The period of the Contract, commencing upon the effective date, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 2.11 Contractor:** The sole proprietor or business that has entered into a Contract with the PAC to perform or execute the work covered by this Contract.
- 2.12 Contractor's Contract Administrator:** The individual authorized 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.
- 2.13 Contractor's Contract Manager:** The individual authorized by the Contractor to administer the Contract operations under this Contract.
- 2.14 Contractor's Proposal:** The document which Contractor prepared in response to PAC's Request for Proposals to provide class action filing services, which document describes the class action filing and related services that Contractor offers to provide to Plan and the general terms under which Contractor will provide such services.
- 2.15 County:** The County of Los Angeles.

- 2.16 Custodian:** The entity that maintains the custody of the Plan's assets, providing custodial arrangements, stock transfer and registration, and other related services.
- 2.17 Data:** A subset of Information comprised of qualitative or quantitative values.
- 2.18 Day(s):** Calendar day(s) unless otherwise specified.
- 2.19 Effective Date:** The date of commencement of this Contract, as reflected in Subparagraph 4.1.
- 2.20 Excess Costs:** Any reasonable costs which plan incurs for the provision of class action filing services from another class action filing Contractor or similar service provider other than the Contractor if and when Plan terminates this Contract for default.
- 2.21 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.22 Information:** Any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative or audiovisual.
- 2.23 Investment Manager:** Any entity providing investment asset management advisory services to the Plan unless otherwise specified herein.
- 2.24 Plan Administrative Committee (PAC):** The County's Deferred Compensation and Thrift Plan Administrative Committee.
- 2.25 PAC's Contract Administrator:** The individual authorized by the PAC to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the PAC's Contract Manager.
- 2.26 PAC's Contract Manager:** The individual authorized by the PAC'S Contract Administrator to manage the operations under this Contract.
- 2.27 Plan Records:** All records related to the Plan, including but not limited to any pertinent transaction, activity, time sheets, cost, and billing.
- 2.28 Plan Year:** The 12-month period beginning January 1st and ending December 31st.
- 2.29 Property:** Collectively includes but is not limited to cash in any currency, any securities, and any other property; provided, however, that the term

“Property” as used herein shall not include any direct interest in real property, title holding companies, leaseholds or mineral interests.

- 2.30 Standard of Care:** The standard governing the Contractor’s performance as a fiduciary of the Plan under this Contract, which standard requires Contractor to discharge each of its duties and exercise each of its powers under this Contract with the competence, care, skill, prudence and diligence prevailing in class action filing services and which a prudent person acting in a like capacity and familiar with class action filing services would use in the conduct of a like enterprise with like aims.
- 2.31 Statement of Work (SOW):** A written description of tasks, deliverables, and/or other work required by the PAC pursuant to this Contract, attached as Exhibit A.
- 2.32 Subcontractor:** An entity retained by the Contractor to furnish services described in the Statement of Work to the Contractor in furtherance of the Contractor’s performance of this Contract under oral or written agreement.
- 2.33 Termination Invoice:** The final invoice itemizing the Contractor’s prorated fees and reasonable expenses incurred during the relevant billing period, which the Contractor shall submit to PAC no later than three months following the effective termination date.
- 2.34 Third Party Administrator (TPA):** The entity designated by the County to provide administration and recordkeeping services for the Plan.
- 2.35 Transition Period:** A period of up to 12 months following the effective termination date where the Contractor continues to perform those services required hereunder in order to complete any transactions pending on the effective termination date and to facilitate an orderly transition to a successor Contractor.
- 2.36 Treasurer and Tax Collector:** The director of the County of Los Angeles Department of Treasurer and Tax Collector.
- 2.37 Trustee:** An entity that performs trust functions with Plan assets held in trust in accordance with [Internal Revenue Code Section 457\(a\)](#) and as directed by the Plan Administrative Committee.
- 2.38 TTC:** The County of Los Angeles Department of Treasurer and Tax Collector.

3.0 SERVICES

3.1 APPOINTMENT OF CONTRACTOR

3.1.1 PAC hereby appoints the Contractor as class action filing services provider for the Plan. The Contractor and its Agents agree to serve as class action filing services provider for the Plan.

3.1.2 With respect to class action filing services, the Contractor has no discretionary authority with respect to investment management of the Account, nor reporting nor disclosure responsibilities to benefit plan participants or governmental regulatory agencies. The Contractor shall be under no duty to question any direction of an Authorized Person with respect to the portion of the Account over which such Authorized Person has authority, to review any property held in the Account, to make any suggestions with respect to the investment and reinvestment of the assets in the Account, or to evaluate or question the performance of any Authorized Person. The Contractor shall not be responsible or liable for any diminution of value of any securities or other property held by the Custodian or Custodian's agents.

3.2 SERVICES

3.2.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete, and deliver on time, all tasks, deliverables, services, and other work in the manner and form described in this Contract and as set forth in Exhibit A (SOW).

3.2.2 STANDARD OF CARE

The Contractor agrees that the performance of work and services pursuant to the requirements of this Contract shall conform to the Standard of Care and the highest professional standards as exist in the Contractor's profession or field of practice.

3.2.3 GRATUITOUS EFFORTS

If the Contractor performs any tasks, or provides any 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.

4.0 TERM OF CONTRACT

4.1 The initial Term of this Contract shall be three years commencing upon approval by the PAC on _____(Effective Date). Thereafter,

unless Contractor is notified by the PAC prior to any extension, the Contract shall automatically renew for up to two additional one-year extension options, and month-to-month extensions thereafter as needed until a new contract is signed, unless the Contract is sooner terminated by the PAC pursuant to the provisions of Subparagraphs 8.43 to 8.49, or Subparagraph 8.55, of this Contract. Each such extension option may be exercised at the sole discretion of the PAC.

- 4.2** The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the PAC will exercise a contract term extension option.
- 4.3** The Contractor shall notify the PAC's Contract Administrator when this Contract is within six months from the expiration of the Contract Term and any extension thereto as provided for hereinabove. Upon occurrence of this event, the Contractor shall send a written notification to the PAC's Contract Administrator at the address herein provided in Exhibit E (PAC's Administration).

5.0 CONTRACT SUM

5.1 COMPENSATION

Contractor shall be compensated for services provided pursuant to Exhibit A (Statement of Work) in accordance with the fee or rates set forth in Exhibit B (Pricing Schedule). Compensation for these services as set forth in the Exhibit B (Pricing Schedule) shall remain firm, fixed, and in full force and effect during the Contract Term.

5.2 WRITTEN APPROVAL FOR REIMBURSEMENT

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.

5.3 NOTIFICATION OF 75% OF TOTAL CONTRACT SUM

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred 75% of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to PAC's Contract Administrator at the address herein provided in Exhibit E (PAC's Administration).

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

The Contractor shall have no claim against PAC or 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 PAC and shall immediately repay all such funds to Plan. Payment by Plan for services rendered after expiration/termination of this Contract shall not constitute a waiver of PAC's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 INVOICES, PAYMENTS AND RELATED ISSUES

5.5.1 The Contractor shall invoice the PAC only for providing the tasks, deliverables, services, and other work specified in Exhibit A (SOW) and elsewhere hereunder. The Contractor shall invoice the PAC for such services quarterly in arrears. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the PAC under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work rendered

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule). Failure to comply with prices as established in Exhibit B (Pricing Schedule), may result in assessed liquidated damages. The assessment of liquidated damages does not relieve the Contractor from the responsibility of correcting invoices.

5.5.3 The Contractor's invoices shall be legible and contain the information set forth in Exhibit A (SOW) describing the tasks, deliverables, goods, services, and/or other work for which payment is claimed. Each quarterly invoice shall include the following information:

- Contractor's name and address
- Invoice date, unique invoice number, and the quarter and year when the service(s) was delivered (billing period)
- Amount due
- Payee name, if different from Contractor's name
- Contractor's Tax Identification Number and remittance address and/or electronic payment instructions

5.5.4 The Contractor shall submit the quarterly invoices to the County.

5.5.5 All invoices and supporting documentation shall be submitted via email to dcplans@ttc.lacounty.gov.

5.5.6 The PAC's Contract Manager or designee may request Contractor to provide a revised invoice based on an identified discrepancy.

5.5.7 COUNTY APPROVAL OF INVOICES

All invoices submitted by the Contractor for payment must have the written approval of the Treasurer and Tax Collector or designee prior to any payment thereof. In no event shall the PAC be liable or responsible for any payment prior to such written approval. PAC will authorize payment within 30 days following receipt of any undisputed invoice.

5.5.8 DISPUTED FEES

PAC shall review each invoice and report any discrepancies or disputed fees to the Contractor in writing or email. Within 30 calendar days after the Contractor receives PAC notification of any discrepancies or disputed fees, the Contractor shall provide PAC a written justification detailing the basis for such fees. If PAC does not receive a written response from the Contractor within the 30-calendar day period, the discrepancies noted and charges approved by PAC shall be deemed accepted and agreed to by the Contractor. PAC shall authorize payment of disputed fees promptly upon resolution of such dispute to the reasonable satisfaction of PAC and the Contractor.

5.5.9 OVERPAYMENTS OF INVOICES

Contractor shall notify the PAC's Contract Manager immediately of any overpayment received. PAC's Contract Manager or designee shall also notify the Contractor of any overpayment made to the Contractor. Contractor shall arrange for a credit on the next invoice or return any overpayment within 30 days of discovery or notification, as determined by the PAC's Contractor Manager. This provision shall survive the expiration or other termination of this Contract.

5.5.10 LOCAL SMALL BUSINESS ENTERPRISES (SBE) – PROMPT PAYMENT PROGRAM (IF APPLICABLE)

Certified Local SBEs 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.

5.6 ERRORS AND OMISSIONS

All services performed shall be thorough, complete and secured. The Contractor understands that PAC examination of the Contractor's work product is discretionary, and the Contractor shall not assume PAC will discover errors and/or omissions. In any event, should any errors or omissions be discovered in any services, the Contractor will make every effort to provide prompt resolution to the satisfaction of PAC. Should PAC determine that the extent and impact of the Contractor's errors and/or omissions to be substantive, costing the Plan significantly in financial and/or staff resources, the PAC may, in its sole discretion, reduce the Contractor's payment to the actual cost of damages incurred by the Plan as determined by PAC.

