



KEITH KNOX
TREASURER AND TAX COLLECTOR

COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

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ttc.lacounty.gov and propertytax.lacounty.gov

Board of Supervisors
HILDA L. SOLIS
First District
HOLLY J. MITCHELL
Second District
LINDSEY P. HORVATH
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

March 23, 2023

SENT VIA EMAIL

Dear Interested Party:

REQUEST FOR PROPOSALS FOR THE PROVISION OF TREASURY MANAGEMENT SYSTEM

The County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for provision of a Treasury Management System.

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 **Treasury Management System**. 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 Exhibit A, Statement of Work, of Appendix A, Sample Contract. Potential Proposers should carefully review the RFP and ensure their proposal complies with all RFP requirements.

Pursuant to Subparagraph 7.6.7, 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 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,

Interested Party
March 23, 2023
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without any exception, is more responsive to the RFP than a Proposer that takes number of exceptions to the Standard Terms and Conditions.

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.

A virtual Mandatory Proposers' Conference (Conference), to answer questions regarding the written specifications of the RFP, will be held at **11:00 a.m. Pacific Time (PT) on Tuesday, April 11, 2023. Vendors that intend to submit proposals must attend this Conference or will be disqualified.** To register to attend the Conference, please send an email to David Sandoval, Contracts Section, at contracts@ttc.lacounty.gov no later than **5:00 p.m. PT on Friday, April 7, 2023.**

Proposals must be prepared in accordance with Paragraph 7, Business Proposal Requirements and Evaluation. **Proposals are due no later than 5:00 p.m. PT on Thursday, May 4, 2023,** and shall be emailed to: contracts@ttc.lacounty.gov. Proposals received after the scheduled deadline will not be accepted.

Very truly yours,

A handwritten signature in black ink, appearing to read 'K. Knox', with a stylized flourish at the end.

KEITH KNOX
Treasurer and Tax Collector

KK:EVT:DS:lac



COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

REQUEST FOR PROPOSALS

FOR THE PROVISION OF TREASURY MANAGEMENT SYSTEM (TMS) TTC RFP 2023-01 TMS

MARCH 2023

**Prepared By
County of Los Angeles**

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APPENDICES

- A Sample Contract:** Identifies the terms and conditions in the contract.
- B Required Forms:** Forms that must be completed and included in the proposal.
- C Transmittal Form to Request a Solicitation Requirements Review:**
Transmittal sent to Department requesting a Solicitation Requirements Review.

0 SOLICITATION INFORMATION AND MINIMUM REQUIREMENTS

Request for Proposals (RFP) Release Date	03/23/23
Request for a Solicitation Requirements Review Due	04/03/23 by 5:00 p.m. Pacific Time (PT)
Deadline to Register for Mandatory Virtual Proposer's Conference	04/07/23 by 5:00 p.m. PT
Mandatory Virtual Proposer's Conference	04/11/23 at 11:00 a.m. PT
Written Questions Due	04/12/23 by 5:00 p.m. PT
Questions and Answers Released via Addendum on or about	04/24/23
Proposals Due	05/04/23 by 5:00 p.m. PT
Anticipated Contract Term	Base Term: Five years Option periods: Two additional one-year periods, and six month-to-month extensions* Maximum total Contract Term: Seven years and six months *Option periods are exercised at the sole discretion of the TTC
Minimum Requirements	The Proposer must have five years of experience, within the last seven years, as a sole proprietor, corporation, or other entity providing Treasury Management Software-as-a-Service (SaaS) Software, including Maintenance and Support, equivalent or similar to the services identified in Exhibit A, Statement of Work (SOW), to government entities (i.e., State, Federal, and Local). <u>The Proposer must provide a confirming</u>

	<u>statement demonstrating that it meets this requirement.</u> • In the event the firm itself does not have the requisite five years of experience, but one or more of the principals involved in managing the daily operation of the firm individually do, then their individual or collective experience performing services equivalent or substantially similar to the services identified in Exhibit A, SOW, may be considered in meeting this requirement in the Treasurer and Tax Collector's sole discretion. The Proposer must provide a written detailed description and/or resume demonstrating its five years of experience, or the experience of its principal(s), to fulfill this requirement and submit this documentation with its Proposal Submission under Proposer's Background and Experience (Section B.1). • The Proposer's treasury management software must have the ability to automate the cash flow processes and provide real-time comprehensive view of the County's current cash and credit position information that will allow proper tracking of the County's cash flows. • The Proposer's treasury management software must allow the ability to edit business rules, list box data values, allow aesthetic modification of screens, add fields and database columns without requiring custom programming, and export report data to xls or csv and Portable Document Format (PDF).
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	The Proposer must provide a confirming statement demonstrating that it meets this requirement. • The Proposer must be the developer and distributor of the software. Third-party software vendors are not eligible. <u>The Proposer must provide a confirming statement demonstrating that it meets this requirement.</u> • The product must have been out of beta-testing for at least two years. <u>The Proposer must provide a confirming statement that it meets this requirement.</u> • The Proposer must have successfully converted server-based treasury management software which interfaces with three or more financial institutions to their Treasury Management SaaS Software within the last five years. <u>The Proposer must provide a confirming statement and supporting documentation demonstrating that it meets this requirement.</u> • The Proposer must ensure that its customizations to extend the System's functionality are developed using widely implemented industry standard development languages such as VB, ASP, .NET, JAVA, or C++. <u>The Proposer must provide a confirming statement demonstrating that it meets this requirement.</u> • The Proposer's treasury management software must permit the import and export of information to and from other systems in a secured manner as identified in Exhibit A, SOW. <u>The Proposer must provide a confirming statement</u>
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	<u>demonstrating that it meets this requirement.</u> • The Proposer must identify a Contract Manager and Alternate Contract Manager with three years of documented experience either with the Proposer or with another firm prior to employment with the Proposer. The Proposer must provide supporting documentation with the Proposal Submission under Proposer's Background and Experience (Section B.1). • The Proposer must attend the virtual Mandatory Proposers' Conference. • If the Proposer's compliance with a County Contract has been reviewed by the County's Department of Auditor-Controller (A-C) within the last ten years, the Proposer must not have unresolved questioned costs identified by the A-C, 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. The Proposer acknowledges that the County will conduct a review of the compliance results.
RFP Contact	David Sandoval, Contract Analyst Email: contracts@ttc.lacounty.gov Office: (213) 974-7360

1 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 highly experienced firm that can provide a cloud-based software solution to assist the County with daily cash positioning, cash management, forecasting, and reporting, with consideration of the other operations that have a nexus to the cash management process.

Upon selection of a successful Proposer, in accordance with the provisions of this RFP, the TTC will recommend the award of a contract to the County Board of Supervisors (Board). As the governing body of the County, the Board has the sole authority to award any Contract resulting from this RFP.

2 PURPOSE-AGREEMENT FOR TREASURY MANAGEMENT SYSTEM

The TTC is statutorily responsible for safeguarding public funds in the County Treasury, as well as daily cash management/positioning and disbursement of public funds. As part of this responsibility, the TTC manages and oversees the daily incoming and outgoing wire payments for various County departments and public agencies. In addition, the TTC forecasts the County's cash position on a daily/monthly basis and reconciles reporting to ensure accuracy of the county's liquid cash assets on a daily basis.

On a daily basis, the Cash Management team performs the following associated functions: completes the daily cash positioning worksheet, calculates and validates the daily revenue and disbursement allotments, adjusts the forecast accordingly to account for all incoming and outgoing public funds, ensures that the county's liquidity levels to ensure cash flow needs. In addition, the forecasting models developed by our Cash Management team inform our investment practices, ensuring that investments mature accordingly to maximize yield and mitigate risk for the County to maintain its cash flow balance and pay all debts timely and fully.

2.1 Statement of Work

The County expects the Contractor to provide all services and deliverables as set forth in Exhibit A, Statement of Work (SOW) of Appendix A, Sample Contract, and pursuant to the terms of Appendix A, Sample Contract, of this RFP.

2.2 Sample Agreement: County Terms and Conditions

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

2.2.1 Anticipated Contract Term

The Contract Term commences upon Final Acceptance and will continue for five years following Final Acceptance under the Contract terms, unless sooner terminated or extended in whole or in part, with up to two one-year renewal options and/or six month-to-month extensions, for a maximum total Contract Term of seven years and six months. Each such option and extension will be exercised at the sole discretion of the County.

2.2.2 Contract Rates

The Contractor's rates must remain firm and fixed for the Contract Term, as indicated in Appendix B, Required Forms, Exhibit 9, Pricing Schedule (Cost Proposal).

2.2.3 Days of Operation/Hours/Workday

The Contractor must provide Treasury Management System Services to the County in the manner and form described in Exhibit A, SOW of Appendix A, Sample Contract.

2.2.4 Indemnification and Insurance

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

2.3 Terms and Definitions

All capitalized terms and definitions will have the meaning set forth in Exhibit A, SOW, Paragraph 2.0, Definitions, and Appendix A, Sample Contract, Paragraph 2.0, Definitions, or as provided in context.

3 PROPOSER'S MINIMUM MANDATORY QUALIFICATIONS

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Exhibit A, SOW of Appendix A, Sample Contract, of this RFP, are invited to submit proposal(s), provided they meet the following requirements. Where indicated, Proposers must provide a confirming statement and provide supporting documentation in response to meeting that Minimum Mandatory Qualification.

- 3.1** The Proposer must have five years of experience, within the last seven years, as a sole proprietor, corporation, or other entity providing Treasury Management SaaS Software, including Maintenance and Support, equivalent or similar to the

services identified in Exhibit A, SOW, to government entities (i.e., State, Federal, and Local). The Proposer must provide a confirming statement demonstrating that it meets this requirement.

- 3.1.1** In the event the firm itself does not have the requisite five years of experience, but one or more of the principals involved in managing the daily operation of the firm individually do, then their individual or collective experience performing services equivalent or substantially similar to the services identified in Exhibit A, SOW, may be considered in meeting this requirement in the Treasurer and Tax Collector's sole discretion. The Proposer must provide a written detailed description and/or resume demonstrating its five years of experience, or the experience of its principal(s), to fulfill this requirement and submit this documentation with its Proposal Submission under Proposer's Background and Experience (Section B.1).
- 3.2** The Proposer's treasury management software must have the ability to automate the cash flow processes and provide real-time comprehensive view of the County's current cash and credit position information that will allow proper tracking of the County's cash flows.
- 3.3** The Proposer's treasury management software must allow the ability to edit business rules, list box data values, allow aesthetic modification of screens, add fields and database columns without requiring custom programming, and export report data to xls or csv and PDF. The Proposer must provide a confirming statement demonstrating that it meets this requirement.
- 3.4** The Proposer must be the developer and distributor of the software. Third-party software vendors are not eligible. The Proposer must provide a confirming statement demonstrating that it meets this requirement.
- 3.5** The product must have been out of beta-testing for at least two years. The Proposer must provide a confirming statement that it meets this requirement.
- 3.6** The Proposer must have successfully converted server-based treasury management software which interfaces with three or more financial institutions to their Treasury Management SaaS Software within the last five years. The Proposer must provide a confirming statement and supporting documentation demonstrating that it meets this requirement.
- 3.7** The Proposer must ensure that its customizations to extend the System's functionality are developed using widely implemented industry standard development languages such as VB, ASP, .NET, JAVA, or C++. The Proposer must provide a confirming statement demonstrating that it meets this requirement.
- 3.8** The Proposer's treasury management software must permit the import and export of information to and from other systems in a secured manner as identified

in Exhibit A, SOW. The Proposer must provide a confirming statement demonstrating that it meets this requirement.

- 3.9** The Proposer must identify a Contract Manager and Alternate Contract Manager with three years of documented experience either with the Proposer or with another firm prior to employment with the Proposer. The Proposer must provide supporting documentation with the Proposal Submission under Proposer's Background and Experience (Section B.1).
- 3.10** The Proposer must attend the virtual Mandatory Proposers' Conference.
- 3.11** If the Proposer's compliance with a County Contract has been reviewed by the County's Department of Auditor-Controller (A-C) within the last ten years, the Proposer must not have unresolved questioned costs identified by the A-C, 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. The Proposer acknowledges that the County will conduct a review of the compliance results.

4 COUNTY'S RIGHTS AND RESPONSIBILITIES

4.1 Representations Made Prior to Contract Execution

The County 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 Board of Supervisors

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

4.3 County'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 to enter into a Contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP or may, in its sole discretion, reject all proposals and cancel this RFP in its entirety. The County will not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

4.4 County's Right to Amend Request for Proposals

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum will be made available to each person or organization which County records indicate has received this RFP (and attended the Mandatory Proposers' Conference). Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal being found non-responsive and not being considered, as determined in the sole discretion of the County. The County is not responsible for and will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

4.5 Background and Security Investigations

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

Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and Federal level review, which may include, but will 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 will be at the expense of the Contractor regardless if the member of Contractor's staff passes or fails the background investigation.

5 NOTIFICATION TO PROPOSERS

5.1 Notice to Proposers Concerning the Public Records Act

5.1.1 Responses to this solicitation will become the exclusive property of the County. Absent extraordinary circumstances, the recommended Proposer's proposal will become a matter of public record when 1) Contract negotiations are complete; 2) 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 Board agenda.

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

5.1.2 The County will 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 will not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

5.1.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Confidential," "Trade Secrets," or "Proprietary," Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

5.2 Contact with County Personnel

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

Email Address: contracts@ttc.lacounty.gov

Subject Line: TTC RFP 2023-01 TMS

Attn: David Sandoval

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

5.3 Mandatory Requirement to Register on County's WebVen

All potential 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 must provide proof of WebVen registration in its proposal by listing its County WebVen Number on Exhibit 1, Proposer's Organization Questionnaire/Affidavit of Appendix B, Required Forms.