5.7 TRANSITION PERIOD FEE

PAC and the Contractor shall agree on a Transition Period fee payment upon expiration or termination of Contract. Other than the Transition Period fee payment, the Contractor shall have no claim against PAC 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 TTC and shall immediately repay all such funds to Plan. Payment by PAC for services rendered after expiration/termination of this Contract shall not constitute a waiver of PAC right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.8 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under a contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the PAC/TTC.

The Contractor shall submit a EFT request form with banking and vendor information, W-9, and any other information that the PAC/TTC determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must

be based on specific legal, business or operational needs and explain why the payment method designated by the Auditor-Controller (A-C) is not feasible and an alternative is necessary. The PAC/TTC shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT – PAC

6.1 PAC’S ADMINISTRATION

A listing of all PAC’s Administration referenced in the following Subparagraphs is designated in Exhibit E (PAC’s Administration). The PAC will notify the Contractor in writing of any change in the names or addresses shown.

The TTC will assign a PAC’s Contract Administrator and a PAC’s Contract Manager to provide, among other things, overall management and coordination of the Contract and act as liaisons for the PAC.

The TTC will notify the Contractor in writing of the names, addresses, and telephone numbers of the individuals designated to act as the PAC’s Contract Administrator and PAC’s Contract Manager.

6.2 PAC’S CONTRACT ADMINISTRATOR

6.2.1 The PAC’s Contract Administrator is responsible for ensuring that the Contractor meets the objectives of this Contract and determines the Contractor’s compliance with the Contract. This includes inspecting all tasks, deliverable, goods, services, or other work provided by or on behalf of the Contractor.

6.2.2 The PAC’s Contract Administrator is responsible for providing, among other things, overall direction to the Contractor in the areas relating to Plan policy, County policy, TTC policy, information requirements, and procedural requirements.

6.2.3 The PAC’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 further obligate the PAC in any respect whatsoever.

6.3 PAC’S CONTRACT MANAGER

6.3.1 The PAC’s Contract Manager is responsible for managing all operational matters under the Contract; requesting meetings as needed 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.

- 6.3.2** The PAC's Contract Manager is not authorized to make changes to the terms and conditions of the Contract and is not authorized to further obligate the PAC in any respect whatsoever.

6.4 COUNTY'S DEPARTMENTAL CHIEF INFORMATION OFFICER (DCIO)

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

6.5 COUNTY'S DEPARTMENTAL INFORMATION SECURITY OFFICER (DISO)

- 6.5.1** 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.

6.6 AUTHORIZED PERSONS

Upon execution of this Contract, PAC shall provide the Contractor a list of all Authorized Persons who will be permitted to issue Authorized Instructions to the Contractor on Plan's behalf, together with signature specimens of certain Authorized Persons who may execute specific tasks pursuant to the terms of the Contract. The list of Authorized Persons and any changes to such list shall be made in writing to the Contractor and signed by County's Treasurer and Tax Collector or an authorized designee.

Custodian shall provide the Contractor with the names and signature specimens of Authorized Persons who may represent Custodian in its dealings with the Contractor. The PAC, in its sole discretion, may appoint or remove Custodian at any time and shall advise the Contractor accordingly in writing.

The Contractor shall interact with any Authorized Person identified by the PAC or by Plan's Custodian until the PAC notifies the Contractor in writing to the contrary. The Contractor agrees not to furnish any Information, written or oral, to any person not specifically named on the then current list of Authorized Persons; provided, however, that the Contractor may furnish such Information to:

- (i) the personnel of Authorized Persons who customarily have responsibility for communicating or otherwise transferring such

Information to Authorized Persons in the ordinary course of business, and

- (ii) government officials when such Information must be provided to comply with the requirements of the applicable governing authority's laws, regulations or ordinances.

6.7 AUTHORIZED INSTRUCTIONS

The Contractor may, in its discretion, accept verbal Authorized Instructions subject to written confirmation of same from such Authorized Person. All Authorized Instructions, whether written or verbal, shall be confirmed by the Contractor in writing within 48 hours and shall bind the Contractor upon receipt. Where the Contractor acts on a verbal direction prior to receipt of a written confirmation, the Contractor shall not be liable if a subsequent written confirmation fails to conform to the verbal direction.

Plan shall fully protect the Contractor against all loss, liability, claims and demands which result from the Contractor acting in accordance with Authorized Instructions, or for failing to act in the absence of Authorized Instructions, or from misrepresentations made by any Authorized Person; provided, however, the Contractor shall not receive such protection where any Authorized Instructions result in violations of the Contractor's internal policies or applicable law. If the Contractor receives instructions from a source other than an Authorized Person, the Contractor shall not comply with such instructions and shall immediately notify the TTC in writing of such unauthorized instructions.

6.8 PAC REPRESENTATIONS, WARRANTIES AND COVENANTS

PAC represents, warrants, and covenants that this Contract has been duly authorized, executed and delivered by PAC and constitutes the legal, valid and binding agreement and obligation of Plan, enforceable against it in accordance with its terms except insofar as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar limitations on creditors' rights generally and general principles of equity. Plan is not subject to or obligated under any law, rule or regulation of any governmental authority, or any order, injunction or decree, or any agreement that would be breached or violated by the execution, delivery or performance of this Contract by Plan.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

The Contractor shall assign a sufficient number of employees to perform the required work. The Contractor shall appoint at least one authorized on-site

employee to act for the Contractor in every detail and that employee must speak and read fluently in English.

A listing of all Contractor's Administration referenced in the following Subparagraphs is designated in Exhibit F (Contractor's Administration). The Contractor will notify the PAC in writing of any change in the names or addresses shown.

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 a principal officer in the Contractor's office to service this Contract and to act as a liaison for the Contractor in coordinating the performance of services under the Contract. The Contractor shall provide the PAC, in writing, with the name, address, and telephone number of the individual designated to act as the Contract Administrator at the time the Contract is implemented and as changes occur during the Contract Term. Such notification shall be made by the Contractor no later than five business days after a change occurs and will include a current resume for the new Contractor's Contract Administrator.
- 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 the Contractor's compliance with the Contract.
- 7.1.3** The Contractor's Contract Administrator shall be available to meet and confer with the PAC'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/ALTERNATE CONTRACT MANAGER

- 7.2.1** The Contractor shall inform the PAC's Contract Administrator in writing of the name, address, and telephone number of the individual designated to act as the Contractor's Contract Manager and Alternate Contract Manager at the time this Contract is implemented and as changes occur during the Contract Term. Such notification shall be made by the Contractor no later than five business days after a change occurs and will include a current resume for the new Contractor's Contract Manager/Alternate Contract Manager.

- 7.2.2** The Contractor's Contract Manager/Alternate Contract Manager shall have full authority to act on behalf of the Contractor on all matters related to the Contractor's day-to-day activities as related to the Contract and shall coordinate with PAC's Contract Manager on a regular basis.
- 7.2.3** The Contractor's Contract Manager/Alternate Contract Manager shall be available during work hours, 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, for telephone and email contact and to meet as needed with the PAC's Contract Manager to discuss the Contract.
- 7.2.4** The Contractor's Contract Manager/Alternate Contract Manager shall have at least three years' experience in providing class action filing services for a large, defined contribution plan with assets in excess of \$1 billion. The PAC will have the right to approve the assignment or replacement for any Contractor's Contract Manager/Alternate Contract Manager recommended by the Contractor.

7.3 INTENTIONALLY OMITTED

7.4 CONTRACTOR'S EMPLOYEES

- 7.4.1** The Contractor is responsible for providing training and supervising employees assigned to perform services under the Contract. All employees assigned by the Contractor to perform these services shall at all times be employees of the Contractor; and, the Contractor shall have the sole right to hire, suspend, discipline, or discharge them. However, any employee, who in the opinion of the PAC is performing unsatisfactory work, shall be removed from the performance of services related to the Contract immediately upon the written request of the PAC's Contract Manager.
- 7.4.2** The Contractor shall ensure a high standard of conduct of the Contractor's employees, including compliance at all times with all applicable local, state and federal laws and regulations related to class action filing services, and the specific requirements of the Contract.
- 7.4.3** The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training at a minimum must include, but may not be limited to the following topics:

1. **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
2. **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
3. **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
4. **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
5. **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
6. **Privacy:** The Contractor's Privacy Policies and procedures as described in Exhibit C (SOW and Contract Exhibits) Exhibit 3, Section 2b, Privacy Program.

7.4.4 The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

7.5 NOTICE OF PERSONNEL CHANGES

The Contractor shall inform the PAC Contract Manager in writing of the names, addresses, and telephone numbers of the individuals designated to act as Contractor's Contract Administrator, Contract Manager and Financial Manager at the time the Contract is implemented and as changes occur during the term of the Contract. Such notification shall be made by the Contractor no later than five business days after a change occurs and shall include a current resume for the newly designated person. The PAC/TTC shall have the right to approve the assignment or replacement of any personnel by the Contractor.

7.6 APPROVAL OF CONTRACTOR'S EMPLOYEES

PAC/TTC has the absolute right to approve or disapprove all of the Contractor's employees performing work hereunder and any proposed changes in the Contractor's employees, including, but not limited to, the Contractor's Contract Manager provided, however, that such approval by

PAC/TTC shall not be unreasonably withheld, delayed or conditioned. A change in Contractor's Contract Manager or critical senior employees without PAC/TTC approval may result in Contract termination at PAC's discretion.

7.7 CONTRACTOR'S STAFF IDENTIFICATION

The Contractor shall provide, at the Contractor's expense, all staff providing services under the Contract with a photo identification badge. The Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.8 CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

This Contract has been duly authorized, executed and delivered by the Contractor and constitutes the legal, valid and binding agreements and obligations of the Contractor, enforceable against the Contractor in accordance with its terms, except insofar as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar limitations on creditors' rights generally and general principles of equity. The Contractor is not subject to or obligated under any law, rule or regulation of any governmental authority, or any order, injunction or decree, or any contract, that would be breached or violated by the execution, delivery or performance of this Contract by the Contractor. All services which the Contractor provides hereunder shall meet the requirements and standards set forth in this Contract. The Contractor shall promptly correct any errors or omissions within 30 days after request by PAC.

7.9 FIDUCIARY STATUS

Although the Plan is not a plan governed by Employee Retirement Income Security Act of 1974, as amended, ("ERISA"), the parties agree that selected provisions of ERISA, and the applicable regulations, interpretive rulings and judicial opinions ("ERISA Guidelines"), apply to this Contract. Therefore, and notwithstanding anything in the Contract to the contrary, the Contractor acknowledges that it is a fiduciary with respect to the Plan but only to the extent that the Contractor is treated as a "fiduciary," under Section 3(21) of ERISA and any applicable ERISA Guidelines, if the Plan was governed by ERISA. In the event that the Contractor is treated as a fiduciary pursuant to this provision, the Contractor agrees that the standard of care set forth in Section 404 of ERISA will govern the Contractor's discharge of its duties as class action filing services provider to the PAC. The parties agree the Contractor shall not be liable for the actions and services of other providers to the PAC or the Plan.

7.10 BACKGROUND AND SECURITY INVESTIGATIONS

7.10.1 Each of the Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by PAC in PAC's sole discretion, shall undergo and pass a background investigation to the satisfaction of PAC as a condition of beginning and continuing to perform services under this Contract. Typically, the positions required to undergo and pass a background investigation include, but are not limited to, Contractor's Contract Administrator, Contractor's Contract Manager, and staff indicated in Exhibit F (Contractor's Administration).

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 shall not be limited to, criminal conviction information. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion, perjury, convictions involving a controlled substance, convictions involving stolen property, any felony conviction, a misdemeanor conviction involving moral turpitude, or any job-related. 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.

7.10.2 The Contractor shall provide to the TTC the legal name of each person in a designated sensitive position and the dates on which said persons submitted fingerprints to the California DOJ. The Contractor shall provide such information in writing within five calendar days of the date on which the fingerprinting occurred.

7.10.3 A member of Contractor's shall not begin to perform services under the Contract until he/she has successfully passed a background investigation to the satisfaction of the TTC.

7.10.4 During the Contract Term, if the TTC receives a subsequent qualifying 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 immediately comply with the TTC's request.

7.10.5 The County 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 County immediately to receive a copy of the Criminal Offender

Record Information (CORI) obtained from the Department of Justice and through the County's background investigation.

- 7.10.6** The Contractor shall assure that any employee whose background report contains a conviction for a crime and where employment of such person in the position held or to which such employee would be assigned would be prohibited under 12 U.S.C. Section 1820, ERISA or the SEC, as applicable to the employee as a result of such conviction, such employee shall not be associated with the work performed under this Contract.
- 7.10.7** The PAC, in its sole discretion, may immediately deny or terminate facility access to any member of the Contractor's staff that does not pass such investigation to the satisfaction of the PAC or whose background or conduct is incompatible with County facility access.
- 7.10.8** Disqualification of any member of the Contractor's staff pursuant to this Subparagraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this contract.

7.11 CONFIDENTIALITY

- 7.11.1** The Contractor shall maintain the confidentiality of all records and Information obtained from the PAC under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations, directives, guidelines, policies, and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and Information.
- 7.11.2** The Contractor's employees may use Data received from the County only to perform functions as defined by this Contract.
- 7.11.3** 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. The Contractor shall not duplicate, disseminate or disclose any Data except as allowed in this agreement.
- 7.11.4** Access to Data received from the County shall be restricted only to Contractor's employees who need the Data to perform their official duties in the performance of this Contract.
- 7.11.5** The Contractor's 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.

7.11.6 The Contractor shall indemnify, defend, and hold harmless PAC, County, its Special Districts, elected and appointed officers, employees, agents, and volunteers from and against any and all claims, demands, damages, liabilities, judgments, awards, losses, costs, expenses or fees, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to:

- Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information
- any failure by the Contractor, its officers, employees, Agents, or Subcontractors, to comply with this Subparagraph 7.11, as determined by PAC/County in its sole judgment, and/or
- any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's or Subcontractor's systems or networks (including all costs and expenses incurred by the County, if applicable, to remedy the effects of such loss, breach of Confidentiality, or Incident, which at a minimum may include but is not limited to (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Any legal defense pursuant to the Contractor's indemnification obligations under this Subparagraph shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by PAC/County.

7.11.7 Notwithstanding the preceding Subparagraph 7.11.6, PAC/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 PAC/County with a full and adequate defense, as determined by PAC/County in its sole judgment, PAC/County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by PAC/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 PAC/County without PAC/County's prior written approval.

- 7.11.8** The Contractor shall inform all of its officers, employees, Agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.11.9** The Contractor shall sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgment and Confidentiality Agreement).
- 7.11.10** The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgment and Confidentiality Agreement).
- 7.11.11** The Contractor shall cause each non-employee e.g., Subcontractor, agent) performing services covered by this Contract to sign and adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).
- 7.11.12** 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 PAC Contract Administrator whenever changes in personnel occur.

7.12 INTELLECTUAL PROPERTY

No program, process, composition, equipment, appliance, or device, or any trademark, service mark, logo, or any other work or invention of any nature or any other tangible or intangible assets whatsoever developed, provided or used by the Contractor in connection with its performance under this Contract, infringes on any patent, copyright, or trademark of any other person, or is a trade secret of any other person. The Contractor shall indemnify, and hold Plan harmless from all costs finally awarded by a court of competent jurisdiction and any judgment or settlement provided that no such settlement of any such claim shall be made without the Contractor's prior written consent arising out of any actual or alleged infringement of any patent, copyright, or trademark, or trade secret disclosure connected with the Contractor's performance under this Contract, provided that PAC promptly notifies the Contractor of any such claims, permits the Contractor to control the defense or settlement of such claims, and cooperates with all reasonable requests by the Contractor (at Contractor's expense) in defending such claims.

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGE NOTICES AND AMENDMENTS

- 8.1.1** PAC Change Notices: The TTC reserves the right to initiate Change Notices that **do not affect** the scope of work, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the PAC's Contract Administrator.
- 8.1.2** Mutual Agreement to Changes: For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract to the extent such changes is mutually agreed upon by the parties, an Amendment shall be prepared and executed by the Contractor and PAC. However, for changes which would decrease the Contract Sum or payments without affecting the scope of work, term, or any other term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the PAC's Contract Administrator.
- 8.1.3** County Required Changes: 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 PAC reserves the right to add and/or change such provisions as required by the Board or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by PAC's Contract Administrator.
- 8.1.4** PAC Extension of Time to Contract: The PAC may at its sole discretion, authorize extensions of time as set forth in Paragraph 4.0 (Term of Contract), of this Contract. 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 / MERGERS OR ACQUISITIONS

- 8.2.1** The Contractor shall notify the PAC/TTC of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the PAC/TTC of pending acquisitions/mergers, then it should notify the PAC/TTC of the actual acquisitions/mergers as soon as the law allows and provide to the PAC/TTC the legal framework that restricted it from notifying the PAC/TTC prior to the actual acquisitions/mergers.

- 8.2.2** 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 PAC, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, PAC consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the PAC to any approved delegatee or assignee on any claim under this Contract shall be deductible, at PAC's sole discretion, against the claims, which the Contractor may have against the PAC.
- 8.2.3** Shareholders, partners, members, or other equity holders of the 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 the 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 PAC in accordance with applicable provisions of this Contract. However, an equity ownership adjustment or other administrative change of Contractor, which does not result in a change of actual management or ownership of Contractor, shall require the written consent of TTC, or his designee, not a written amendment to the Contract. Any such written consent shall become part of this Contract.
- 8.2.4** 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 PAC 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, PAC shall be entitled to pursue the same remedies against the 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 Contractor represents and warrants that the Services will be performed in a professional, competent, and timely manner by appropriately qualified Contractor staff in accordance with this Contract and consistent with industry best practices.

8.3.3 The Contractor represents and warrants that there is no pending or threatened litigation that would have a material adverse impact on its performance under the Contract.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, 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 term of this Contract (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 business days after Contract effective date, the Contractor shall provide the PAC's Contract Administrator 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 business days for County 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 PAC's Contract Manager of the status of the investigation within five business days of receiving the complaint unless otherwise specified in Exhibit A (SOW).
- 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 PAC's Contract Manager within three business days of mailing to the complainant unless otherwise specified in Exhibit A (SOW).

8.6 COMPLIANCE WITH APPLICABLE LAW

In the performance of this Contract, the Contractor shall comply with all applicable foreign, international, federal, state, County and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, registrations, filings, approvals, authorizations, consents and examinations, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

- 8.6.1** The Contractor shall indemnify, defend, and hold harmless PAC, 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 any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures as determined by PAC in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Subparagraph shall be conducted by the Contractor and performed by the Counsel selected by the Contractor and approved by PAC. Notwithstanding the preceding sentence, PAC 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 PAC with a full and adequate defense, as determined by PAC in its sole judgment, PAC shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by PAC in doing so. The 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 PAC/County without PAC/County's prior written approval.

- 8.6.2** To the extent permitted by applicable Federal, State, and local laws, as soon as practicable after and, in any event, within 15 days of actually learning of any of the following changes, the Contractor shall notify PAC in writing about: (i) the Contractor becoming aware that any of the Contractor's representations, warranties and covenants set forth herein cease to be true at any time during the term of this Contract; (ii) any material change in the Contractor's senior personnel assigned to perform services under this Contract; (iii) any change in control of the Contractor; or (iv) the Contractor becoming aware of any other material change in the Contractor's business organization, including without limitation the filing for bankruptcy relief.
- 8.6.3** To the extent permitted by applicable Federal, State, and local laws, the Contractor shall promptly advise PAC in writing of any investigation, examination or other proceeding involving the Contractor which is commenced by any governmental regulatory agency, not conducted in the ordinary course of the Contractor's business, and which in the reasonable judgment of the Contractor could have a material adverse effect upon its ability to provide services as set forth in Exhibit A (SOW).