5.4 Protest Policy Review Process

5.4.1 Under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)) any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services Contract, as described in Subparagraph 5.4.3 (Grounds for Review) below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed Contract Award under such a solicitation, as described respectively in the Subparagraphs below. It is the responsibility of the Proposer challenging the decision of the County to demonstrate that the County committed a sufficiently material error in the solicitation process to justify invalidation of a proposed Contract Award.

5.4.2 Throughout the review process, the County has no obligation to delay or otherwise postpone a Contract Award based on a Proposer's protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so, 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 Board-approved services Contract provided for under [Board Policy No. 5.055](#) are limited to the following:

- Solicitation Requirements Review (referenced in Subparagraph 9.1)
- Disqualification Review (referenced in Paragraph 9.2)
- TTC's Proposed Contractor Selection Review (referenced in Paragraph 9.3)

5.5 Conflict of Interest

No County employee whose position in the County enables them to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, will be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer must certify that they are aware of and have read [Section 2.180.010 of the Los Angeles County Code](#) as stated in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms).

5.6 Determination of Proposer Responsibility

- 5.6.1** A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Proposers.
- 5.6.2** Proposers are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any Contracts, including, but not limited, to County Contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the Subcontractors and of which the Proposer had no knowledge must not be the basis of a determination that the Proposer is not responsible.
- 5.6.3** The County may declare a Proposer to be non-responsible for purposes of this Contract if the Board, in its discretion, finds that the Proposer has done any of the following: 1) violated a term of a Contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or omission which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.
- 5.6.4** If there is evidence that the apparent highest ranked Proposer may not be responsible, the TTC will notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board that the Proposer be found not responsible. The TTC will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the TTC's recommendation.
- 5.6.5** If the Proposer presents evidence in rebuttal to the TTC, the TTC will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer will reside with the Board.
- 5.6.6** These terms will also apply to proposed Subcontractors of Proposers on County Contracts.

5.7 Proposer Debarment

- 5.7.1** The Proposer is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing Contracts with County, if the Board finds, in its discretion, that the Proposer has done any of the following:
- 1) violated a term of a Contract with the County or a nonprofit corporation created by the County;
 - 2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same;
 - 3) committed an act or offense which indicates a lack of business integrity or business honesty; or
 - 4) made or submitted a false claim against the County or any other public entity.
- These terms will also apply to proposed Subcontractors of Proposers on County Contracts.
- 5.7.2** A listing of Contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: <https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

5.8 Gratuities

5.8.1 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 must 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.

5.8.2 Proposer Notification to County

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

result in the Proposer's submission being eliminated from consideration.

5.8.3 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.

5.9 Notice to Proposers Regarding the County Lobbyist Ordinance

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

5.10 Consideration of GAIN/GROW Participants for Employment

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

5.10.2 Proposers who are unable to meet this requirement will not be considered for Contract Award. Proposers must submit a completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), along with their proposal.

5.11 Jury Service Program

5.11.1 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 review Subparagraph 8.8 (Compliance with the County's Jury Service Program) of Appendix A (Sample Contract), 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.

- 5.11.2** Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 2 (Certification of Compliance). 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 Exhibit 2 (Proposer's Certification of Compliance) of Appendix B (Required Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

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

The Proposer must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Proposer is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information must be provided by the Proposer in Exhibit 1, (Proposer's Organization Questionnaire/Affidavit) of Appendix B (Required Forms). Failure of the Proposer to provide this information may eliminate its proposal from any further consideration. Proposer will have a continuing obligation to notify the County and update any changes to its response in Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) during the solicitation.

5.13 Intentionally Omitted

5.14 Defaulted Property Tax Reduction Program

- 5.14.1** 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 reference the pertinent provisions in Subparagraph 8.53

(Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.54 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Deduction Program) of Appendix A (Sample Contract), 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.

5.14.2 Proposers will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any Contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 2 (Certification of Compliance) in Appendix B (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](#)).

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

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

5.15.1 On October 4, 2016, the Board 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.

5.15.2 Contractors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 8.66 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Sample Contract). Further, Contractors are required to comply with the requirements under said provision for the term of any Contract Awarded pursuant to this solicitation.

5.16 Intentionally Omitted

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

5.17.1 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 County must be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative

method of payment is deemed appropriate by the Auditor-Controller (A-C).

- 5.17.2** Upon Contract Award or at the request of the A-C and/or the contracting department, the Contractor must submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.17.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.17.4** Upon Contract Award or at any time during the duration of the agreement/Contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the Contracting department(s), will decide whether to approve exemption requests.

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

- 5.18.1** On May 29, 2018, the Board 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](#).
- 5.18.2** Contractors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they, and their Subcontractors, 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.

5.19 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 will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County Contract ([Los Angeles County Code, Chapter 2.202](#)).

5.20 COVID-19 Vaccinations of County Contractor Personnel

Proposers are advised that it must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 – Administration, Division 4 as a condition of performing work under any awarded Contract resulting from this solicitation. Proposers are advised to review the requirements of Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) and the Sample Contract requirements prior to submitting a proposal to this solicitation. A completed Exhibit F (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

5.21 Community Business Enterprise Participation

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, minority and women-owned businesses, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprises. The County has established an annual goal that 25% of all County Contract eligible procurement dollars will go to certified CBEs. The program also maintains data on the types of businesses registered as CBEs and their utilization. The Proposer's CBE participation must be reflected in Exhibit 6 (Community Based Enterprise (CBE) Information) form in Appendix B (Required Forms).

All Proposers must document good faith efforts it has taken to assure that CBEs are utilized, when possible, to provide supplies, equipment, technical services, and other services under this Contract. The Proposer must make documents related to these good faith efforts available to the County upon request.

To obtain a list of firms that are certified by the County in the CBE Program, send an email request to the County of Los Angeles Workforce Development Aging and Community Services (WDACS): CBESBE@wdacs.lacounty.gov with the subject "Request for CBE Listing." For additional information contact the Office of Small Business at (844) 432-4900 or at OSB@wdacs.lacounty.gov.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Proposer's ability to provide the best service and value to the County.

5.22 Information Security and Privacy Requirements

Prospective Contractors should carefully read Appendix A, Sample Contract, Exhibit I (Information Security and Privacy Requirements) and the pertinent provisions in Subparagraph 9.7 (Information Security and Privacy Requirements) of Appendix A, 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 must be required to certify that they are in full compliance with the provisions of the Information Security and Privacy Requirements and must 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](#).

5.23 Contribution Disclosure Requirement

In order to comply with the requirements of California [Senate Bill 1439](#), within one business day of any County request, the successful Proposer is required to disclose any contributions or gifts it or its agents made to County officers, including its Board, of more than \$250.

6 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 Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.
- 6.1.2** The Preference Programs (LSBE, DVBE, and SE) require that a business 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. Additional information on the County's preference programs is also available on the Department of Consumer and Business Affairs' (DCBA) website at <http://dcba.lacounty.gov>.
- 6.1.3** In no case will 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.

6.2 Local Small Business Enterprise (LSBE) Preference Program

- 6.2.1** The County will apply the LSBE preference during the solicitation process to businesses that meet the definition of an LSBE for solicitations not subject to the federal restriction on geographical

preferences, consistent with [Chapter 2.204 of the Los Angeles County Code](#).

- 6.2.2** The business must be certified by DCBA prior to requesting the LSBE preference in a solicitation. To apply for certification as an LSBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.
- 6.2.3** Businesses requesting the LSBE preference must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their LSBE certification approval letter ("Certification for Non-Federally Funded Solicitations") from the DCBA with their proposal.

6.3 Local Small Business Enterprise (LSBE) Prompt Payment Program ***(NOT APPLICABLE FOR BUSINESSES LOCATED OUTSIDE OF THE COUNTY)***

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 consistent with [Chapter 3.035 of the Los Angeles County Board of Supervisors Policy Manual](#).

6.4 Social Enterprise (SE) Preference Program

- 6.4.1** The County will apply the SE preference during the solicitation process to businesses that meet the definition of an SE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.205 of the Los Angeles County Code](#).
- 6.4.2** The business must be certified by DCBA, prior to requesting the SE preference in a solicitation. To apply for certification as an SE, businesses should contact DCBA at <http://dcba.lacounty.gov>.
- 6.4.3** Businesses requesting the SE preference must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms), and submit their SE certification approval letter ("Certification for Non-Federally Funded Solicitations") from the DCBA with their proposal.

6.5 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 6.5.1** The County will apply the DVBE 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](#).
- 6.5.2** The business must be certified by DCBA, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.
- 6.5.3** Businesses requesting the DVBE preference must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B

(Required Forms), and submit their DVBE certification approval letter from the DCBA with their proposal.

7 BUSINESS PROPOSAL REQUIREMENTS AND EVALUATION

This section contains key project dates and activities, provides Proposers with proposal submission requirements and submittal instructions, and identifies evaluation criteria.

7.1 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal will be sufficient cause for rejection of the proposal. The evaluation and determination in this area will be at the Treasurer and Tax Collectors' sole judgment and his judgment will be final. All proposals must 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

RFP TIMETABLE	
Release of RFP	Thursday, March 23, 2023
Request for a Solicitation Requirements Review Due	Monday, April 3, 2023 by 5:00 p.m. PT
Registration Deadline for Mandatory Virtual Proposer's Conference	Friday, April 7, 2023 by 5:00 p.m. PT
Mandatory Virtual Proposers' Conference	Tuesday, April 11, 2023 at 11:00 a.m. PT
Written Questions Due	Wednesday, April 12, 2023 by 5:00 p.m. PT
Questions and Answers Released by Addendum on or about (Subject to change at County's sole discretion)	Monday, April 24, 2023
Proposals Due	Thursday, May 4, 2023 by 5:00 p.m. PT

7.3 Proposers' Questions

7.3.1 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 specified in Subparagraph 7.2 (RFP Timetable). All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

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

Questions should be addressed to:

Email address: contracts@ttc.lacounty.gov

Subject Line: TTC RFP 2023-01 TMS – Proposers’ Questions

Attn: David Sandoval

7.4 Mandatory Virtual Proposers’ Conference

A Mandatory Virtual Proposers’ Conference will be held on the date and time indicated in Subparagraph 7.2 (RFP Timetable) to discuss the RFP requirements. County staff will respond to questions from potential Proposers. All potential Proposers **must** attend this virtual conference, or their proposals will be rejected as non-responsive (disqualified) without review and eliminated from further consideration.

Proposers planning to attend the Mandatory Virtual Proposers’ Conference must register by the date and time indicated in Subparagraph 7.2 (RFP Timetable). The TTC will accept registration by email only at the address indicated below. The webinar link and instructions will be provided via email subsequent to registration completion.

Email Address: contracts@ttc.lacounty.gov

Subject Line: TMS RFP Proposers’ Conference Registration

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

Proposers are to ensure their representative(s) inform the County’s moderator that the Proposer is in attendance via webinar and the moderator will manually enter the Proposer’s information onto the official sign-in attendance sheet. The sign-in attendance sheet will serve as evidence that a Proposer was present at the Mandatory Virtual Proposers’ Conference and a mailing list for disseminating any addendum/addenda to the RFP, subsequent to the Mandatory Virtual

Proposers' Conference, if the County determines that such addendum/addenda is necessary.

Proposers are advised to be prompt as late arrivals will not be admitted once the conference begins. Proposals from firms that did not attend the Mandatory Virtual Proposers' Conference will be rejected.

7.5 Preparation of the Proposal

- 7.5.1** Proposers must submit two separate proposals: a Business Proposal and a Cost Proposal, which are submitted in the prescribed format. The County may reject any proposal that deviates from this format as non-responsive without review at the County's sole discretion.
- 7.5.2** 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 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.
- 7.5.3** The County 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.

7.6 Business Proposal Requirements and Evaluation (85%)

Any reviews conducted during the evaluation of the proposal may result in a point reduction. The content and sequence of the proposal must be as follows:

Business Proposal Format:

7.6.1 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 and paragraph reference numbers.

7.6.2 Executive Summary (Section A)

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

7.6.3 Proposer's Qualifications (Section B) (20%)

Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in this section.

County reserves the right, at its sole discretion, to consider additional information, including references, and to deduct points based on this additional information.

▪ **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 (Proposer's Minimum Mandatory Qualifications) of this RFP and has the capability, knowledge, and experience to perform the required services as a corporation or other entity.
2. The Proposer must have five years of experience, within the last seven years, as a sole proprietor, corporation, or other entity providing Treasury Management SaaS Software, including Maintenance and Support, equivalent or similar to the services identified in Exhibit A, SOW, to government entities (i.e., State, Federal, and Local). The Proposer must provide a confirming statement demonstrating that it meets this requirement.

In the event the firm itself does not have the requisite five years of experience, but one or more of the principals involved in managing the daily operation of the firm individually do, then their individual or collective experience performing services equivalent or substantially similar to the services identified in Exhibit A, SOW, may be considered in meeting this requirement in the Treasurer and Tax Collector's sole discretion. The Proposer must provide a written detailed description and/or resume demonstrating its five years of experience, or the experience of its principal(s), to fulfill this requirement and submit this documentation with its Proposal Submission under Proposer's Background and Experience (Section B.1).

3. The Proposer's treasury management software must have the ability to automate the cash flow processes and provide real-time comprehensive view of the County's current cash and credit position information that will allow proper tracking of the County's cash flows.
4. The Proposer's treasury management software must allow the ability to edit business rules, list box data values, allow aesthetic modification of screens, add fields and database columns without requiring custom programming, and export report data to xls or csv and

PDF. The Proposer must provide a confirming statement demonstrating that it meets this requirement.

5. The Proposer must be the developer and distributor of the software. Third-party software vendors are not eligible. The Proposer must provide a confirming statement demonstrating that it meets this requirement.
6. The product must have been out of beta-testing for at least two years. The Proposer must provide a confirming statement that it meets this requirement.
7. The Proposer must have successfully converted server-based treasury management software which interfaces with three or more financial institutions to their Treasury Management SaaS Software within the last five years. The Proposer must provide a confirming statement and supporting documentation demonstrating that it meets this requirement.
8. The Proposer must ensure that its customizations to extend the System's functionality are developed using widely implemented industry standard development languages such as VB, ASP, .NET, JAVA, or C ++. The Proposer must provide a confirming statement demonstrating that it meets this requirement.
9. The Proposer's treasury management software must permit the import and export of information to and from other systems in a secured manner as identified in Exhibit A, SOW. The Proposer must provide a confirming statement demonstrating that it meets this requirement.
10. The Proposer must identify a Contract Manager and Alternate Contract Manager with three years of documented experience either with the Proposer or with another firm prior to employment with the Proposer. The Proposer must provide supporting documentation with the Proposal Submission under Proposer's Background and Experience (Section B.1).
11. The Proposer must attend the virtual Mandatory Proposers' Conference.

▪ **Proposer's List of References (Section B.2)**

Proposer will be evaluated on the verification of the first three references provided in Appendix B (Required Forms),

Exhibit 8 (Proposer's List of References). In addition to the references provided, a review will include the 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.

Proposer must provide three references for government agencies OR current clients within the last two years, one of which must be a government entity for whom the Proposer currently provides the same or similar scope of services to those services set forth in this RFP. Proposer's completed form Exhibit 8 (Proposer's List of References) in Appendix B (Required Forms) must be provided in Section G (Business Proposal Required Forms and Corporate Documents) of Proposer's business proposal. Proposer may use additional sheets, if necessary. **The TTC will not accept references for existing or terminated contracts/projects and/or subcontracts with the TTC to meet this requirement.**

It is the Proposer's sole responsibility to ensure that information provided for each reference is accurate.

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

- 1) references fail to substantiate Proposer's description of the services provided, or
- 2) references fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- 3) 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 Proposers' references during normal working hours (defined as between 8 a.m. and 5 p.m. PT).

▪ **Proposer's Debarment History and List of Terminated Contracts**

The County will conduct a review of Proposer's terminated contracts and debarment history. Proposer must include contracts terminated within the past three years with a reason for termination in Appendix B (Required Forms), Exhibit 4 (Proposer's Debarment History and List of Terminated Contracts). Proposer's completed form Exhibit 4

(Proposer's Debarment History and List of Terminated Contracts) must be provided in Section G (Business Proposal Required Forms and Corporate Documents) of Proposer's business proposal.

- **Proposer's Financial Capability (Section B.3)**

The County will conduct a review of Proposer's financial capability. Proposer must provide copies of the company's most current and prior two fiscal years (2021, 2020, and 2019) financial statements. If audited financial statements are not available, the Proposer must provide a statement explaining why they were excluded from the proposal. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet (Statement of Financial Positions), Statement of Income (Statement of Operations), and the Retained Earnings Statement (Statement of Cash Flows). Do not submit Income Tax Returns to meet this requirement. Subject to any California Public Records Act requirements, all financial statements will be kept confidential if so stamped on each page.

- **Proposer's Pending Litigation and Judgments (Section B.4)**

The County will conduct a review of Proposer's pending litigation and judgements. Proposer must 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. Additionally, Proposer must 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 must include a statement to that effect.** Significant litigation potentially impacting contract performance or failure to disclose litigation may result in a point deduction or disqualification at the County's sole discretion.

- **Proof of Insurability (Section B.5)**

Proposer **must** provide proof of insurability that meets all insurance requirements set forth in the **Appendix A, Sample Contract, Subparagraphs 8.24 and 8.25**. If a Proposer does not currently have the required coverage, a letter from a

qualified insurance carrier indicating a willingness to provide the required coverage should the Proposer be selected to receive a Contract Award must be submitted with the proposal.

▪ **Applicable Licenses and/or Permits (Section B.6)**

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

7.6.4 Proposer's Approach to Providing Required Services (Section C) (45%)

Proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in this section. Proposer must present a detailed description of the methodology the Proposer will use to meet Contract and SOW requirements. Describe in detail how the services will be performed to meet the intent of the Exhibit A, SOW.

1. Describe how Proposer will accomplish the service requirements in Exhibit A, SOW, Paragraph 3.0, Scope of Work, through Paragraph 13.0, Information Security and Privacy Requirements, including, but not limited, to the following:
 - a. SOW Subparagraph 3.1, Contractor Support
 - b. SOW Subparagraph 3.2, Interfaces
 - c. SOW Subparagraph 3.3, Cash Management
 - d. SOW Subparagraph 3.4, Reporting
 - e. SOW Subparagraph 3.5, Environmental/Operations
 - f. SOW Subparagraph 3.6, Controls
 - g. SOW Subparagraph 4.0, Implementation Plan and Solution Delivery
 - h. SOW Subparagraph 5.0, Data Conversion and Migration
 - i. SOW Subparagraph 6.0, User Acceptance Test
 - j. SOW Subparagraph 7.0, System Training and Documentation
 - k. SOW Subparagraph 8.0, System Implementation
 - l. SOW Subparagraph 9.0, Performance Benchmark Verification
 - m. SOW Subparagraph 10.0, Provide Maintenance and Support
 - n. SOW Subparagraph 12.0, Professional Services

- o. SOW Subparagraph 13.0, Information Security and Privacy Requirements
2. Describe your firm's formalized information security program. 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.
3. Describe your firm's approach to satisfy the County's security requirements as described in Exhibit I (Information Security and Privacy Requirements) of the Sample Contract. If applicable, provide details for all processes, procedures, policies and resources involved. Include diagrams of your firm's data center detailing all currently deployed security devices such as firewalls, network intrusion detection/protection systems (IDS/IPS), reverse-proxies, routers or switches with access control lists (ACL), and any other security devices.
4. Staffing resources to be utilized and management plan for required work (aside from office coverage).
5. As part of the evaluation process, the County reserves the right, at its sole discretion, to invite only the top three ranked Proposers to present a demonstration. Initial scores will be compiled and the County, at its option, may down select the top three Proposers to present a demonstration. Demonstrations will be scored as a separate subcategory of Proposer's Approach. The Proposer will be evaluated on its demonstration of services based on scripts provided by the County and its ability to perform services as identified in Exhibit A, SOW. The Proposer will provide its demonstration through a presentation scheduled and facilitated by the County after the proposal is submitted. The TTC will notify each Proposer in writing as to the date, time, location, and standardized guidelines for content and format of the presentation(s), including any proposed Contractor staff that will be required to attend. The presentation of the scenarios must include, at a minimum, a description of any and all technology the Proposer is presenting and how it will be incorporated into the proposed System.

7.6.5 Proposer's Quality Control Plan (Section D) (10%)

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

on the Performance Requirements Summary (PRS) based on information provided in this section.

Proposer must 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 Exhibit A (SOW) of Appendix A (Sample Contract), and Technical Exhibit 2 (PRS Chart) of Exhibit A2 (SOW and Contract Technical Exhibits), of the Sample Contract.

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

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

7.6.6 Proposer's Business Continuity Plan (Section E) (10%)

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

Proposer must present a comprehensive BCP to be utilized by the Proposer in the event of an emergency that disrupts the Contractor's operations. The Contractor must provide an updated copy of the BCP to the County's Project Director within ten business days of the Contract Effective Date and within ten business days when changes occur during the Contract Term.

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

- Process for notifying the 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 the Contractor's disaster recovery plans and solutions;

- Address, telephone number, and fax number of any alternate site(s) where the Contractor will perform services;
- Description of the production capabilities at any alternate site(s);
- Description of the Contractor's Information Technology (IT) plans and features to ensure the County's information remains accessible and secure;
- Description of how the Contractor would implement the BCP;
- Description of how the Contractor will test the BCP on an annual basis and update it accordingly.

7.6.7 Exceptions to Terms and Conditions of Sample Contract and/or Requirements of SOW and Attachments (Section F)

- It is the duty of every Proposer to thoroughly review the Sample Contract and SOW to ensure compliance with all terms, conditions, and requirements.

Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in Appendix A (Sample Contract) and the Requirements of the SOW outlined in Exhibit A, SOW of Appendix A (Sample Contract).

It is the County's expectation that in submitting a proposal the Proposers will accept, as stated, the County's terms and conditions in the Sample Contract and the County's requirements in the SOW. However, Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements. The County in its sole discretion may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

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

The Proposer's exceptions to Appendix A (Sample Contract), and the Requirements of Exhibit A, SOW, will not be considered after the proposal deadline.

- **Section F of Proposer's response must include:**
 - 1) A statement offering the Proposer's acceptance of all or exceptions to one or more terms and conditions listed in Appendix A (Sample Contract).
 - 2) A statement offering the Proposer's acceptance of all or exceptions to one or more requirements listed in Exhibit A (SOW and Attachments) of Appendix A (Sample Contract); and

3) For each exception, the Proposer must 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.

- Indicate all exceptions to the Sample Contract and/or the SOW by providing a 'red-lined' Word version of the language in question. The County relies on this procedure and **any Proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions.**

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

7.6.8 Business Proposal Required Forms and Corporate Documents (Section G)

Proposal must include all completed, signed, and dated forms identified in Appendix B (Required Forms).

- | | |
|------------|---|
| Exhibit 1 | Proposer's Organization Questionnaire/Affidavit |
| Exhibit 2 | Certification of Compliance |
| Exhibit 3 | Request for Preference Consideration |
| Exhibit 4 | Proposer's Debarment History and List of Terminated Contracts |
| Exhibit 5 | Declaration |
| Exhibit 6 | Community Business Enterprise (CBE) Information |
| Exhibit 7 | Minimum Requirements |
| Exhibit 8 | Proposer's List of References |
| Exhibit 9 | Pricing Schedule (Cost Proposal) |
| Exhibit 10 | Project Staff Background |
| Exhibit 11 | Software-as-a-Service (SaaS) Vendor Security and Privacy Assessment |
| Exhibit 12 | Application Security Standard |

▪ Corporate Documents

1) Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the proposal:

- A copy of a "Certificate of Good Standing" with the state of incorporation/organization.

- A conformed copy of the most recent “Statement of Information” as filed with the California Secretary of State listing corporate officers or members and managers.

2) Limited Partnership:

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

7.7 Cost Proposal Requirements and Evaluation (15%)

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

7.7.1 Cover Page

Cover Page must identify, at a minimum, the RFP and the Proposer’s name.

7.7.2 Pricing Sheet

Exhibit B (Pricing Schedule) of Appendix A (Sample Contract)

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

However, should one or more of the Proposers request and be granted the preference, 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 will any preference be combined to exceed 15% of the lowest responsible bid meeting specifications.

7.8 Firm Offer-Withdrawal of Proposal

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

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

7.9 Proposal Submission

7.9.1 Proposals must be submitted as follows:

Proposals are due by the date and time listed in Subparagraph 7.2 (RFP Timetable) and must be emailed to:

Email address: contracts@ttc.lacounty.gov

Attn: David Sandoval

- 7.9.2** Proposers must submit their proposal 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 dates apply as set forth in Paragraph 7 (Business Proposal Requirements and Evaluation) of this RFP.
- 7.9.3** The subject line of the email for the Business and Cost Proposals must state:

**PROPOSAL FOR TREASURY MANAGEMENT SYSTEM – TTC
RFP 2023-01 TMS**

- 7.9.4** Proposals must be submitted as follows:
- Business Proposal must be emailed as one individual searchable PDF document.
 - Exceptions to the Sample Contract and/or the SOW must be submitted in a red-lined Word version as specified in Subparagraph 7.6.7 (Exceptions to Terms and Conditions of Sample Contract and/or Requirements of SOW and Attachments (Section F)) of this RFP.
 - Exhibit 6 (CBE Information) of Appendix B (Required Forms) must be submitted in Excel format.
 - Cost Proposal must be emailed as one individual searchable PDF document.
 - In addition, Proposers must also submit one redacted copy of the Business Proposal and one redacted copy of the Cost Proposal as individual searchable PDF documents, with all confidential, proprietary and trade secret information redacted. 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 and will be rejected in the sole discretion of the County.

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

- 7.9.5** Late proposals will not be accepted. It is the sole responsibility of the submitting Proposer to ensure that the TTC receives its proposal

before the submission deadline. Submitting Proposers will bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any proposals received after the scheduled closing date and time for receipt of proposals, as listed in Subparagraph 7.2 (RFP Timetable), will not be accepted and will receive a notification that their proposal was not received timely by the timeframe indicated in Subparagraph 7.2 (RFP Timetable).

8 SELECTION PROCESS OVERVIEW

8.1 Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal on the date outlined in Subparagraph 7.2 (RFP Timetable).

Evaluation of the proposals will be made by an Evaluation Committee selected by the TTC. The Evaluation Committee will evaluate the proposals and will use the evaluation approach described in this RFP to select a prospective Contractor.

8.2 Adherence to Minimum Requirements (Pass-Fail)

County will review Exhibit 1 (Proposer's Organization Questionnaire/Affidavit), Exhibit 7 (Minimum Requirements), and Exhibit 8 (Proposer's List of References) in Appendix B (Required Forms) to determine if the Proposer meets the minimum requirements as outlined in Paragraph 3 (Proposer's Minimum Qualifications) of this RFP.

Failure of the Proposer to comply with the minimum requirements may eliminate its proposal from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

Evaluation of Business and Cost Proposals

All proposals will be evaluated based on the criteria listed in Paragraph 7 (Business Proposal Requirements and Evaluation) and will be scored and ranked in numerical sequence from high to low. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

Determination of Highest-Overall Rated Proposer

The County will combine each Proposer's business and cost proposal evaluation score to arrive at a total cumulative (or "final") score, which will be used to determine and select the highest-overall rated Proposer.