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

8.8 INTENTIONALLY OMITTED

8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.9.1 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.

8.9.2 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) the 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. The Contractor's violation of this Subparagraph, of this Contract, may constitute a material breach of this Contract. In the event of such material breach, PAC may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County/Plan contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

8.10.1 No PAC or County employee whose position with the PAC or 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 PAC's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence the PAC's approval or ongoing evaluation of such work.

8.10.2 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 PAC. 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.

8.11 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.

8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.12.1 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 and BSERVICES@WDACS.LACOUNTY.GOV to obtain a list of qualified GAIN/GROW job candidates.

8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 RESPONSIBLE CONTRACTOR

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

8.13.2 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.

8.13.3 NON-RESPONSIBLE CONTRACTOR

The County may debar the Contractor if the PAC/Board finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the PAC/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 Plan/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 Plan/County or any other public entity.

8.13.4 CONTRACTOR HEARING BOARD

1. If there is evidence that the Contractor may be subject to debarment, the TTC 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 TTC shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five years, the Contractor may after the debarment has been in effect for at least five years, 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 of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 SUBCONTRACTORS OF CONTRACTOR

These terms shall also apply to Subcontractors of the Contractor.

8.14 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 Plan Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in Exhibit I, 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. Information and posters for printing are available at www.babysafela.org.

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

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

8.15.2 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 term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act ([42 USC Section 653a](#)) and [California Unemployment Insurance Code Section 1088.5](#), and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to [Code of Civil Procedure Section 706.031](#) and [Family Code Section 5246\(b\)](#).

8.16 COUNTY'S QUALITY ASSURANCE PLAN

The PAC or its agent will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor's deficiencies, which the PAC's Contract Manager determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected, will be reported to the PAC, the Board, and listed in the appropriate Contractor performance database.

The report to the PAC and the Board will include improvement/corrective action measures taken by the PAC's Contract Administrator and the Contractor. If improvement does not occur consistent with the corrective

action measures, the PAC may terminate this Contract or impose other penalties as specified in this Contract.

8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

8.17.1 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 or 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 days after the occurrence.

8.17.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. The Contractor shall repay all costs for such repairs incurred by County as determined by County by cash payment upon demand.

8.18 EMPLOYMENT ELIGIBILITY VERIFICATION

8.18.1 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.

8.18.2 The Contractor shall indemnify, defend, and hold harmless, the County, PAC, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the PAC or both in connection with any alleged violation by the Contractor of any Federal and State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.19 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or

electronic copies hereof shall be deemed to constitute duplicate originals. The PAC 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 Change Notices and/or Amendments prepared pursuant to Subparagraph 8.1 (Change Notices and Amendments) and 8.36 (Notices), of this Contract, and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Change Notices and/or Amendments to this Contract.

8.20 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, PAC 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/PAC may be found jointly or solely liable.

8.21 FORCE MAJEURE

8.21.1 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 events").

8.21.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subparagraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.

- 8.21.3** 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.

8.22 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 of Los Angeles.

8.23 INDEPENDENT CONTRACTOR STATUS

- 8.23.1** This Contract is by and between the PAC 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 PAC 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.

- 8.23.2** 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. Neither the County nor the PAC shall have any 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.

- 8.23.3** 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 or PAC. 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.

- 8.23.4** The Contractor shall adhere to the provisions stated in Subparagraph 7.11 (Confidentiality).

8.24 INDEMNIFICATION

Indemnification of Plan: The Contractor shall reimburse the Plan for, and shall indemnify, defend and hold harmless the County, the Plan(s), PAC, its officers, fiduciaries (excluding the Contractor) and employees and agents, from and against any and all claims, demands, damages, liabilities, losses, suits, costs, charges, expenses including, without limitation, defense costs, accounting and other expert, consulting, or professional fees, reasonable attorneys' fees and court costs, judgments, fines and penalties ("Claims"), arising from, connected with or relating in any manner to any bad faith, negligence, misconduct, misrepresentation, infringement of intellectual property rights, breach of the Standard of Care or breach of Contract by the Contractor, its officers, employees, agents, or Subcontractors, acting or failing to act in connection with this Contract, as determined by PAC in its sole judgment. Any legal defense pursuant to Contractor's indemnification and hold harmless obligations under this Paragraph 8.24 shall be conducted by Contractor and performed by the counsel selected by Contractor and approved by PAC, which approval shall not be unreasonably withheld. Notwithstanding the preceding sentence, PAC 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 PAC with a full and adequate defense, as determined by PAC in its sole reasonable judgment, PAC shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by 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 County and/or PAC without County and/or PAC's prior written approval. This indemnification and hold harmless provision shall survive the expiration or other termination of this Contract.

8.25 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting the Contractor's indemnification of County and PAC, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs 8.25 and 8.26 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 the Contractor pursuant to this Contract. The County and PAC in no way warrant that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.25.1 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY

1. Certificate(s) of insurance coverage (COI(s)) satisfactory to PAC, and a copy of an Additional Insured endorsement confirming County and PAC has been given Insured status under the Contractor's General Liability policy, shall be delivered to PAC at the address shown below and provided prior to commencing services under this Contract.
2. Renewal COIs shall be provided to PAC not less than ten days prior to the Contractor's policy expiration dates. The PAC reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
3. COIs 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 COI shall match the name of the Contractor identified as the contracting party in this Contract. COIs shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any PAC required endorsement forms.
4. Neither the County's or the PAC's failure to obtain, nor the County's or PAC's receipt of, or failure to object to a non-complying COI 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.
5. COIs and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Treasurer and Tax Collector
Contracts Section
500 West Temple Street, Room 464
Los Angeles, California 90012

6. The Contractor also shall promptly report to PAC/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

Plan's property, monies or securities entrusted to the Contractor. The Contractor also shall promptly notify PAC 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 PAC.

7. In the event that the Contractor fails to comply with any of the Indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.25.2 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

The PAC and County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively PAC, 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 PAC, County and its Agents. PAC, 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, PAC, and/or its Agents. The full policy limits and scope of protection also shall apply to the PAC, County and its Agents as additional insureds, even if they exceed the minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.25.3 CANCELLATION OF OR CHANGES IN INSURANCE

The Contractor shall provide PAC with, or the Contractor's insurance policies shall contain a provision that PAC 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 PAC 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 PAC, upon which the PAC may suspend or terminate this Contract.

8.25.4 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 PAC immediately may withhold payments due to the Contractor, and/or suspend or terminate this Contract. PAC, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the PAC 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.

8.25.5 INSURER FINANCIAL RATINGS

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

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

8.25.7 WAIVERS OF SUBROGATION

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against PAC and 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.

8.25.8 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

The Contractor shall include all Subcontractors as insureds under the Contractor's own policies or shall provide 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 PAC and the Contractor as additional insureds on the Subcontractor's General Liability policy. The Contractor shall obtain PAC's prior review

and approval of any Subcontractor request for modification of the Required Insurance.

8.25.9 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRS)

The Contractor's policies shall not obligate the PAC to pay any portion of any Contractor deductible or SIR. The PAC retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the PAC, 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.

8.25.10 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. The Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

8.25.11 APPLICATION OF EXCESS LIABILITY COVERAGE

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

8.25.12 SEPARATION OF INSURED

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.

8.25.13 ALTERNATIVE RISK FINANCING PROGRAMS

The PAC 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 PAC shall be designated as an Additional Covered Party under any approved program.

8.25.14 PAC REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

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

8.26 INSURANCE COVERAGE

8.26.1 COMMERCIAL GENERAL LIABILITY

Insurance providing scope of coverage equivalent to ISO policy form CG 00 01, naming PAC, County, and its Agents as an additional insured, with limits of not less than:

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

8.26.2 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 the Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.26.3 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 the 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 PAC as the Alternate Employer. The written notice shall be provided to the PAC 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. 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.

8.26.4 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

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

8.26.5 CRIME COVERAGE

A Fidelity Bond or Crime Insurance policy with limits of not less than \$200,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to 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.

8.26.6 PRIVACY/NETWORK SECURITY (CYBER) LIABILITY

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate during the Contract Term, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of PAC/County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or deliver of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy. Please note that the limit above is the minimum limit, and the County reserves the

right to increase this limit based on its final assessment of the project during contract negotiations.

8.27 LIQUIDATED DAMAGES

- 8.27.1** If, in the judgment of PAC, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, PAC, in addition to, or in lieu of, other remedies provided herein, may withhold the entire quarterly 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 Plan, will be forwarded to the Contractor by PAC, in a written notice describing the reasons for said action.
- 8.27.2** If PAC determines that there are deficiencies in the performance of this Contract that PAC deems correctable by the Contractor over a certain time span, PAC will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, PAC may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the 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 time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be as specified in the Statement of Work and Contract Exhibit 2 (Performance Requirements Summary (PRS) Chart), of Exhibit C (SOW and Contract Exhibits), of the SOW, hereunder, and that the Contractor shall be liable to the Plan for liquidated damages in said amount. Said amount shall be deducted from the Plan's payment to the Contractor; and/or (c) Upon giving five days' notice to the Contractor for failure to correct the deficiencies, the Plan may correct any and all deficiencies and the total costs incurred by the Plan for completion of the work by an alternate source, whether it be PAC forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the Plan, as determined by the PAC.
- 8.27.3** The action noted in Subparagraph 8.27.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the Plan cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.27.4 This Subparagraph shall not, in any manner, restrict or limit the PAC's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subparagraph 8.27.2, and shall not, in any manner, restrict or limit the PAC's right to terminate this Contract as agreed to herein.

8.28 INTENTIONALLY OMITTED

8.29 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the Contract Term 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 Plan.

8.30 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.30.1 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.

8.30.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

8.30.3 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.

8.30.4 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, or physical or mental disability, marital status, or political affiliation.

8.30.5 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 project, program, or activity supported by this Contract.

8.30.6 The Contractor shall allow County/PAC representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of Subparagraph 8.30 (Nondiscrimination and Affirmative Action), of this Contract, when so requested by the PAC.

8.30.7 If the PAC finds that any provisions of Subparagraph 8.30 (Nondiscrimination and Affirmative Action), of this Contract, have been violated, such violation shall constitute a material breach of this Contract upon which the PAC may terminate or suspend this Contract. While the PAC 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 PAC that the Contractor has violated the anti-discrimination provisions of this Contract.

8.30.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the PAC 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.

8.31 NON EXCLUSIVITY

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

8.32 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

business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.33 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 Subparagraph 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 Subparagraph, 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.

8.33.1 Contractor and PAC agree to act with urgency to mutually resolve any disputes, which may arise with respect to this contract. All such disputes shall be subject to the provisions of this Subparagraph 8.33, 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.

8.33.2 Contractor and PAC 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 PAC determines should be delayed as a result of such dispute.

8.33.3 If Contractor fails to continue without delay its performance hereunder which the PAC, 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 PAC 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 PAC for such costs. Contractor shall promptly reimburse the PAC for such PAC costs, as determined by the PAC, or PAC may deduct all such additional costs from any amounts due to the Contractor from the PAC.

8.33.4 If PAC fails to continue without delay to perform its responsibilities under this Contract, which PAC determines should not be delayed as a result of such dispute, then any additional costs incurred by the Contractor or the PAC as a result of PAC's failure to continue to so perform shall be borne by the PAC, and PAC shall make no

claim whatsoever against the Contractor for such costs. PAC shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by the PAC.

- 8.33.5** In the event of any dispute between the parties with respect to this Contract, Contractor and PAC shall submit the matter to their respective Contract Managers for the purpose of endeavoring to resolve such dispute.
- 8.33.6** 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.
- 8.33.7** 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.
- 8.33.8** 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.
- 8.33.9** 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 8.33 (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.
- 8.33.10** Notwithstanding any other provision of this Contract, PAC's right to terminate this Contract or to seek injunctive relief to enforce the provisions of Subparagraph 7.11 (Confidentiality) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of PAC's rights and shall not be deemed to impair any claims that the County may have against the Contractor or PAC's rights to assert such claims

after any such termination or such injunctive relief has been obtained.

8.33.11 Contractor shall bring to the attention of the PAC's Contract Manager and/or PAC's Contract Administrator any dispute between the PAC and the Contractor regarding the performance of services as stated in this Contract.

8.34 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 [Internal Revenue Service Notice No. 1015](#).

8.35 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, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law). Additional information is available at <https://www.babysafela.org/>.

8.36 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 Exhibit E (PAC's Administration) and Exhibit F (Contractor's Administration), or via facsimile representation, email, or electronic signature pursuant to Subparagraph 8.19 (Counterparts and Electronic Signatures and Representations). Addresses may be changed by either party giving ten days' prior written notice thereof to the other party. The Treasurer and Tax Collector, or a designee authorized by the Treasurer and Tax Collector, shall have the authority to issue all notices or demands required or permitted by the PAC under this Contract.

8.37 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the PAC agree that, during the Contract Term 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.

8.38 CALIFORNIA PUBLIC RECORDS ACT

Any documents submitted by the Contractor; all Information obtained in connection with the PAC's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subparagraph 8.40 (Record Retention and Inspection/Audit Settlement), of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals used in the solicitation process for this Contract, become the exclusive property of the Plan. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the [California Government Code Section 6250](#) et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The Plan 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.

In the event the Plan or County is required to defend an action on a Public Records Act request for any of the aforementioned documents, Information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Contractor agrees to defend and indemnify the Plan from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.39 PUBLICITY

8.39.1 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 PAC shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

1. The Contractor shall develop all publicity material in a professional manner; and
2. During the Contract Term, 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 or the PAC without the prior written consent of the PAC's Contract Administrator. The PAC shall not unreasonably withhold written consent.

- 8.39.2** The Contractor may, without the prior written consent of PAC, indicate in its proposals and sales materials that it has been awarded this Contract with the PAC, provided that the requirements of this Subparagraph 8.39 shall apply.

8.40 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 8.40.1** 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 PAC, 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 PAC during the Contract Term and for a period of five years thereafter unless the PAC'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 of the County, then, at the County's option, the Contractor shall pay the PAC's designee for travel, per diem, and other costs incurred by the PAC's designee to examine, audit, excerpt, copy, or transcribe such material at such other location. At PAC's request, Contractor shall provide such materials in digital format.
- 8.40.2** 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 A-C within 30 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 PAC shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.40.3** Failure on the part of the Contractor to comply with any of the provisions of Subparagraph 8.40 (Record Retention and Inspection/Audit Settlement), of this Contract, shall constitute a material breach of this Contract upon which the PAC may terminate or suspend this Contract.

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

8.40.5 FINANCIAL STATEMENTS AND PENDING LITIGATION

Beginning one year after the effective date of this Contract and every year thereafter until the expiration of this Contract, Contractor shall submit to PAC a complete set of financial statements, audited if available, for the preceding 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 the Contractor last reported same to the PAC. PAC reserves the right to request these audited financial statements on a more frequent basis and will so notify the Contractor in writing. All financial statements will be kept confidential, only if stamped or marked as confidential on each page of the financial statement.

8.41 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.

8.42 SUBCONTRACTING

8.42.1 If the Contractor desires to subcontract, the work requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the Treasurer and Tax Collector or designee in conjunction with the approval of County's Chief Information Security Officer and/or Chief Privacy Officer.** Any attempt by the Contractor to subcontract

without the prior consent of the above parties may be deemed a material breach of this Contract.

- 8.42.2** Following written approval by the Treasurer and Tax Collector or designee in conjunction with County's Chief Information Security Officer and/or Chief Privacy Officer, the PAC's Contract Administrator is authorized to act for and on behalf of the PAC with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract, Contractor shall forward a fully executed subcontract to the PAC for its files.
- 8.42.3** After the Contractor has engaged an approved Subcontractor, the Contractor shall provide the following information promptly at the PAC's request and prior to any work being performed by the Subcontractor:
1. A description of the work to be performed by the Subcontractor;
 2. A draft copy of the proposed subcontract; and
 3. Written agreement from each Subcontractor and/or third party, certifying it shall comply with and be bound by the applicable terms of Exhibit 3, Information Security and Privacy Requirements, of Exhibit C (SOW and Contract Exhibits); and
 4. Other pertinent information and/or certifications requested by the PAC.
- 8.42.3** The Contractor shall indemnify and hold the PAC and County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
- 8.42.4** 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 PAC approval of the Contractor's proposed subcontract.
- 8.42.5** The PAC's consent to subcontract shall not waive the PAC'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 PAC's right.
- 8.42.7** 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 PAC's consent to subcontract.

- 8.42.8** The Contractor shall obtain COIs, which establish that the Subcontractor maintains all the programs of insurance required by the PAC from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, the Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Treasurer and Tax Collector
Contracts Section
500 West Temple Street, Room 464
Los Angeles, California 90012

8.43 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 8.15 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), of this Contract, 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 PAC may terminate this Contract pursuant to Subparagraph 8.45 (Termination for Default), of this Contract, and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.44 TERMINATION FOR CONVENIENCE

- 8.44.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the PAC, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by a 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 calendar days after the notice is sent. In no event shall PAC's termination of this Contract pursuant to Subparagraph 8.44 (Termination for Convenience), of this Contract, be deemed a waiver of Plan's right to make a claim against the Contractor for damages resulting from any default by the Contractor or its Agents which occurred prior to the effective termination date.

8.44.2 After receipt of a Notice of Termination and except as otherwise directed by the PAC, the Contractor shall:

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

8.44.3 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 8.40 (Record Retention and Inspection/Audit Settlement), of this Contract.

8.45 TERMINATION FOR DEFAULT

8.45.1 The PAC may, by written notice to the Contractor, terminate the whole or any part of this Contract if in the judgment of the PAC's Contract Administrator:

1. Contractor or any of its Agents materially breached this Contract; or
2. Contractor or any of its Agents fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
3. 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 working days (or such longer period as the PAC may authorize in writing) after receipt of written notice from the PAC specifying such failure; or
4. Without prior notice or cure if the Contractor or any of its Agents materially breaches any of the warranties, representations and covenants made in Subparagraph 7.8 (Contractor's Representations, Warranties and Covenants), of this Contract, so as to adversely affect Plan; or
5. Without prior notice or cure if the Contractor is subject to criminal investigation, indictment or conviction, or is found civilly or criminally liable by a trial court, judge or administrative panel in connection with any matter involving breach of trust or fiduciary duty, fraud, theft, or moral turpitude; or

6. Without prior notice or cure if the Contractor attempts or purports to assign this Contract, or any portion thereof, or any of its rights or obligations hereunder, without the prior written consent of PAC, except as provided in Subparagraph 8.2 (Assignment and Delegation/Mergers or Acquisitions), of this Contract.

8.45.2 In the event that the PAC terminates this Contract in whole or in part as provided in Subparagraph 8.45 (Termination for Default), of this Contract, the PAC may procure, upon such terms and in such manner as the PAC may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the Plan for any and all excess costs incurred by the Plan, as determined by the PAC, 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.

8.45.3 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 8.45.2, of this Contract, 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.

8.45.4 If after the PAC has given notice of termination under the provisions of Subparagraph 8.45 (Termination for Default), of this Contract, it is determined by the PAC that the Contractor was not in default under the provisions of Subparagraph 8.45, (Termination for Default), of this Contract, or that the default was excusable under the provisions of Subparagraph 8.45.3, of this

Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.44 (Termination for Convenience), of this Contract.

- 8.45.5** The rights and remedies of PAC provided in Subparagraph 8.45 (Termination for Default), of this Contract, 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 IMPROPER CONSIDERATION

- 8.46.1** The PAC 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 PAC shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.46.2** The Contractor shall immediately report any attempt by a PAC/County officer or employee to solicit such improper consideration. The report shall be made either to the PAC/County manager charged with the supervision of the employee or to the County A-C's Employee Fraud Hotline at (800) 544-6861.
- 8.46.3** Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.47 TERMINATION FOR INSOLVENCY

- 8.47.1** PAC may terminate this Contract forthwith in the event of the occurrence of any of the following:
1. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

2. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
3. The appointment of a Receiver or Trustee for the Contractor; or
4. The execution by the Contractor of a general assignment for the benefit of creditors.