After a prospective Contractor has been selected, the County and the prospective Contractor(s) will negotiate a Contract for submission to the Board for its consideration and possible approval. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin Contract negotiations

with the next qualified Proposer who submitted a proposal, as determined by the County. If the County and the next most qualified Proposer are unable to successfully negotiate the requested modifications, the County may initiate negotiations with the next most qualified Proposer. This process will be followed until the County and a Proposer reach an agreement or the County, in its sole discretion, determines to terminate the solicitation.

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

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

9 PROTEST PROCESS OVERVIEW

9.1 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C (Transmittal Form to Request a Solicitation Requirements Review) to the department conducting the solicitation. A request for a Solicitation Requirements Review may be denied, in the County's sole discretion, if the request does not satisfy all the following criteria:

- 9.1.1** The request is made within the timeframe identified in the solicitation document;
- 9.1.2** The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a proposal;
- 9.1.3** The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 9.1.4** The request asserts either that:
 - application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or
 - due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review will be completed, and the department's determination will 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 must be submitted to:

Email Address: contracts@ttc.lacounty.gov

Subject Line: TTC RFP 2023-01 TMS – Solicitation Requirements Review

Attn: David Sandoval

9.2 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 will 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:

- 9.2.1** The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
- 9.2.2** 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 must be completed, and the determination will be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

Proposer can also be disqualified for Subparagraph 5.6 (Determination of Proposer Responsibility).

9.3 TTC's Proposed Contractor Selection Review

9.3.1 TTC Debriefing Process

Upon completion of the evaluation, the TTC will notify the remaining Proposers in writing that the TTC 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 will be debriefed only on its response.

Because Contract negotiations are not yet complete, responses from other Proposers will 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 9.3.2, Proposed Contractor Selection Review), if the requesting Proposer is not satisfied with the results of the Debriefing.

9.3.2 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 9.3.2 (Proposed Contractor Selection Review) may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as will 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:

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

- 3) A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
- 4) Another basis for review as provided by State or Federal law; and
- 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's representative will issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Contract Award recommendation is to be heard by the Board. The written decision will additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review. See Subparagraph 9.4 (County Independent Review) below.

9.4 County Independent Review

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:

- 9.4.1** The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the TTC); and
- 9.4.2** 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 9.3.2 (Proposed Contractor Selection Review) above.

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

APPENDIX A

SAMPLE CONTRACT



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

TREASURER AND TAX COLLECTOR

AND

(CONTRACTOR)

FOR

TREASURY MANAGEMENT SYSTEM

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STANDARD EXHIBITS

- A** Statement of Work
- A1** Statement of Work Attachments and Exhibits
- A2** Statement of Work and Contract Technical Exhibits
- B** Pricing Schedule (Not Attached to Sample)
- C** Intentionally Omitted
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution (COVID-19 Vaccination Certification of Compliance and Confidentiality Forms)
- G** Safely Surrendered Baby Law
- H** Defaulted Property Tax Reduction Program

UNIQUE EXHIBITS

- I** Information Security and Privacy Requirements

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

SAMPLE CONTRACT
CONTRACT BETWEEN
COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR
AND

FOR
TREASURY MANAGEMENT SYSTEM

This Contract ("Contract") made and entered into this ____ day of _____, 20____ by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as "Contractor." _____ is located at _____.

RECITALS

WHEREAS, California [Government Code Section 31000](#) authorizes the Board of Supervisors of the County (Board) to contract for special services; and

WHEREAS, the County desires to contract with a private business for a Treasury Management System and the County has determined that the Treasury Management System to be provided under this Contract are extraordinary and necessary; and

WHEREAS, the Contractor is a private firm specializing in providing a Treasury Management System, as defined below; and

WHEREAS, the Contractor has submitted a proposal to the County of Los Angeles Department of Treasurer and Tax Collector (TTC) for the provision of such a System and based upon the Request for Proposals (RFP) process, Contractor has been selected for recommendation for award of such Contract; and

WHEREAS, the TTC, on behalf of the County, shall administer said Contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1 APPLICABLE DOCUMENTS

Exhibits A through I 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 will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work
Exhibit A1	Statement of Work Attachments and Exhibits
Exhibit A2	Statement of Work and Contract Technical Exhibits
Exhibit B	Pricing Schedule
Exhibit C	Intentionally Omitted
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Forms Required at the Time of Contract Execution (COVID-19 Vaccination Certification of Compliance and Confidentiality Forms)
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Defaulted Property Tax Reduction Program

Unique Exhibits:

Exhibit I	Information Security and Privacy Requirements
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This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Subparagraph 8.1 (Change Notices and Amendments) of this Contract and signed by both parties.

2 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 must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Additional Work:** Solution customizations, enhancements, modifications, and/or Professional Services, which may be provided by the Contractor to the County upon County's request and approval in accordance with Subparagraph 3.4.
- 2.2 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.3 Business Days:** Monday through Friday, excluding County observed holidays, unless otherwise stated.
- 2.4 Calendar Days:** Monday through Sunday, including County observed holidays, unless otherwise stated.
- 2.5 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including the Statement of Work (SOW), Exhibit A.
- 2.6 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.
- 2.7 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.8 Contractor's Authorized Official(s):** The individual authorized by the Contractor, that the Contractor represents and warrants such individual has actual authority to execute documents under this Contract on behalf of the Contractor.
- 2.9 Contractor's Project Director:** 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 Project Manager. Additionally, Contractor's Project Director must oversee all projects and serve as a point of escalation, as needed.
- 2.10 Contractor's Project Manager:** The individual authorized by the Contractor to administer the Contract operations under this Contract.
- 2.11 Contractor's Employees:** Any person designated by the Contractor to perform services under this Contract.
- 2.12 County:** The County of Los Angeles.
- 2.13 County Information:** All Data and Information belonging to the County.
- 2.14 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. 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://ttc.lacounty.gov/county-holidays/>.

- 2.15 County's Project Director:** The individual authorized by the TTC with authority for the County to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager. Additionally, County's Project Director must oversee all projects and serve as a point of escalation, as needed.
- 2.16 County's Project Manager:** The individual authorized by the County's Project Director to manage the operations under this Contract.
- 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 Deficiency:** Defects in design, development, implementation, materials and/or workmanship, errors, omissions, deviations from published and/or mutually agreed upon standards or Specifications under this Contract which result in the Solution not performing in strict compliance with the provisions of this Contract and the Specifications.
- 2.20 Deliverables:** Whether singular or plural, will mean any task, subtask, good, work, or items and/or services provided or to be provided by the Contractor under this Contract identified, by designation or context, in the SOW, Exhibits, Attachments, Schedules, or any document associated with the foregoing.
- 2.21 Documentation:** All of Contractor's training course materials, system specifications and technical manuals, and all other user instructions regarding the capabilities, operation, and use of the Solution including, but not limited to, online help screens contained in the Solution, and any revisions, supplements, or updates thereto.
- 2.22 Effective Date:** The date of approval of this Contract by County's Board of Supervisors.
- 2.23 Final Acceptance:** The County's written approval of the Solution as more fully described in Exhibit A, SOW.
- 2.24 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.25 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.
- 2.26 Interface:** Either a computer program developed by, or licensed to, County or Contractor to (a) translate or convert data from a County or Contractor format into another format used at County as a standard format; or (b) translate or

convert data in a format used by the County or a third-party to a format supported at County or vice versa.

- 2.27 Performance Requirements Summary (PRS) Chart:** Identifies the key performance indicators of the Contract that the TTC will evaluate to assure the Contractor meets performance standards, as specified in this Contract and SOW.
- 2.28 Proposal:** A Contractor's response to an RFP detailing the Contractor's proposed work specifications and pricing for performing the work requested in the County's solicitation.
- 2.29 Pool Dollars:** Absent an Amendment in accordance with Subparagraph 8.1, Change Notices and Amendments, the maximum amount allocated under this Contract for the provision by Contractor of Additional Work approved by the County in accordance with the Terms of this Contract.
- 2.30 Production Use:** The actual use of the Solution in the production environment to (a) process actual live data in County's day-to-day operations and (b) use the Solution.
- 2.31 Professional Services:** Services including, but not limited to, consulting services, additional training and/or customizations, which Contractor may provide upon County's request therefore in the form of Additional Work in accordance with Subparagraph 3.4.
- 2.32 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 Exhibit A, SOW.
- 2.33 Secure Shell (SSH) File Transfer Protocol (SFTP):** File transfer protocol to securely access and transfer files over a secure tunnel.
- 2.34 Services:** Collectively, all functions, responsibilities, tasks, subtasks, deliverables, goods, and other services: (a) specifically identified in the SOW; (b) identified in this Contract as being Contractor's responsibility; and (c) otherwise necessary to comply with the terms of this Contract. Without increasing the scope of the Services, if any component task, subtask, service, or function is: (i) an inherent or necessary part of the Services defined in subparts (a), (b), or (c) of this Subparagraph; or (ii) a customary part of the Services defined in subparts (a), (b), or (c) of this Subparagraph, and not in conflict with Contractor's established methods of providing services and as to a service(s) within either subpart (i) and (ii) of this sentence above, is not specifically described in this Contract, then such service or function will be deemed to be part of the Services. Any hardware and/or software provided to the County by the Contractor pursuant to this Contract will be deemed part of the Services.
- 2.35 Specifications:** Any and/or all of the following: (i) all functional and operational requirements and/or features included in the SOW; (ii) all requirements set forth in this Contract; (iii) the Documentation, to the extent not inconsistent with any of

the foregoing; (iv) all specifications provided or made available by the Contractor under this Contract, but only to the extent: (a) not consistent with any of the foregoing; and (b) acceptable to the County in its sole discretion; and (v) all written and/or electronic materials furnished or made available by or through Contractor regarding the Solution, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other Solution criteria or any element of the Solution, but only to the extent not inconsistent with any of the foregoing.

- 2.36 Statement of Work (SOW):** A written description of tasks, deliverables, and/or other work required by the County pursuant to this Contract, attached as Exhibit A.
- 2.37 Subcontractor(s):** Any individual, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services, equipment, and/or materials to Contractor in furtherance of Contractor's performance under this Contract, under oral or written agreement.
- 2.38 Solution:** The Cloud-based/SaaS software and Services Contractor provides under this Contract, including, without limitation, all components, equipment, software, hardware and documentation, and related services, as specified, created, and/or delivered, collectively comprising the solution that will be used for the contracted daily cash management activities.
- 2.39 Third-Party Software:** All software and content licensed, leased or otherwise obtained by the Contractor from a third-party, and used with Solution or used for the performance of the Services.
- 2.40 Treasurer and Tax Collector:** The director of the County of Los Angeles Department of Treasurer and Tax Collector.
- 2.41 TTC:** The County of Los Angeles Department of Treasurer and Tax Collector.
- 2.42 Update(s):** Changes to the Solution including, but not limited to: (a) a bug fix, patch, or redistribution of the Solution that corrects an error as well as addresses common functional and performance issues; (b) an aggregation of fixes, updates, or significant new features, functionality or performance improvements (sometimes accompanied by a change in the reference to the software such as a change in the number to the left of the period in the version numbering format X.XXX); or (c) any modifications to the software designed to improve its operation, usefulness, or completeness that is made generally available by the Contractor to its other customers.

3 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein, including, but not limited to, Exhibit A, SOW.

- 3.2** The Contractor agrees that the performance of work and services pursuant to the requirements of this Contract must conform to high professional standards as exist in the Contractor's profession or field of practice.
- 3.3** If the Contractor provides any tasks, deliverables, goods, services, and/or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor without consideration, and the Contractor will have no claim whatsoever against the County for those tasks, goods, services, and/or other work.
- 3.4** Upon County's written request and mutual approval pursuant to the terms of this Contract, Contractor must provide Additional Work, including customizations, enhancements, additional programming, and/or Professional Services, in accordance with this Subparagraph and Exhibit A, SOW, at the applicable pricing terms set forth in Exhibit B, Pricing Schedule.

4 TERM OF CONTRACT

- 4.1** The Contract Term will commence upon approval by the Board and will continue for five years following Final Acceptance under the Contract terms, unless sooner terminated or extended in whole or in part.
- 4.2** After the initial term, the TTC will have the sole option to extend the Contract Term for up to two additional one-year and/or six month-to-month extensions, for a maximum total Contract Term of seven years and six months. The TTC may exercise each such extension option at its sole discretion. In the event the TTC desires to renew the Contract by exercising an option term, the TTC will provide Contractor with a written notice of intent to renew the Contract at least 30 calendar days prior to the expiration of the then current term of the Contract. The option to renew will be set forth in writing, as provided in Subparagraph 8.1, Change Notices and Amendments, of this Contract.
- 4.3** 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 County will exercise a Contract Term extension option.
- 4.4** The Contractor must notify the County's Project Director when this Contract is within six months of the expiration of the Contract Term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to the County's Project Director at the address herein provided in Exhibit D, County's Administration.

5 CONTRACT SUM

5.1 TOTAL CONTRACT SUM

- 5.1.1** The maximum Contract Sum under the terms of this Contract will be the total monetary amount payable by the County to the Contractor for provision of the Services specified herein in accordance with Exhibit B,

Pricing Schedule, and must not exceed **(to be determined upon execution of the Contract)**.

- 5.1.2** Contract rates specified in Exhibit B, Pricing Schedule, must remain firm and fixed for the Contract Term including all option extensions.
- 5.1.3** The Contractor will not be entitled to payment or reimbursement for any tasks, deliverables or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.
- 5.1.4** The maximum Contract Sum in Subparagraph 5.1.1 must be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other State and local sales/use taxes on the Solution and all software provided by the Contractor to the County pursuant to or otherwise due as a result of this Contract, including, but not limited to, the product of as-needed Services and enhancements or changes to the Solution, to the extent applicable. All California sales/use taxes must be paid directly by the Contractor to the State or other taxing authority. Contractor will be solely liable and responsible for, and must indemnify, defend, and hold harmless the County from all applicable California and other State and local sales/use tax on all other items provided by the Contractor pursuant to this Contract and must pay such tax directly to the State or other taxing authority. In addition, Contractor will be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which the County does not hold title.

5.2 WRITTEN APPROVAL FOR REIMBURSEMENT

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.3 NOTIFICATION OF 75% OF TOTAL CONTRACT SUM

The Contractor must 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 must send written notification to the County's Project Director at the address herein provided in Exhibit D (County's Administration).

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

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

5.5 INVOICES AND PAYMENTS

- 5.5.1** The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, SOW, and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit B (Pricing Schedule) and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work. The making of any payment or payment by the County, or receipt thereof by the Contractor, will not imply Final Acceptance (as defined in Exhibit A, SOW) by the County of such items or the waiver of any warranties or requirements of this Contract.
- 5.5.2** The Contractor's invoices must 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** TTC will pay all invoices via Electronic Funds Transfer. The Contractor is responsible for updating banking information timely if there are any changes, and notify Fiscal Services Section at tcbudget@ttc.lacounty.gov.
- 5.5.4** The Contractor's invoices must be legible and contain the information set forth in Exhibit A, SOW, describing the tasks, deliverables, goods,

services, work hours, and/or other work for which payment is claimed. Each monthly invoice must include the following information:

- Contractor's name and address
- TTC's name and address
- Invoice date
- Unique invoice number
- Month/Year when service was delivered
- Contractor's Tax Identification Number
- Contractor's Vendor Identification Number that the County assigns
- Remittance Address
- Contract Name and Number
- Tasks, subtasks, deliverables, goods, services or other work as described in Exhibit A, SOW, and Exhibit B, Pricing Schedule, for which payment is claimed
- Each line item on the invoice should be numbered sequentially

5.5.5 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.6 All invoices and supporting documentation must be submitted via email to:

tcbudget@ttc.lacounty.gov

5.5.7 The County's Project Manager may request Contractor to provide a revised, annotated invoice based on an identified discrepancy. Revised or corrected invoices must be properly marked. Revised invoices must indicate "Revised" if using the same invoice number, or "Cancel/Supersede" and reference the original invoice number, if using a new invoice number.

5.5.8 The Contractor must not invoice the County in advance, nor will the Contractor be entitled to advance payment for any tasks, subtasks, deliverables, goods.

5.5.9 HOLDBACKS

County will hold back 20% of the amount of each invoice submitted by the Contractor under this Contract and approved by the County pursuant to Subparagraph 5.5, Invoices and Payments. With respect to (i) the work completed and delivered by the Contractor prior to Final Acceptance in accordance with the project plan, the cumulative amount of such holdbacks will be due and payable to the Contractor upon Final Acceptance, and (ii) the work completed and delivered by

the Contractor via Change Notices or Amendments following Final Acceptance, the cumulative amount of the applicable holdbacks will be due and payable to the Contractor upon County's Acceptance of such work, all subject to adjustment of any amounts arising under this Contract owed to the County by the Contractor including, but not limited to, any amount arising from Subparagraph 5.5.11, Disputed Fees, and any partial termination of any Task or Deliverable set forth in Exhibit A, SOW, provided herein.

5.5.10 COUNTY APPROVAL OF INVOICES

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.11 DISPUTED FEES

County will review each invoice and report any discrepancies or disputed fees to the Contractor in writing or email within 15 working days from receipt of an invoice. Within 30 calendar days after the Contractor receives County notification of any discrepancies or disputed fees, the Contractor must provide County a written justification detailing the basis for such fees. If County does not hear from the Contractor within the 30-calendar day period, the discrepancies noted, and charges approved by County will be deemed accepted and agreed to by the Contractor. County must authorize payment of disputed fees promptly upon resolution of such dispute to the reasonable satisfaction of County and the Contractor.

5.5.12 OVERPAYMENT OF INVOICES

Any overpayment received by the Contractor must be returned to County within 30 days of discovery by the Contractor or notification by the County's Project Manager, whichever occurs first.

5.5.13 LOCAL SMALL BUSINESS ENTERPRISES – PROMPT PAYMENT PROGRAM

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

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

5.6.1 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 County will be

Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

- 5.6.2** The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.6.4** 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 A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 COUNTY'S ADMINISTRATION

A listing of all County's Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

The TTC will assign a County Project Director and a County Project Manager to provide, among other things, overall management and coordination of the Contract and act as liaisons for the TTC.

The TTC will notify the Contractor in writing of the names, addresses, and telephone numbers of the individuals designated to act as the County's Project Director and Project Manager.

6.2 COUNTY'S PROJECT DIRECTOR

- 6.2.1** The County's Project Director is responsible for ensuring that the Contractor meets the objectives of this Contract and determines the Contractor's compliance with this Contract. This includes inspecting all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.
- 6.2.2** The County's Project Director is responsible for providing, among other things, overall direction to the Contractor in the areas relating to County and TTC policy, information requirements, and procedural requirements. Additionally, County's Project Director must oversee all projects and serve as a point of escalation, as needed.

- 6.2.3** The County's Project Director 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 County in any respect whatsoever.

6.3 COUNTY'S PROJECT MANAGER

- 6.3.1** The County's Project Manager is responsible for managing all operational matters under the Contract; requesting meetings as needed with the Contractor's Project 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 County's Project Manager is not authorized to make changes to the terms and conditions of the Contract and is not authorized to further obligate the County in any respect whatsoever.

6.4 COUNTY'S DEPARTMENTAL CHIEF INFORMATION OFFICER (DCIO)

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

6.5 COUNTY'S DEPARTMENTAL INFORMATION SECURITY OFFICER (DISO)

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

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

The Contractor must assign a sufficient number of employees to perform the required work. The Contractor must appoint at least one authorized employee to act for the Contractor in every detail and that employee must speak and read fluently in English.

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

7.1 CONTRACTOR'S PROJECT DIRECTOR

- 7.1.1** The Contractor's Project Director must be a full-time employee of the Contractor. The Contractor's Project Director must 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 must provide the TTC, in writing of the name, address, and telephone number of the individual designated to act as the Contractor's Project Director at the time the Contract is

implemented and as changes occur during the Contract Term. Such notification must 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 Project Director.

7.1.2 The Contractor's Project Director must 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 ensure the Contractor's compliance with the Contract. Additionally, Contractor's Project Director must oversee all projects and serve as a point of escalation, as needed.

7.1.3 The Contractor's Project Director must be available to meet and confer with the County's Project Director 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 will be conducted at a time and place as mutually agreed by the parties.

7.2 CONTRACTOR'S PROJECT MANAGER

7.2.1 The Contractor's Project Manager must be a full-time employee of the Contractor. The Contractor must inform the County's Project Manager in writing of the name, address, and telephone number of the individual designated to act as the Contractor's Project Manager at the time this Contract is implemented and as changes occur during the Contract Term. Such notification must 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 Project Manager.

The Contractor must inform the County's Project Director in writing of the name, address, and telephone number of the individual designated to act as the Contractor's Project Manager at the time this Contract is implemented and as changes occur during the Contract Term. The Contractor must make such notification no later than five business days after a change occurs and will include a current resume for the new Contractor's Project Manager. The County will have the right to approve the assignment of a replacement for any Contractor's Project Manager the Contractor recommends.

7.2.2 The Contractor's Project Manager must 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 must coordinate with County's Project Manager on a regular basis.

7.2.3 The Contractor's Project Manager must be available during work hours, 7:00 a.m. to 4:00 p.m. Pacific Time (PT), Monday through Friday, for telephone and email contact and to meet as needed with the County's Project Manager to discuss the Contract.

7.3 CONTRACTOR'S FINANCIAL MANAGER

Exhibit E (Contractor's Administration) reflects the designation of the Contractor's Financial Manager. The Contractor must notify the County in writing of any change in the name or address of the Contractor's Financial Manager.

The Contractor must assign a Financial Manager to act as liaison for the Contractor and have full authority to act on behalf of Contractor in all matters related to payments and fees under this Contract. The Contractor's Financial Manager must be available during work hours, 7:00 a.m. to 5:00 p.m. PT, Monday through Friday, for telephone and email contact and to meet with County personnel regarding any invoices issued under this Contract.

7.4 CONTRACTOR'S EMPLOYEES

7.4.1 The Contractor must provide its employees, who visit or provide on-site services under this contract or when entering a County facility or its grounds, with a standard photo identification badge acceptable to the TTC, which include a recent picture of the employee, the employee's name, and the name of the Contractor.

7.4.2 The Contractor is responsible for providing training and supervising employees assigned to perform services under this Contract. All employees assigned by the Contractor to perform these services must at all times be employees of the Contractor; and the Contractor must have the sole right to hire, suspend, discipline, or discharge them. However, any employee, who in the opinion of the County is performing unsatisfactory work, must be removed from the performance of services related to this Contract immediately upon the written request of the County's Project Manager.

7.4.3 The Contractor must 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 treasury management investment accounting, and the specific requirements of this Contract.

7.4.4 The Contractor must 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 I (Information Security and Privacy Requirements) Section 2b, Privacy Program.

7.4.5 The Contractor must have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of confidentiality.

7.4.6 The Contractor's employees assigned to provide services under this Contract must:

- a. Communicate effectively using good judgment and discretion;
- b. Be trained sufficiently in performing the services; and
- c. Comply with the requirements of this Contract.

7.4.7 NOTICE OF PERSONNEL CHANGES

The Contractor must inform the County's Project Director in writing of the names, addresses, and telephone numbers of the individuals designated to act as Contractor's Project Director, Project Manager, and Financial Manager at the time the Contract is implemented and as changes occur during the Contract Term. The Contractor must make such notification no later than five business days after a change occurs and must include a current resume for the newly designated person. The County will have the right to approve the assignment or replacement of any personnel by the Contractor.

7.4.8 APPROVAL OF CONTRACTOR'S EMPLOYEES

County 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 Project Manager provided, however, that such approval by County will not be unreasonably withheld, delayed or conditioned. A change in Contractor's Project Manager, or critical senior staff, without County approval may result in Contract termination at County's discretion.

7.5 CONTRACTOR'S STAFF IDENTIFICATION

- 7.5.1** The Contractor must provide, at Contractor's expense, all staff assigned to this Contract and visiting or performing services on-site at a County facility with a photo identification badge in accordance with the County specifications. Specifications may change at the discretion of the County and the Contractor will be provided new specifications as required. The format and content of the badge is subject to the TTC's approval prior to the Contractor implementing the use of the badge. The Contractor's staff, while visiting or providing on-site services under this Contract or when entering a County facility or its grounds, must prominently display the photo identification badge on the upper part of the body.
- 7.5.2** The Contractor must notify the TTC within one business day when key personnel that provide services under this Contract are terminated from working under this Contract. Key personnel include all Contractor staff listed on Exhibit E (Contractor's Administration). The Contractor must retrieve and immediately destroy the staff's photo identification badge at the time of removal from the County Contract.
- 7.5.3** If the TTC requests the removal of the Contractor's staff, the Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo Identification badge at the time of removal from working on the Contract.

7.6 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.6.1** Each of the Contractor's staff performing work under this Contract, who is in a designated sensitive position, as determined by the TTC in the TTC's sole discretion, must undergo and pass, to the satisfaction of the TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Typically, the positions required to undergo and pass a background investigation include but are not limited to, Contractor's Project Director, Contractor's Project Manager, and staff that have access to County assets, sensitive Information and/or non-public information.

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 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 will be at the expense of the Contractor

regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.6.2** The Contractor must 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 must provide such information in writing within five calendar days of the date on which the fingerprinting occurred.
- 7.6.3** A member of Contractor's staff must not begin to perform services under the Contract until he/she has successfully passed a background investigation to the satisfaction of the TTC.
- 7.6.4** During the Contract Term, if the TTC identifies a subsequent disqualifying factor for a member of the Contractor's staff, the TTC will request that the member of the Contractor's staff be immediately removed from performing services under the Contract. Contractor must promptly comply with the TTC's request.
- 7.6.5** The TTC will request the Contractor to advise the Contractor's staff member who did not pass the background investigation or who received a subsequent disqualifying factor to contact the TTC immediately to receive a copy of the Criminal Offender Record Information obtained from the DOJ through the TTC's background investigation.
- 7.6.6** The TTC may request that Contractor's staff be immediately removed from working on this Contract at any time during the Contract Term.
- 7.6.7** The TTC, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff who do not pass such investigation to the satisfaction of the TTC or whose background or conduct is incompatible with TTC facility access.
- 7.6.8** Disqualification of any member of the Contractor's staff pursuant to this Subparagraph 7.7 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.7 CONFIDENTIALITY

- 7.7.1** The Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State or local laws, rules, regulations, ordinances, 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.
- 7.7.2** The Contractor's employees may use data received from the County only to perform functions as defined by this Contract.

- 7.7.3** 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 must not duplicate, disseminate or disclose any data except as allowed in this agreement.
- 7.7.4** Access to data received from the County must be restricted only to Contractor's employees who need the data to perform their official duties in the performance of this Contract.
- 7.7.5** 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.
- 7.7.6** The Contractor must indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers from and against any and all claims, demands, damages, liabilities, judgments, award, 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, as determined by 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 must be conducted by the Contractor and performed by the counsel selected by the Contractor and approved by County.

- 7.7.7** Notwithstanding the preceding Subparagraph 7.8.6, County will 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 County with a full and adequate defense, as determined by County in its sole judgment, County must 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 will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.7.8** The Contractor must inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.7.9** Contractor must sign and adhere to the provisions of Exhibit F1-IT (Contractor Acknowledgment, Confidentiality, and Copyright Assignment Agreement).
- 7.7.10** During the Contract Term, the Contractor must maintain an updated file of the signed forms and will forward copies of all signed forms to the County's Project Director whenever changes in personnel occur.