8.47.2 The rights and remedies of the Plan provided in this Subparagraph 8.47 (Termination for Insolvency), of this Contract, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.48 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [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 PAC may in its sole discretion, immediately terminate or suspend this Contract.

8.49 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.

8.50 USE OF COUNTY SEAL AND/OR TTC LOGOS

The PAC/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 (hereafter collectively "County Seals"). Contractor shall not use or display the official County Seals on any of its letterhead or other communications with any businesses, or for any other reason without the written consent of the PAC/County.

8.51 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.

8.52 WAIVER

No waiver by the PAC of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the PAC 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 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.53 WARRANTY AGAINST CONTINGENT FEES

8.53.1 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.

8.53.2 For breach of this warranty, the PAC 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.

8.54 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 the 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 Contract Term will maintain compliance with [County Code Chapter 2.206](#).

8.55 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 8.54 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program), of this Contract, 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](#).

8.56 RIGHTS, REMEDIES AND RESPONSIBILITIES UPON TERMINATION

In the event of any termination of this Contract, all of the terms and conditions herein shall continue to apply through the effective termination date and through any period following such date, during which period the Contractor and its Agents shall continue to perform the services required hereunder in order to complete any transactions pending on the effective termination date and to facilitate an orderly transition to a successor Contractor ("Transition Period"). Such Transition Period shall not exceed 12 months after the effective termination date. The following provisions shall also apply to any termination of this Contract:

8.56.1 RIGHT TO SUSPEND PERFORMANCE

Immediately upon giving any Notice of Termination pursuant to Subparagraphs 8.44 (Termination for Convenience) and 8.45 (Termination for Default), of this Contract, PAC may, to the extent it deems necessary or appropriate, suspend, to the extent possible, the authority of the Contractor or its Agents to perform any or all of the acts and services described in this Contract including, without limitation, the right to enter into any contract binding upon PAC ("Notice of Suspension"). PAC may include such Notice of Suspension in the Notice of Termination or submit it in a separate written notice.

8.56.2 POST-TERMINATION RESPONSIBILITIES

If either party terminates this Contract, and unless otherwise expressly directed by PAC, the Contractor and its Agents shall: (a) subject to the Contractor's obligations under Subparagraph 8.56.7 (Good Faith Transfer), of this Contract, take all necessary steps to stop services under this Contract on the effective termination date and to the extent specified in the Notice of

Termination; (b) continue to perform those services, if any, which have not been terminated by the Notice of Termination, including any and all identified in SOW Subparagraph 3.7, Post-Termination; (c) continue to process all payments due, and complete all other transactions pending on the effective termination date; and (d) deliver to PAC/County or third party designated by PAC/County, in good form, any Property which Contractor or its Agents hold in or for PAC Account, pursuant to PAC instructions.

8.56.3 TERMINATION INVOICE

Following the effective termination date of this Contract, the Contractor shall submit to PAC, in the form and with any reasonable certifications as may be prescribed by PAC, the Contractor's final invoice ("Termination Invoice"). The Termination Invoice shall prorate the Contractor's fees and expenses, on a daily basis, for work already performed but for which the Contractor has not been compensated through the effective termination date, in accordance with the then current Exhibit B (Pricing Schedule). The Contractor shall submit such Termination Invoice no later than three months after the effective termination date. Upon the Contractor's failure to submit its Termination Invoice within the time allowed, PAC may determine, on the basis of information available to PAC, and with notice to the Contractor, the amount, if any, due to the Contractor and such determination shall be deemed final. After PAC has made such determination, or after the Contractor has submitted its Termination Invoice and subject to the provisions of Subparagraphs 5.5.7 (County Approval of Invoices) and 5.5.8 (Disputed Fees), of this Contract, PAC shall make payment to the Contractor.

8.56.4 PAYMENT WITHHELD FOR DEFAULT

PAC shall not authorize and shall withhold payment for those parts of this Contract that PAC terminated for default pursuant to Subparagraph 8.45 (Termination for Default), of this Contract. Payment for services which PAC received prior to such default will be determined in accordance with Subparagraph 8.56.3 (Termination Invoice), of this Contract.

8.56.5 NEW SERVICE PROVIDER; EXCESS COSTS

If PAC terminates this Contract for default pursuant to Subparagraph 8.45 (Termination for Default), of this Contract, PAC may procure from a third party, upon such terms and in such

manner as PAC deems appropriate, services similar to those services terminated. The Contractor shall be liable to PAC for Excess Costs for a period not to exceed 180 calendar days; provided, however, the Contractor shall not be liable for any Excess Costs if Contractor's or its Agents' failure to perform arises from causes beyond the control and without the fault or negligence of the Contractor or its Agents, including but not limited to causes of Force Majeure. The Contractor and its Agents shall continue to perform those provisions of this Contract, if any, that have not been terminated, to the extent possible.

8.56.6 EXCUSABLE DEFAULT

If, after PAC issues a Notice of Termination for Default pursuant to Subparagraph 8.45 (Termination of Default), of this Contract, it is determined for any reason that the Contractor and its Agents was/were not in default, or that such default was excusable, then the rights and obligations of the parties shall be the same as if PAC had issued a Notice of Termination for Convenience pursuant to Subparagraph 8.44 (Termination for Convenience), of this Contract. PAC will notify the Contractor of the same.

8.56.7 GOOD FAITH TRANSFER

Upon any termination of this Contract by either party and to the extent mutually agreed, the Contractor shall continue to serve hereunder at the then existing compensation level until a successor class action filing services provider is appointed and the services provided hereunder are transferred to such successor provider. The Contractor and its Agents shall cooperate in good faith with PAC and the successor provider to effect a smooth and orderly transfer to such successor provider. Upon termination of this Contract, the Contractor and its Agents shall retain all Plan Records according to the record retention provisions set forth in Subparagraph 8.40 (Record Retention and Inspection/Audit Settlement), of this Contract.

8.56.8 PROPERTY FREELY TRANSFERABLE

In the event of any termination of this Contract, all Plan Property held by the Contractor and its Agents shall remain freely transferable without additional consideration.

8.56.9 CUMULATIVE NATURE OF RIGHTS AND REMEDIES

The rights and remedies of the parties provided by Subparagraph 8.56 (Rights, Remedies and Responsibilities upon Termination), of this Contract, are not exclusive, but cumulative and in addition

to any other rights and remedies provided by law, in equity or under any of the provisions of this Contract.

8.57 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.

8.58 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

If the Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the PAC/County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under the Contract. The PAC/County will not be under any obligation to disclose confidential Information regarding the offenses other than those required by law.

Disqualification of any member of the Contractor's staff pursuant to this Subparagraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.59 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

The Contractor shall comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#), Employment Discrimination: Conviction History. The 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 PAC may, in its sole discretion, terminate the Contract.

8.60 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination,

harassment, retaliation, and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.61 LICENSES, PERMITS, REGISTRATIONS, AND PROFESSIONAL CERTIFICATIONS

The Contractor shall maintain all licenses, permits, registrations, and/or professional certifications required by law, applicable to its legal business structure, and necessary to perform services under the Contract. The Contractor shall ensure the same of all of its officers, employees, and agents who perform services under this Contract and shall maintain all such licenses, permits, registrations, and professional certifications throughout the Contract Term and any term extensions and/or option periods exercised by the County. The Contractor shall provide evidence of such to the County within five calendar days of written request.

8.62 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration or other termination of this Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR BUSINESS REQUIREMENTS

The Contractor shall be qualified to do business in the State of California.

9.2 PAC/COUNTY DATA

All PAC/County Data provided or made accessible by the PAC/County to the Contractor is and shall remain the property of the PAC/County. Upon termination or expiration of the Contract for any reason, or upon

PAC/County's written request at any time, the Contractor shall provide the PAC/County, at no additional cost and no later than 15 calendar days after the termination, expiration or the PAC/County's request, any PAC/County Data or other proprietary Data belonging to the PAC/County. Such Data will be provided to the PAC/County or a third party designated by the PAC/County on an external media drive in a platform-agnostic format or in any specific format reasonably requested by the PAC/County. At the PAC/County's option, the Contractor shall destroy all originals and copies of all such Data and other related Information or documents.

9.3 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.3.1** County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter materials) which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.3.2** During the term of this Contract and for five years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all Information contained therein.
- 9.3.3** Any and all materials, software, and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the PAC's Contract Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4** The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

- 9.3.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Subparagraph 9.4 (Patent, Copyright and Trade Secret Indemnification), of this Contract, for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.3.6** All the rights and obligations of Subparagraph 9.3 (Ownership of Materials, Software and Copyright), of this Contract, shall survive the expiration or other termination of this Contract.

9.4 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

- 9.4.1** The Contractor shall indemnify, hold harmless and defend PAC/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 or unauthorized disclosure and shall or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. The PAC/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.
- 9.4.2** 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 PAC/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 PAC/County's continued use of the system is not materially impeded, shall either:
1. Procure for PAC/County all rights to continued use of the questioned equipment, part, or software product; or
 2. Replace the questioned equipment, part, or software product with a non-questioned item; or
 3. Modify the questioned equipment, part, or software so that it is free of claims.
- 9.4.3** 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.

9.5 INFORMATION SECURITY AND PRIVACY REQUIREMENTS

Contractor shall comply with Exhibit 3, Information Security and Privacy Requirements, of Exhibit C (SOW and Contract Exhibits). The Information Security and Privacy Requirements applies to both Contractors and their Subcontractors.

Contractor shall be required to certify that they are in full compliance with the provisions of the Information Security and Privacy Requirements and shall maintain compliance during the term of this Contract. Failure to maintain compliance, or to timely cure defects, may be cause for Contract termination or initiation of debarment proceedings against the non-compliant Contractor ([Los Angeles County Code, Chapter 2.202](#)).