8 STANDARD TERMS AND CONDITIONS

8.1 CHANGE NOTICES AND AMENDMENTS

- 8.1.1** The County reserves the right to initiate Change Notices that either (i) **do not affect** the scope of work, term, Contract Sum, fees or payments or (ii) for any expenditure of Pool Dollars (Change Notice). All such changes must be accomplished with an executed Change Notice signed by the Contractor and by the County's Project Director. For any Additional Work requested by the County, following agreement on the scope of such Additional Work, a Change Notice must be prepared and executed by each of: (a) the County's Project Director or designee, and (b) Contractor's authorized representative(s) provided that any Change Notice for Additional Work must additionally require written approval of County's Chief Information Office and County Counsel. County is specifically authorized to execute Change Notices for expenditure of Pool Dollars for acquisition or Additional Work under the Contract. Any requests for the expenditure of Pool Dollars must be approved in writing by the County's Project Director.
- 8.1.2** For any change, which affects the Contract Sum, fees or payments and/or SOW that does not materially alter the Contract, an Amendment to this Contract must be prepared and executed by the Contractor and by the Treasurer and Tax Collector or his designee, provided

County Counsel approval is obtained prior to execution of such Amendment(s).

- 8.1.3** For any change which affects the Contract Term, Contract Sum, reallocation of components comprising the Contract Sum, the fees, the SOW, or any provision under this Contract, that materially alters the Contract, an Amendment to this Contract must be prepared and executed by the Contractor and by the Treasurer and Tax Collector as operationally necessary, except that the TTC is expressly authorized to increase the Contract Sum set forth in Paragraph 5.0, Contract Sum, not to exceed 10% of the total Contract Sum for a particular contract year based on an increase in work volume. Any such change must be in writing and signed by the Contractor and the Treasurer and Tax Collector or his authorized designee, provided the Chief Information Officer and County Counsel approval is obtained prior to execution of such Amendment(s) as applicable.
- 8.1.4** The Board or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the Contract Term. The County reserves the right to add and/or change such provisions as required by the Board or CEO. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Treasurer and Tax Collector or his authorized designee.
- 8.1.5** The Treasurer and Tax Collector or his designee may, at his sole discretion, authorize extensions of time as defined in Paragraph 4.0, Term of Contract. For the exercise of the TTC's optional extensions, an Amendment to the Contract will be prepared and executed by the Contractor and the Treasurer and Tax Collector or his designee prior to the expiration of the current Contract Term.

8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 8.2.1** The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2** The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Subparagraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any

payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

- 8.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by 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 Contract Term (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 COMPLAINT PROCEDURES

1. Within ten business days after the Contract effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
2. The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
3. If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within ten business days for County approval.
4. If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.
5. The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses must be sent to the County's Project Manager within three business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1** In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 8.6 (Compliance with Applicable Law) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County

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

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 will, 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. Additionally, Contractor certifies to the County:

- 8.7.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4** 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.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 JURY SERVICE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

8.8.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

- 1.** Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will 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 paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must 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 will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must 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 must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County

contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee will 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 will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY 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 must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will 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 will mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors must report all job openings with job requirements to:

GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 RESPONSIBLE CONTRACTOR

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

8.12.2 CHAPTER 2.202 OF THE COUNTY CODE

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 NON-RESPONSIBLE CONTRACTOR

The County may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 CONTRACTOR HEARING BOARD

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will 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 will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will 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 will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 SUBCONTRACTORS OF CONTRACTOR

These terms will also apply to Subcontractors of County Contractors. Subcontractors are subject to County's approval.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) 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 <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

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

- 8.14.2 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain 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 will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to [Code of Civil Procedure Section 706.031](#) and [Family Code Section 5246\(b\)](#).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

- 8.15.1** The County or its agent(s) 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 deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.16.1** The Contractor will 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 must be made immediately after the Contractor has become aware of such damage, but in no event later than 30 days after the occurrence.
- 8.16.2** If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.17.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must 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 must retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2** The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

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

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Subparagraph 8.1 (Change Notices and Amendments) 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 Amendments to this Contract.

8.19 FAIR LABOR STANDARDS

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party will 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 paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor will 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 will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.

- 8.20.3** In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract will 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 will be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1** This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4** The Contractor must adhere to the provisions stated in Subparagraph 7.7 (Confidentiality).

8.23 INDEMNIFICATION

- 8.23.1** The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees),

arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.23.2 The Contractor must indemnify, hold harmless, and defend County from and against any and all liability, damages, costs, and expenses including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's Solution under this Contract. County will inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and will cooperate in the Contractor's defense of any action or potential settlement thereof.

8.23.3 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the Solution is not materially impeded, must either: (a) Procure for County all rights to continued use of the questioned equipment, part, or software product; or (b) Replace the questioned equipment, part, or software product with a non-questioned item; or (c) Modify the questioned equipment, part, or software so that it is free of claims. The Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended as set forth in the Documentation.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs 8.24 and 8.25 of this Contract. Such insurance must be primary to and not combined with other insurance or self-insurance programs maintained by the County. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY

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

County of Los Angeles
Department of Treasurer and Tax Collector
Contracts Section
500 West Temple Street, Room 464
Los Angeles, CA 90012
- 6.** Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

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

8.24.4 CANCELLATION OF OR CHANGES IN INSURANCE

The Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will 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 must be provided to County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 FAILURE TO MAINTAIN INSURANCE

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 INSURER FINANCIAL RATINGS

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

8.24.7 CONTRACTOR'S INSURANCE MUST BE PRIMARY

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

8.24.8 WAIVERS OF SUBROGATION

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

8.24.9 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

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

8.24.10 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRS)

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

8.24.11 CLAIMS MADE COVERAGE

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

8.24.12 APPLICATION OF EXCESS LIABILITY COVERAGE

The 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.

8.24.13 SEPARATION OF INSURED

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

8.24.14 ALTERNATIVE RISK FINANCING PROGRAMS

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

8.24.15 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

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

8.25 INSURANCE COVERAGE

8.25.1 COMMERCIAL GENERAL LIABILITY

Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming 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

8.25.2 AUTOMOBILE LIABILITY

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

8.25.3 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

8.25.4 UNIQUE INSURANCE COVERAGE

1. CYBER LIABILITY INSURANCE

The Contractor must secure and maintain cyber liability insurance coverage with limits of at least \$2 million per occurrence and in the aggregate during the term of the Contract, 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 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; data/information loss and business interruption; and any other liability or risk that arises out of the Contract. The Contractor must 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 delivery of the certificates of insurance described herein, must 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 the contract negotiations.

8.26 LIQUIDATED DAMAGES

- 8.26.1** If, in the judgment of the Treasurer and Tax Collector, or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Treasurer and Tax Collector, or his

designee, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Treasurer and Tax Collector, or his designee, in a written notice describing the reasons for said action.

- 8.26.2** If the Treasurer and Tax Collector, or his designee, determines that there are deficiencies in the performance of this Contract that the Treasurer and Tax Collector, or his designee, deems are correctable by the Contractor over a certain time span, the Treasurer and Tax Collector, or his designee, will provide a written notice to the Contractor to correct the deficiency within specified timeframes. Should the Contractor fail to correct deficiencies within said timeframe, the Treasurer and Tax Collector, or his designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified timeframe. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$1,000 per day per infraction, or as specified in SOW and Contract Technical Exhibit 2 (Performance Requirements Summary (PRS) Chart), of Exhibit A2 (SOW and Contract Technical Exhibits), of this Contract, hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3** The action noted in Subparagraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4** This Subparagraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subparagraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

8.28.2 The Contractor certifies to the County each of the following:

1. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
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.

8.28.3 The Contractor must 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 must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, 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.

8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Subparagraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California [California Civil Code Section 1671](#) as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 DISPUTE RESOLUTION PROCEDURE

It is the intent of the parties that all disputes arising under this Contract be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the disputed issue. The parties understand

and agree that the procedures outlined in this 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” will mean any action, dispute, claim, or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Contract.

- 8.31.1** Contractor and County agree to act with urgency to mutually resolve any disputes, which may arise with respect to this Contract. All such disputes must be subject to the provisions of this Subparagraph 8.31, Dispute Resolution Procedure, (such provisions must be collectively referred to as the “Dispute Resolution Procedure”). Time is of the essence in the resolution of disputes.
- 8.31.2** Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties must continue without delay their performance hereunder, except for any performance, which the County determines should be delayed as a result of such dispute.
- 8.31.3** If Contractor fails to continue without delay its performance hereunder which the County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs, which may be incurred by the Contractor or County as a result of Contractor’s failure to continue to so perform must be borne by the Contractor, and Contractor must make no claim whatsoever against the County for such costs. Contractor must promptly reimburse the County for such County costs, as determined by the County, or County may deduct all such additional costs from any amounts due to the Contractor from the County.
- 8.31.4** If County fails to continue without delay to perform its responsibilities under this Contract, which County determines should not be delayed as a result of such dispute, then any additional costs incurred by the Contractor or the County as a result of County’s failure to continue to so perform must be borne by the County, and County will make no claim whatsoever against the Contractor for such costs. County must promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by the County.
- 8.31.5** In the event of any dispute between the parties with respect to this Contract, Contractor and County must submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 8.31.6** In the event that the Project 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 must be

immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

8.31.7 In the event that the Project Directors 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 must be immediately submitted to Contractor's president or equivalent and the Treasurer and Tax Collector, or his designee. These persons must have ten days to attempt to resolve the dispute.

8.31.8 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Contract and/or its rights and remedies as provided by law.

8.31.9 All disputes utilizing this dispute resolution procedure must be documented in writing by each party and must state the specifics of each alleged dispute and all actions taken. The parties must act in good faith to resolve all disputes. At all three levels described in this Subparagraph 8.31, Dispute Resolution Procedure, the efforts to resolve a dispute must be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

8.31.10 Notwithstanding any other provision of this Contract, County's right to terminate this Contract or to seek injunctive relief to enforce the provisions of Subparagraph 7.7, Confidentiality, must not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and must not be deemed to impair any claims that the County may have against the Contractor or County's rights to assert such claims after any such termination or such injunctive relief has been obtained.

8.31.11 Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor must notify its employees, and will 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 must be provided in accordance with the requirements set forth in [Internal Revenue Service Notice No. 1015](#).

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor must notify and provide to its employees, and will 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 G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration) or via facsimile or electronic copy representation pursuant to Subparagraph 8.18 (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 his designee, will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 CALIFORNIA PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subparagraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will 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 County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 PUBLICITY

- 8.37.1** The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:
1. The Contractor must develop all publicity material in a professional manner; and
 2. During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County will not unreasonably withhold written consent.
- 8.37.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Subparagraph 8.37 (Publicity), of this Contract, will apply.

8.38 RECORD RETENTION AND INSPECTION-AUDIT SETTLEMENT

- 8.38.1** The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will 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, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five years thereafter unless the County’s written permission is given to dispose of any such material

prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location. At County's request, Contractor must provide such materials in digital format.

- 8.38.2** 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 must 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 County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3** Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4** If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County 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 County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.5 Financial Statements:** Beginning one year after the Effective Date of this Contract and every year thereafter until the expiration of this Contract, Contractor must submit to the County a complete set of audited financial statements for the 12-month period. Such statements must, at a minimum, include a Balance Sheet (Statement of Financial Position) and Income Statement (Statement of Operations). In addition, Contractor must submit a statement regarding any pending or threatened litigation since the Contractor last reported same to the County. The County reserves the right to request these financial

statements on a more frequent basis and will so notify Contractor in writing. All financial statements will be kept confidential, only if stamped or marked as confidential on each page of the financial statement.

8.39 RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

- 8.40.1** 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 his 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.
- 8.40.2** Following written approval by the Treasurer and Tax Collector or his designee in conjunction with the County's Chief Information Security Officer and/or Chief Privacy Officer, the County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by County, Contractor must forward a fully executed subcontract to the TTC for its files.
- 8.40.3** After the Contractor has engaged an approved Subcontractor, the Contractor must provide the following information promptly at the County'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 must comply with and be bound by the applicable terms of Exhibit I (Information Security and Privacy Requirements) of this Contract; and
 - 4.** Other pertinent information and/or certifications requested by County.
- 8.40.4** The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.

- 8.40.5** The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.6** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The Contractor must obtain COIs, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, the Contractor must 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, CA 90012

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), of this Contract, will 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 will be grounds upon which the County may terminate this Contract pursuant to Subparagraph 8.43 (Termination for Default), of this Contract, and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.42 TERMINATION FOR CONVENIENCE

- 8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by Notice of Termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination

becomes effective will be no less than ten days after the notice is sent. In no event will County's termination of this Contract pursuant to this Subparagraph 8.42 (Termination for Convenience), of this Contract, be deemed a waiver of County'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.

8.42.2 After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor must:

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 would not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Subparagraph 8.38 (Record Retention and Inspection-Audit Settlement), of this Contract.

8.43 TERMINATION FOR DEFAULT

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

1. The Contractor or any of its Agents materially breached this Contract; or
2. The 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. The 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 County may authorize in writing) after receipt of written notice from the County 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 8.3 (Warranties), of this Contract, so as to adversely affect the County; 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 County, except as provided in Subparagraph 8.2 (Assignment and Delegation/Mergers or Acquisitions), of this Contract.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43 (Termination for Default), of this Contract, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Subparagraph 8.43.2, 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 will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subparagraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this Subparagraph 8.43 (Termination for Default), of this Contract, it is determined by the County that the Contractor was not in default under the provisions of this Subparagraph 8.43 (Termination for Default), of this Contract, or that the default was excusable under the provisions of Subparagraph 8.43.3, of this Contract, the rights and obligations of the parties will be the same as if the notice of termination

had been issued pursuant to Subparagraph 8.42 (Termination for Convenience), of this Contract.

- 8.43.5** The rights and remedies of the County provided in this Subparagraph 8.43 (Termination for Default), of this Contract, will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

8.45 TERMINATION FOR INSOLVENCY

- 8.45.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 1.** Insolvency of the Contractor. The Contractor will 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.

- 8.45.2** The rights and remedies of the County provided in this Subparagraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, must 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 will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County will 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 will terminate as of June 30 of the last Fiscal Year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 EFFECT OF TERMINATION

- 8.48.1** In the event County terminates this Contract in whole or in part as provided hereunder or upon the expiration of the Contract, as applicable, then, unless otherwise specified by County in writing:
- (a) Contractor must continue the performance of this Contract to the extent not terminated;
 - (b) Contractor must cease to perform the Services being terminated on the date and to the extent specified in such notice and provide to the County all completed Services and Services in progress, in a media reasonably requested by the County;
 - (c) County will pay to the Contractor all sums due and payable to Contractor for Services properly performed through the effective date of such expiration or termination (prorated as appropriate);
 - (d) Contractor must return to the County all monies paid by the County, yet unearned by the Contractor, including any prepaid fees if applicable;
 - (e) Contractor must promptly return to the County any and all of the County's Information that relates to the portion of the Contract or Services terminated by the County, including all County Data, in a media reasonably requested by the County.

- 8.48.2** Expiration or termination of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract

which (i) the parties have expressly agreed in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

8.48.3 Contractor understands and agrees that County has obligations that it cannot satisfy without use of the Solution provided to the County hereunder or an equivalent solution, and that a failure to satisfy such obligations could result in irreparable damage to the County and the entities it serves. Therefore, Contractor agrees that in the event of any expiration or termination of this Contract, Contractor must fully cooperate with the County in the transition of the County to a new solution, toward the end that there be no interruption of County's day-to-day operations due to the unavailability of the Solution during such transition.

8.48.4 For 90 days prior to the expiration date of this Contract, or upon notice of termination of this Contract (Transition Period), Contractor must assist the County in extracting and/or transitioning all County Data in the format determined by the County. The Transition Period may be modified as agreed upon in writing by the parties in a Change Notice. In addition, upon the expiration or termination of this Contract, County may require Contractor to provide services in the form of Additional Work to assist County to transition Solution operations from Contractor to County or County's designated third party (Transition Services). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services. Contractor agrees that in the event that County terminates the Contract for any breach by the Contractor, Contractor must perform Transition Services at no cost to the County. Contractor must provide the County with all of the Transition Services as provided in this Subparagraph 8.48.4. The duty of Contractor to provide such Transition Services must be conditioned on the County continuing to comply with its obligations under the Contract, including payment of all applicable fees. Contractor will have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Contract by the County, other than a failure by the County to timely pay the amounts due and payable hereunder. County will have the right to seek specific performance of this Subparagraph 8.48.4 in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Subparagraph 8.48.4 by either party will not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

8.48.5 Contractor must promptly return to the County any and all County Information, including County Data that relate to that portion of the Contract and Services terminated by the County.

8.49 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances will not be affected thereby.

8.50 USE OF COUNTY SEAL AND/OR TTC LOGOS

The County claims right, title and interest in and to certain intellectual property, including, but not limited to, the current and former County Seals and TTC logos (collectively, County Seals). Except as expressly authorized herein, the Contractor must not reproduce, copy, distribute, republish, download, display, post, transmit or make any other use of any kind whatsoever of the County Seals, in any format or by any means whatsoever. At no time will the Contractor in any manner (i) modify the County Seals or (ii) create derivative works of the County Seals. The Contractor must not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the County Seals, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted sublicense, transfer, assignment or delegation without such consent will be null and void.

8.51 WAIVER

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.52 WARRANTY AGAINST CONTINGENT FEES

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

8.52.2 For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

Unless Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

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

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 8.53 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will 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 will be grounds upon which the County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.55 TIME OFF FOR VOTING

The Contractor must notify its employees and must 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 must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

8.56 TRANSITION SERVICES

In the event of expiration or termination of this Contract for any reason, Contractor must provide transition services to the County at no additional cost to the County. Such transition services include fully cooperating and taking all steps required or reasonably requested to make an orderly transition of the Services and County Information from Contractor to another solution or provider. Contractor must provide all County Information and Data back to the County in both the Contractor's data format and a platform agnostic standard format, unless a different format is reasonably agreed to between the parties at the time of transition.

Contractor understands and agrees that County has obligations that it cannot satisfy without use of the Services or an equivalent, and that a failure to satisfy

such transition service obligations could result in irreparable damage to County and the entities it serves. Therefore, Contractor agrees that in the event of such termination of this Contract, Contractor must fully cooperate with County in the transition of County to a new solution, toward the end that there be no interruption of County's day to day operations due to the unavailability of the Solution during such transition.

8.57 ACCEPTANCE

8.57.1 The Solution, Services, Deliverables, and milestones (if applicable) will be subject to acceptance, and acceptance testing by the County, in its sole discretion as more fully described in Exhibit A, SOW.

8.57.2 Production Use will not be deemed acceptance or Final Acceptance of the Solution, Services, Deliverables, or milestones.

8.57.3 If the County's Project Director makes a good faith determination at any time that the Solution (as a whole, or any component thereof), Services, Deliverables, and/or milestones has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Subparagraph 8.57.3 as "Designated Test"), the County's Project Director will promptly notify the Contractor in writing of such failure, specifying with as much detail as possible the manner in which the Solution, Services, Deliverables, or milestones failed to pass the applicable Designated Test. Contractor must immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Solution, Services, Deliverables, milestones, and/or System as will permit the Solution, Services, Deliverables, milestones, and/or System to be ready for retesting. Contractor must notify the County's Project Director in writing when such corrections, repairs, and modifications have been completed, and the applicable Designated Test will begin again. If, after the applicable Designated Test has been completed for a second time, the County's Project Director makes a good faith determination that the Solution, Services, Deliverables, or milestones again fails to pass the applicable Designated Test, the County's Project Director will promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the Solution, Services, Deliverables, or milestones failed to pass the applicable Designated Test. Contractor must immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Solution, Services, Deliverables, or milestones as will permit the Solution, Services, Deliverables, or milestones to be ready for retesting.

8.57.4 Such procedure will continue until such time as County notifies Contractor in writing either: (i) of the successful completion of such

Designated Test; or (ii) that County has concluded, subject to the Dispute Resolution Procedure, that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County will have the right to make a determination, which will be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Contract in accordance with Subparagraph 8.43 (Termination for Default) on the basis of such non-curable default.

8.57.5 Such a termination by the County may be, subject to the Dispute Resolution Procedure, as determined by the County in its sole judgment: (i) a termination with respect to one or more of the components of the Solution; (ii) a termination of any part of Exhibit A, SOW, relating to the Solution, Service(s), Deliverables(s), and/or milestone(s) that is (are) not performing or conforming as required herein; or (iii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance, or desirability to the County of the Solution as a whole, the entire Contract. In the event of a termination under this Subparagraph 8.57.5, County will have the right to receive from the Contractor, within ten days of written notice of termination, reimbursement of all payments made to the Contractor by the County under this Contract for the component(s), Solution, Service(s), Deliverable(s), or milestone(s), as to which the termination applies, or if the entire Contract is terminated, all amounts paid by the County to the Contractor under this Contract. If the termination applies only to one or more Solution component(s), at County's sole option, any reimbursement due to it may be credited against other sums due and payable by the County to the Contractor. The foregoing is without prejudice to any other rights that may accrue to the County or Contractor under the terms of this Contract or by law.

8.58 INTEGRATION/INTERFACING

Contractor must develop and deliver the Interfaces identified in Exhibit A, SOW, as part of the Solution. If the Solution is to be integrated/interfaced with other software, equipment, and/or systems provided by the Contractor or at the direction of the Contractor, including any customizations or enhancements, the Solution will not be deemed to have achieved Final Acceptance by the County until the Solution and such other systems have been successfully integrated/interfaced and accepted by the County in accordance with the terms of this Contract. For example, if Contractor is to provide Solution consisting of multiple modules or that includes enhancements acceptance of any individual module or enhancement will not be final until County accepts all of the Solution and modules or enhancements integrated/interfaced together as a complete system, including the operation in conformance with the terms of this Contract.

Contractor must not obtain any ownership interest in any other systems merely because they were interfaced, integrated, or used with any software.

8.59 COMMUNICATION SYSTEMS AND ACCESS TO INFORMATION

During the Contract Term, Contractor may receive access to the County's software, computers, equipment, and electronic communications systems (in this Subparagraph 8.59, Communication Systems and Access to Information) including, but not limited to, voicemail, email, customer databases, and internet and intranet systems. Such County systems are intended for legitimate business use related to County's business. Contractor acknowledges that Contractor does not have any expectation of privacy as between Contractor and County in the use of or access to County systems and that all communications made with such County systems or equipment by or on behalf of the Contractor are subject to County's scrutiny, use, and disclosure, in County's discretion. County reserves the right, for business purposes and activities, to monitor, review, audit, intercept, access, archive, and/or disclose materials sent over, received by or from, or stored in any of its electronic County systems. This includes, without limitation, email communications sent by users across the internet and intranet from and to any domain name owned or operated by County. This also includes, without limitation, any electronic communication system that has been used to access any of the County systems. Contractor further agrees that Contractor will use all appropriate security, such as, for example, encryption and passwords (Contractor must provide passwords and keys to the County), to protect County Information from unauthorized disclosure (internally or externally) and that the use of such security does not give rise to any privacy rights in the communication as between the Contractor and County. County reserves the right to override any security passwords to obtain access to voicemail, email, computer (and software or other applications) and/or computer disks on County systems. Contractor also acknowledges that County reserves the right, for any business purposes and activities, to search all work areas (e.g., offices, cubicles, desks, drawers, cabinets, computers, computer disks, and files) and all personal items brought onto County property or used to access County Information or County systems.

8.60 TIME IS OF THE ESSENCE

Time is of the essence with regard to Contractor's performance of the Services.

8.61 NO OFFSHORE WORK

All Services under this Contract must be performed and rendered, and all County Information must be hosted within the continental United States. In particular, Contractor warrants that it will not transmit or make available any County Information or documents to any entity or individual outside the continental United States.

8.62 SEVERABILITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances will not be affected thereby.

8.63 CONTRACT DRAFTED BY ALL PARTIES

This Contract is the result of arm's length negotiations between the parties. Consequently, each party has had the opportunity to receive advice from independent counsel of its own choosing. This Contract will be construed to have been drafted by all parties such that any ambiguities in this Contract will not be construed against either party.

8.64 NO THIRD-PARTY BENEFICIARIES

Notwithstanding any other provision of this Contract, the Contractor and County do not in any way intend that any person or entity will acquire any rights as a third party beneficiary of this Contract, except that this provision will not be construed to diminish the Contractor's indemnification obligations hereunder.

8.65 GREEN INITIATIVES

The Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. The Contractor must notify County's Project Manager of Contractor's new green initiatives prior to the Contract's commencement.

8.66 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 Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. The 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 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.67 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

The Contractor, and its Subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). 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 County may, in its sole discretion, terminate the Contract.

8.68 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.

8.69 LICENSES, PERMITS, REGISTRATIONS, AND PROFESSIONAL CERTIFICATIONS

The Contractor must 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 must ensure the same of all of its officers, employees, and agents who perform services under this Contract and must 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 must provide evidence of such to the County within five calendar days of written request.

8.70 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 will 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 will survive the expiration, or other termination of this Agreement.

8.71 INJURY AND ILLNESS PREVENTION PROGRAM

The Contractor will 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.

8.72 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

- 8.72.1** At Contractor's sole cost, Contractor must comply with [Chapter 2.212](#) (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 – Administration, Division 4. All employees of Contractor and persons working on its behalf, including, but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- 8.72.2** Contractor Personnel are considered "fully vaccinated" against COVID-19 two weeks or more after they have received (1) the second dose in a two-dose COVID-19 vaccine series (e.g., Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g., Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 8.72.3** Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, Centers for Disease Control (CDC) or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the California Department of Public Health (CDPH) vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor must retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

8.72.4 Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

- 1.** Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the U.S. Food and Drug Administration (FDA) or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
- 2.** Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
- 3.** Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

In addition to complying with the requirements of this section, Contractor must also comply with all other applicable local, departmental, State, and Federal laws, regulations and requirements for COVID-19. A completed Exhibit F (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

9 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR BUSINESS REQUIREMENTS

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

9.2 CONTRACTOR WORKING PAPERS AND PROPRIETARY MATERIALS

9.2.1 County retains all right, title, and interest in all County Information. Contractor may not use any County Information except to the extent necessary to fulfill the express purposes of this Contract.

9.2.2 During the term of this Contract and for five years thereafter, the Contractor must maintain and provide security for all of the

Contractor's working papers prepared under this Contract. The County will 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.

9.2.3 Any and all materials, software and tools which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.2.4 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.

9.2.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Subparagraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph 9.2.3 or for any disclosure which the County is required to make under any State or Federal law or order of court.

9.3 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

9.3.1 The Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. The County will inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support the Contractor's defense and settlement thereof.

9.3.2 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 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 County's continued use of the system is not materially impeded, must either:

- 1.** Procure for 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.

9.3.3 The Contractor will 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.

9.4 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

9.4.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).

9.4.2 The Contractor will 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 an LSBE.

9.4.3 The Contractor will 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 an LSBE.

9.4.4 If the Contractor has obtained certification as an 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, Contractor will:

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

The above penalties will 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.

9.5 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

- 9.5.1** This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.5.2** Contractor must 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 an SE.
- 9.5.3** Contractor must 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 an SE.
- 9.5.4** If Contractor has obtained County certification as an 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, Contractor will:
- 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 Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will 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.

9.6 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

9.6.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).

9.6.2 Contractor must 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.

9.6.3 Contractor must 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.

9.6.4 If 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, Contractor will:

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 Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, the above penalties will 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.