9.6 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM (IF APPLICABLE)

- 9.6.1** This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the County Code](#).
- 9.6.2** 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 LSBE.
- 9.6.3** 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 LSBE.
- 9.6.4** If the Contractor has obtained County certification as a LSBE 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 PAC any difference between the contract amount and what the PAC 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% 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 its status would no longer be eligible for certification, and fails to notify the State and the County Department Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.7 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM (IF APPLICABLE)

- 9.7.1** This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the County Code](#).
- 9.7.2** 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 SE.
- 9.7.3** 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 SE.
- 9.7.4** If the Contractor has obtained County certification as a SE 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, the Contractor 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) above, the Contractor will be assessed a penalty in an amount of not more than 10% 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 Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.8 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM (IF APPLICABLE)

- 9.8.1** 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](#).
- 9.8.2** 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.
- 9.8.3** 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.
- 9.8.4** If the Contractor has obtained certification as a DVBE 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, the Contractor 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) above, the Contractor will be assessed a penalty in an amount of not more than 10% 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).

Notwithstanding any other remedies in this contract, 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 the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

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IN WITNESS WHEREOF, the PAC and County have caused this Contract to be executed by the Chair of the PAC and the Contractor has caused this Contract to be executed by its duly authorized representative on the day, month and year first above written.

[CONTRACTOR COMPANY NAME]:

By _____

Name _____

Title _____

COUNTY OF LOS ANGELES
DEFERRED COMPENSATION AND THRIFT
PLAN ADMINISTRATIVE COMMITTEE

By _____
Chair, Plan Administrative Committee

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By _____
RICHARD D. BLOOM
Principal Deputy County Counsel

EXHIBITS

- A STATEMENT OF WORK
 (NOT ATTACHED TO SAMPLE)
- A1 STATEMENT OF WORK EXHIBITS
 (NOT ATTACHED TO SAMPLE)
- B PRICING SCHEDULE
 (NOT ATTACHED TO SAMPLE)
- C STATEMENT OF WORK AND CONTRACT EXHIBITS
 (NOT ATTACHED TO SAMPLE)
- D CONTRACTOR'S EEO CERTIFICATION
- E PAC'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
 - G1 CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY
 AGREEMENT
 - G2 CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
 CONFIDENTIALITY AGREEMENT
 - G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND
 CONFIDENTIALITY AGREEMENT
- H JURY SERVICE ORDINANCE (CONTRACTOR EMPLOYEE JURY SERVICE)
- I SAFELY SURRENDERED BABY LAW
- J DEFAULTED PROPERTY TAX REDUCTION PROGRAM

STATEMENT OF WORK

NOT ATTACHED TO SAMPLE

STATEMENT OF WORK EXHIBITS

NOT ATTACHED TO SAMPLE

PRICING SCHEDULE

NOT ATTACHED TO SAMPLE

STATEMENT OF WORK AND CONTRACT EXHIBITS

NOT ATTACHED TO SAMPLE

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

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

In accordance with [Section 4.32.010 of the Code of the County of Los Angeles](#), the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

PAC'S ADMINISTRATION

CONTRACT NO. _____

PAC'S CONTRACT ADMINISTRATOR:

Name: Teresa Gee
Title: Chief Public Finance Officer
Address: 500 West Temple Street, Room 432
Los Angeles, CA 90012
Telephone: (213) 974-8359
Facsimile: (213) 625-2249
Email Address: tgee@ttc.lacounty.gov

PAC'S CONTRACT MANAGER:

Name: Herbert Nishii
Title: Senior Finance Analyst
Address: 500 West Temple Street, Room 432
Los Angeles, CA 90012
Telephone: (213) 974-2335
Facsimile: (213) 625-2249
Email Address: hnishii@ttc.lacounty.gov

PAC'S ADMINISTRATION

CHIEF INFORMATION SECURITY OFFICER

Name: Ralph Johnson
Title: Chief Information Security Officer
Address: 320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Telephone: (213) 253-5600
Email Address: CISO-CPO_Notify@lacounty.gov

CHIEF PRIVACY OFFICER

Name: Lillian Russell
Title: Chief Privacy Officer
Address: 320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Telephone: (213) 351-5363
Email Address: CISO-CPO_Notify@lacounty.gov

COUNTY DEPARTMENTAL CHIEF INFORMATION OFFICER (DCIO)

Name: Matthew Der
Title: Departmental Chief Information Officer
Address: 500 West Temple Street, Room 409
Los Angeles, CA 90012
Telephone: (213) 974-7618
Facsimile: (213) 217-4974
Email: mdr@ttc.lacounty.gov

COUNTY DEPARTMENTAL INFORMATION SECURITY OFFICER (DISO)

Name: David Cicero
Title: Departmental Information Security Officer I
Address: 500 West Temple Street, Room 409
Los Angeles, CA 90012
Telephone: (213) 974-2149
Facsimile: (213) 217-4974
Email: dcicero@ttc.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO.: _____

CONTRACTOR'S CONTRACT ADMINISTRATOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

CONTRACTOR'S CONTRACT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

CONTRACTOR'S ALTERNATE CONTRACT MANAGER

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
Email Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
Email Address: _____

Notices to Contractor shall be sent to the following:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
Email 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 Contract 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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

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

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

2.203.070. Exceptions.

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

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding 12 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

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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

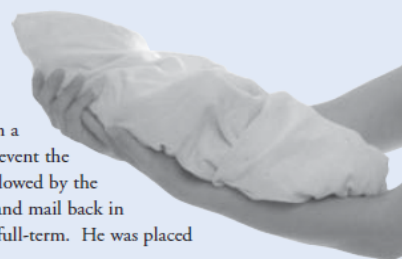
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

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

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



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.)

Title 2 ADMINISTRATION
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2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

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

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

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3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

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

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DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 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

FOR

CLASS ACTION FILING SERVICES

REQUEST FOR PROPOSALS (RFP)

EXHIBITS

BUSINESS FORMS

- 1A Proposer's Organization Questionnaire/Affidavit and CBE Information
- 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 Certification
- 7 Request for Preference Consideration
- 8 Proposer's EEO Certification
- 9 Attestation of Willingness to Consider GAIN/GROW Participants
- 10 County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception

COST FORMS

- 11 Pricing Schedule
- 12 Certification of Independent Price Determination and Acknowledgement of RFP Restrictions

CERTIFICATIONS

- 13 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- 14 Zero Tolerance Policy on Human Trafficking Certification
- 15 Compliance with Fair Chance Employment Hiring Practices Certification

REQUIRED FORMS - EXHIBIT 1A**PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION**

Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. Is your firm a corporation or limited liability company (LLC)?

☐ **Yes** ☐ **No**

If yes, complete:

Legal Name (found in Articles of Incorporation) _____

State _____ Year Inc. _____

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

3. Is your firm doing business under one or more DBA's?

☐ **Yes** ☐ **No**

If yes, complete:

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

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

☐ **Yes** ☐ **No**

If yes, complete:

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Has your firm done business as other names within last five (5) years?

☐ **Yes** ☐ **No**

If yes, complete:

Name _____ Year of Name Change _____

Name _____ Year of Name Change _____

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?

☐ **Yes** ☐ **No** If yes, provide information:

REQUIRED FORMS - EXHIBIT 1A**PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION**

Proposer acknowledges and certifies that firm meets and will comply with the Proposer's Minimum Mandatory Qualifications as stated in Paragraph 3.0, of this Request for Proposals, as listed below.

Check the appropriate boxes:

<input type="checkbox"/> Yes <input type="checkbox"/> No	Proposer must have been in business for a minimum of seven years providing class action filing services equivalent or similar to the services identified in Appendix A, SOW. Proposer must provide a written detailed description demonstrating its seven years of experience to fulfill this requirement and submit this documentation with its Proposal Submission under Proposer's Background and Experience (Section B.1).
<input type="checkbox"/> Yes <input type="checkbox"/> No	Proposer's proposed Contract Manager and Alternate Contract Manager must have a minimum of three years of documented related experience (e.g., professional license, certificate of completion, degree, resume) in providing the required services equivalent or similar to the services identified in Appendix A, SOW, either with the Proposer or with another firm. Proposer must provide a written detailed description and/or resume demonstrating its proposed Contract Manager and Alternate Contract Manager's three years of experience to fulfill this requirement and submit this documentation with its Proposal Submission under Proposer's Background and Experience (Section B.1).
<input type="checkbox"/> Yes <input type="checkbox"/> No	Proposer must certify that it is or has an administrative business office and a facility within the United States of America or the District of Columbia to provide the required services as detailed in Appendix A, SOW. The Proposer must provide the address of its business office in its Proposal.
<input type="checkbox"/> Yes <input type="checkbox"/> No	If Proposer's compliance with a County contract has been reviewed by the County's Department of the Auditor-Controller (Auditor-Controller) within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

REQUIRED FORMS - EXHIBIT 1A

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

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

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify) _____						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. Distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

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

- III. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Other

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

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

PROPOSER NAME:		COUNTY WEBVEN NUMBER:	
ADDRESS:			
PHONE NUMBER:		E-MAIL:	
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:		CALIFORNIA BUSINESS LICENSE NUMBER:	
PROPOSER OFFICIAL NAME AND TITLE (PRINT):			
SIGNATURE		DATE	

REQUIRED FORMS – EXHIBIT 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:

☐ Contract Administrator ☐ Contract Manager ☐ Alternate Contract Manager

☐ Other (Specify): _____

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 **only** where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation. It is the Proposer's sole responsibility to ensure the accuracy of each firm's name, point of contact's name, and contact information.

1. Name of Agency	Address of Agency	Contact Person	Telephone #	Email
Name or Contract No.	# of Years/Term of Contract	Type of Service	Dollar Amount	
Type of Plan	Size of Assets	# of Investment Options		
2. Name of Agency	Address of Agency	Contact Person	Telephone #	Email
Name or Contract No.	# of Years/Term of Contract	Type of Service	Dollar Amount	
Type of Plan	Size of Assets	# of Investment Options		
3. Name of Agency	Address of Agency	Contact Person	Telephone #	Email
Name or Contract No.	# of Years/Term of Contract	Type of Service	Dollar Amount	
Type of Plan	Size of Assets	# of Investment Options		

PROPOSER SHALL NOT PROVIDE MORE THAN THREE REFERENCES. PURSUANT TO SUBPARAGRAPH 8.4.1, PROPOSER'S QUALIFICATIONS, THE COUNTY WILL EVALUATE THE FIRST THREE REFERENCES ONLY.

REQUIRED FORMS - EXHIBIT 3

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

List of all public entities for which the Contractor has provided service within the last three years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone #	Email
Name or Contract No.	# of Years/Term of Contract	Type of Service	Dollar Amount	
Type of Plan	Size of Assets	# of Investment Options		
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Email
Name or Contract No.	# of Years/Term of Contract	Type of Service	Dollar Amount	
Type of Plan	Size of Assets	# of Investment Options		
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Email
Name or Contract No.	# of Years/Term of Contract	Type of Service	Dollar Amount	
Type of Plan	Size of Assets	# of Investment Options		
4. Name of Firm	Address of Firm	Contact Person	Telephone #	Email
Name or Contract No.	# of Years/Term of Contract	Type of Service	Dollar Amount	
Type of Plan	Size of Assets	# of Investment Options		

REQUIRED FORMS - EXHIBIT 4

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

List of all contracts that have been terminated within the past three years.

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

REQUIRED FORMS - EXHIBIT 5

CERTIFICATION OF NO CONFLICT OF INTEREST

The [Los Angeles County Code, Section 2.180.010](#), provides as follows:

CONTRACTS PROHIBITED

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

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

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

Proposer Name

Proposer Official Title

Official's Signature

REQUIRED FORMS - EXHIBIT 6

**FAMILIARITY WITH 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 PREFERENCE CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☐ Request for Local Small Business Enterprise (LSBE) Program Preference

- ☐ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- ☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee size that meet the State's Department of General Services requirements; **and**
- ☐ Certified as a LSBE by the DCBA.

☐ Request for Social Enterprise (SE) Program Preference

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

☐ Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; **and**
- ☐ Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

☐ DCBA certification is attached.

Name of Firm		County Webven No.	
Print Name:		Title:	
Signature:		Date:	
Reviewer's Signature	Approved	Disapproved	Date

REQUIRED FORMS - EXHIBIT 8
PROPOSER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

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

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 9

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov.

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

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

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

_____ YES (subject to verification by County) _____ NO

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

_____ YES _____ NO

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

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

Proposer's Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

REQUIRED FORMS - EXHIBIT 10

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

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), [Los Angeles County Code, Chapter 2.203](#). All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is given an exemption 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

Proposer's Name: _____

Cost Proposal:

	Flat Annual Fee ¹	Optional Services Flat Annual Fee ²
<u>Single Plan</u>		
Horizons Plan (only)	\$ _____	\$ _____
Savings Plan (only)	\$ _____	\$ _____
<u>Both Plans (including any discount offered)</u>		
Horizons Plan	\$ _____	\$ _____
+ Savings Plan	\$ _____	\$ _____
= Total	\$ _____	\$ _____

The annual fee shall be billed quarterly in arrears and prorated for partial service periods.

Notes: (1) Flat annual fee for services described in the Contract, including the Statement of Work, excluding 3.5 Optional Services.

(2) Fee for optional services described in Statement of Work 3.5.

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

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

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

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT 14

ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

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

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.58 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT 15

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

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

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History ([California Government Code Section 12952](#)), effective March 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

APPENDICES E THROUGH L
FOR
CLASS ACTION FILING SERVICES
REQUEST FOR PROPOSALS (RFP)

REQUEST FOR PROPOSALS (RFP) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

Proposer requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

Proposer Name:	Date of Request:
Solicitation Title:	Solicitation 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

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach supporting documentation.)*

Request submitted by:

(Name)

(Title)

<i>For County use only</i>
Date Transmittal Received by County: _____ Date Solicitation Released: _____
Reviewed by: _____

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESSES

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
- 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

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

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

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

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

<https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>

IRS NOTICE 1015

Latest version is available from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2020)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note: You are encouraged to notify each employee whose wages for 2020 are less than \$56,844 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

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

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2021.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

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

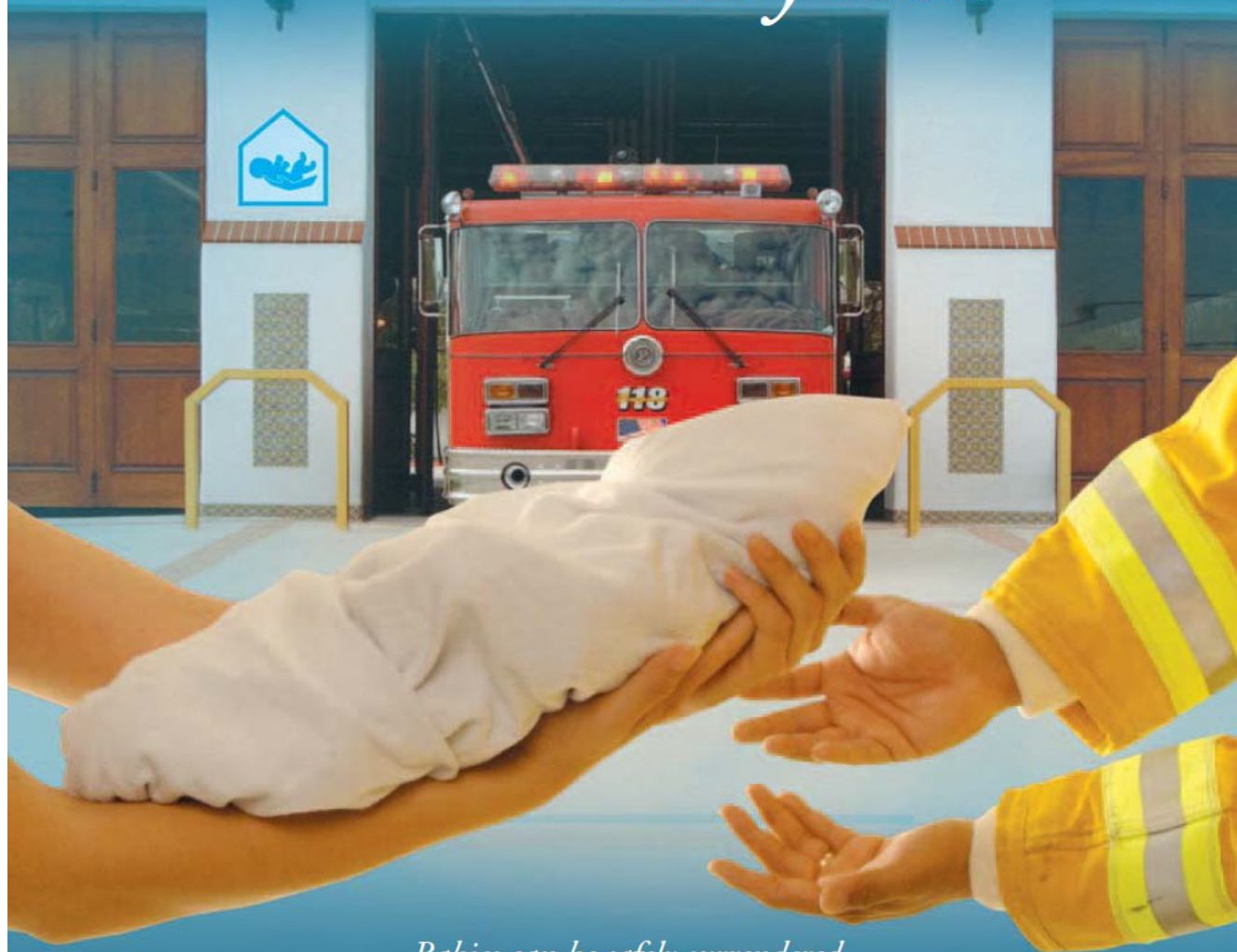
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2020 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2020 and owes no tax but is eligible for a credit of \$800, he or she must file a 2020 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2020)
Cat. No. 20599I

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



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

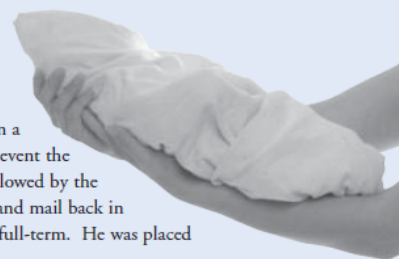
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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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 Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

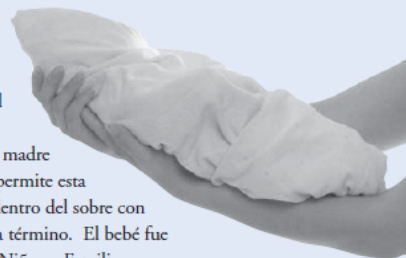
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



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- 2.202.020 Definitions.**
- 2.202.030 Determination of contractor non-responsibility.**
- 2.202.040 Debarment of contractors.**
- 2.202.050 Pre-emption.**
- 2.202.060 Severability.**

2.202.010 Findings and declarations.

- A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.
- B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.

(Ord. 2014-0035 § 1, 2014: Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 - Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.
- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.

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- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract.
(Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 - Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.
- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing,

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the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

(Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 - Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.
- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.
- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
 - (1) The actual or potential harm or impact that results or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
 - (3) Whether there is a pattern or prior history of wrongdoing.

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- (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
 - (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
 - (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
 - (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
 - (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
 - (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
 - (10) Whether the wrongdoing was pervasive within a contractor's organization.
 - (11) The positions held by the individuals involved in the wrongdoing.
 - (12) Whether a contractor participated in, knew of, or tolerated the offense.
 - (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
 - (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
 - (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
 - (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
 - (17) Other factors that are appropriate to the circumstances of a particular case.
- (Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall

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

- G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.
- H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five

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

2.202.050 - Pre-emption.

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In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

(Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 - Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

(Ord. 2000-0011 § 1 (part), 2000.)

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- 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.)

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2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

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

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

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3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

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

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- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 - 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 - 2. Pursuant to [chapter 2.202](#), seek the debarment of the contractor; and/or,
 - 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to [Section 2.206.060.A.14](#) of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

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