9.7 INFORMATION SECURITY AND PRIVACY REQUIREMENTS

Contractor must comply with Exhibit I (Information Security and Privacy Requirements) of this Contract. The Information Security and Privacy Requirements applies to both Contractors and their Subcontractors. Contractor

will be required to certify that they are in full compliance with the provisions of the Information Security and Privacy Requirements and must maintain compliance during the term of this contract. 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).

10 SURVIVAL

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Subparagraph 5.4	No Payment for Services Provided Following Expiration/Termination of Contract
Subparagraph 7.7	Confidentiality
Subparagraph 8.6	Compliance with Applicable Law
Subparagraph 8.21	Governing Law, Jurisdiction, and Venue
Subparagraph 8.23	Indemnification
Subparagraph 8.24	General Provisions for All Insurance Coverage
Subparagraph 8.25	Insurance Coverage
Subparagraph 8.31	Dispute Resolution Procedure
Subparagraph 8.38	Record Retention and Inspection-Audit Settlement
Subparagraph 8.48	Effect of Termination
Subparagraph 8.56	Transition Services
Subparagraph 8.64	No Third-Party Beneficiaries
Subparagraph 9.3	Patent, Copyright and Trade Secret Indemnification
Paragraph 10	Survival

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR

()

By

Name

Title

COUNTY OF LOS ANGELES

By

Chair, Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

TREASURY MANAGEMENT SYSTEM

**STATEMENT OF WORK
TREASURY MANAGEMENT SYSTEM**

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**STATEMENT OF WORK
TREASURY MANAGEMENT SYSTEM**

STATEMENT OF WORK ATTACHMENTS

- Attachment 1 Cash Management Workflow
Attachment 2 Reports
*See list of Exhibits below
Attachment 3 Solution Training
Attachment 4 Maintenance and Support Services

STATEMENT OF WORK EXHIBITS

ATTACHMENT 2, REPORTS - EXHIBITS					
Exhibit	1	Daily Cash Worksheet	Exhibit	7	Prior Day Comparison Worksheet
Exhibit	2	Cash Summary Report	Exhibit	8	Bank Transaction Report – Prior Day Data
Exhibit	3	Forecast Transaction Report	Exhibit	9	Check and ACH Disbursements Report
Exhibit	4	Fedwire Transfer Report	Exhibit	10	Credit Card Account Balances Report
Exhibit	5	Bank Balances Report	Exhibit	11	Money Market Account Interest Report
Exhibit	6	Prior Day Daily Cash Worksheet	Exhibit	12	Dashboard

1.0 INTRODUCTION

Per California Government Code 27000-27013, the County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC), acting in his capacity as the County Treasurer, is responsible for banking, investment, and accountability of public funds within his control. Specifically, the County Treasurer develops and maintains centralized billing and collection systems for County departments and agencies; works with County operating departments to revise and update their cash management and collections procedures; assures that all revenue due the County is billed and collected; determines and approves all acceptable media of payment for any obligation owing to the County; analyzes bank account balances, daily incoming revenues, and disbursement fund requirements to determine cash position and funds available for investment; and recommends latest banking products and services to expedite the collection of revenues or manage financial risk for the County.

2.0 DEFINITIONS

The headings used throughout 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 **AFP:** Association for Financial Professionals
- 2.2 **BAI:** Banking Administration Institute
- 2.3 **Business Days:** Monday through Friday, excluding County observed holidays, unless otherwise stated.
- 2.4 **Calendar Days:** Monday through Sunday, including County observed holidays, unless otherwise stated.
- 2.5 **Contract:** This agreement executed between the County and the Contractor, including 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 (SOW), Exhibit A.
- 2.6 **Contract Discrepancy Report:** A document utilized by the TTC to document discrepancies or deficiencies with Contractor's performance and record explanations of unsatisfactory performance.
- 2.7 **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.

- 2.8 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.9 Contractor's Employees:** Any person designated by the Contractor to perform services under this Contract.
- 2.10 County:** The County of Los Angeles.
- 2.11 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. Contractor is required to provide services on County observed holidays where banks are open. A list of County observed holidays may be found on the County's website <https://ttc.lacounty.gov/county-holidays/>.
- 2.12 County's Project Director:** The individual authorized by the TTC to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager. Additionally, County's Project Director shall oversee all projects and serve as a point of escalation, as needed.
- 2.13 County's Project Manager:** The individual authorized by the County's Project Director to manage the operations under this Contract.
- 2.14 Day(s):** Calendar day(s) unless otherwise specified.
- 2.15 Performance Requirements Summary (PRS) Chart:** Identifies the key performance indicators of the Contract that the TTC will evaluate to assure the Contractor meets performance standards, as specified in this Contract and SOW.
- 2.16 Quality Control Plan:** All necessary measures that will be taken by the Contractor to ensure that the quality of service shall meet the Contract requirements regarding timelines, security, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in this Exhibit A, SOW.
- 2.17 Statement of Work (SOW):** A written description of tasks, deliverables, and/or other work required by the County pursuant to this Contract.
- 2.18 Solution:** The Cloud-based/SaaS software and Services Contractor provides under this Contract, including, without limitation, all components, equipment, software, hardware and documentation, and related services,

as specified, created, and/or delivered, collectively comprising the solution that will be used for the contracted daily cash management activities.

2.19 TMS: Treasury Management System

2.20 Treasurer and Tax Collector: The Director of the County's Department of Treasurer and Tax Collector.

2.21 TTC: The Department of Treasurer and Tax Collector.

3.0 SCOPE OF WORK

The TTC is seeking proposals from highly experienced firms to provide a Treasury Management System (TMS) using a Cloud-based/Software-as-a-Service (SaaS) system architecture. The Solution shall process bank data daily and generate reports in real-time for cash positioning calculations. The Solution shall be versatile enough to allow interfaces with existing TTC systems and have built-in reporting features and shall be able to receive daily files from various financial institutions. The TMS shall provide the following functionalities and services:

Section / Sub-section	Requirement (and section header)
Section 3.1	CONTRACTOR SUPPORT
Section 3.1.1	Support Types
Support Types	The Contractor must provide the following support types: training manuals, chat, email, phone, video tutorial, remote access, and on-site support/training.
Unlimited Support	The Contractor must not limit the quantity or type of support (for all "Support Types") for the duration of the Contract. Unless otherwise specifically excluded in the Contract, requested support is deemed to be implicitly included.
Business Hour Support	The Contractor must offer live support during the hours of 7:00 a.m. to 5:00 p.m. Pacific Standard Time (PST).
Section 3.1.2	Escalation
Escalation by The County	The County maintains the right to re-define/escalate the priority level or severity of service requests.
Service Level Agreements	The Contractor must provide its Service Level Agreements (ex: response times) for each support level.
Section 3.1.3	Training and Future Needs
Training	The Contractor must provide training for technical and business users.
Training Updates	The Contractor must provide, at no additional cost, on-site training for updates or release of new functions or software.
Future Needs	The Contractor must provide, at no additional cost, re-training for all currently deployed services, including services not utilized at initial deployment.

Section 3.2	INTERFACES
Interfaces	
Interface - Input	The Solution must provide an automated process to import daily Previous Day BAI bank files received from the following banks and any additional banks the County engages with in the future: • Bank of America • Wells Fargo • Union Bank/U.S. Bank • Chase Bank • Bank of the West • Citibank
Interface – Input	The Solution must provide the ability to import the daily bank files and update the appropriate fields in the Solution.
Interface - Input	The Solution must provide the ability to import the daily maturity projection files and update the appropriate fields in the Solution.
Interface - Production	The Solution must provide the ability to schedule all daily import of files and update the Solution at pre-determined scheduled run times.
Interface - Production	The Solution must provide the ability to rerun all or specific daily BAI bank file processes, whether manual or automated, in order to meet any unforeseen issues.
Interface-Production	The Solution must provide the ability to interface by 7:00 a.m. Pacific Standard Time daily with the County's internal system which uses bank activity data to create deposit entries in the County's general ledger system (Sweep DMR).
Section 3.3	CASH MANAGEMENT
Cash Position	
Daily Cash Worksheet (DCW)	The Solution must provide a Summary of bank account balances, totals and sub-totals based on the BAI files from multiple banks. The worksheet shall display prior-day banking information by banks, including but not limited to: ledger balances, one-day deposit float assignments, one-day float adjustments, float assignments of two or more days, collected balances, collected balance adjustments, adjusted collected balances, adjusted one-day float assignments, opening available balances, current-day credits, current-day debits, net current-day activities, total available cash, as well as the combined totals for all banks, etc., in the format and layout designated by TTC in Attachment 2.
Forecast Daily Cash Worksheet	The Solution must provide ability to generate the Daily Cash Worksheet (see example in Attachment 2) from future date forecast transactions entered the previous afternoon. The Daily Cash Worksheet shall be available to be run for selected dates and different categories such as Forecast, Current or Actuals.
Categorization	The Solution must provide the ability for the User to categorize and group accounts. (Categorization and grouping of accounts shall be user-defined, ex: The

	user will determine which items go into the Daily Cash Worksheet at a summary or detail level.)
Code Modification	The User shall be able to add, delete, and/or modify bank account codes, revenue and disbursement codes, AFP bank codes, and any other codes needed.
Daily Cash Worksheet Modification	The Solution must provide the ability for the User to add, modify, and/or delete columns, rows, fields, and/or other items on the Daily Cash Worksheets.
Cost Effectiveness Analysis	The Solution must have the ability to perform calculations to determine if drawdowns from any TTC contracted banks should be completed according to cost-effectiveness factors like dollar amounts, earnings credit rates and interest rate if the funds are invested.
Drill-down	The Solution must provide the ability for the User to drill down on a transaction and identify all details regarding a transaction by account identification number, transaction type, description code, and description.
Daily Manual Revenue and Disbursement Entries	The Solution must capture all daily manual revenue and disbursement entries and update all applicable worksheets and reports.
Excel Without Manipulation	The Solution must have the ability to download information accurately to Excel, where data does not require manipulation in order to be usable and clear to a user.
Cash Position	The Solution must have the ability to run a cash position and current day reports multiple times per day without any duplication.
Search Capability	The Solution must have the capability to search for specific transaction(s) according to various criteria, such as bank account number, transaction date, dollar amount, or transaction sequence number, etc.
Section 3.4	REPORTING
Section 3.4.1	General Reports
Dashboard	The Solution must feature a high-level dashboard upon login that highlights key treasury operational metrics Attachment 2, Exhibit 12.
Drill Down	The Solution must provide drill down capabilities from the Daily Cash Worksheet's individual components into the detail level for data captured by the system.
Contractor Created Reports	The Contractor must provide, as part of installation and setup, the Attachment 2 Reports prior to go-live.
Administrative Reports	The Solution must provide audit logs and reports in real time by user, transaction type, date, and processing status.
Section 3.4.2	Ad Hoc Reports
Ad hoc Reporting	The Solution must be flexible enough to support ad hoc reporting.
User Defined Reports	The Solution must provide a user defined report-generating capability of historical data stored in various databases. For example, Daily Cash Worksheet (used for current and future days), Prior Day Daily Cash Worksheet, Forecast Transaction Report, Bank Transaction Report – Prior Day Data, Check and ACH Disbursements Report, etc. as shown in Attachment 2.
Section 3.4.3	Scheduled Reports

Scheduled Reports and Tasks	The Solution must automatically execute (at scheduled times) standard and custom reports, according to user defined schedules (daily, weekly, monthly, start/end financial periods).
Automation	The Solution must automatically generate and distribute reports to an electronic mailing list.
Section 3.5	ENVIRONMENTAL / OPERATIONS
Section 3.5.1	Architecture
System Architecture	The Solution must provide a Cloud-based/SAAS system architecture.
System Users	The Solution must allow, at minimum, ten named users with the capacity for at least ten concurrent active sessions, with the ability to add and remove user accounts as necessary during the term of the Contract.
Scalability	The Solution must be upwardly scalable. It will be able to handle increased usage both by number of geographic locations as well as concurrent active sessions.
Solution Downtime	The Solution must be available from 4:00 a.m. PST to 12:00 midnight PST Monday through Friday.
Section 3.5.2	Contingency and disaster recovery
Data Back-up	The Solution must be able to perform scheduled, automatic back-up, deliverable to the Company as requested.
Data Saved	The Solution must maintain all Data for a minimum of five years.
Section 3.6	CONTROLS
Section 3.6.1	Miscellaneous System Controls
Holiday Calendars	The Solution must maintain US domestic bank holiday calendars, and County designated custom dates.
Timeout	The Solution must timeout (auto log off) after a security determined number of minutes of inactivity / unattended machines.
Contract End	The Contractor must return all the company's data in a usable format as requested within a seven-day Service Level Agreement (SLA) at end of the Contract.
User List	The Solution must provide a list of active/inactive users via user selectable report.
Single or Dual Approval	The Solution must provide a way for the user to designate specific access for single or dual approval for user access.
Section 3.6.2	Solution Application Security
General Security	The Solution must provide reporting on elements that have access restrictions. • Audit trail records (includes reports and views which show user, date and time, original data and updated data) • User profiles • Critical static data (ex: settlement instructions) • Limit definitions
Solution Administration	The Solution must provide an administrative role for the County to create/modify/delete user accounts and reset user passwords.
Access Restriction	The Solution must restrict access to certain functions/screens/data on an individual user basis.
Meta Data	The Solution must initiate, capture, record and manage user identities and their related access permissions in an automated fashion.
User Profiles	The Solution must have a unique user profile and password for each user account.

Password Criteria	The Solution must require a Minimum password length of eight or more characters consisting of Alpha (upper and lower case), Numeric and at least one special character types.
Password Reset	The Solution must require Users to change their passwords every defined period (ex. three months a forced reset).
Password Lockout	The Solution must lock accounts after three unsuccessful access attempts.

4.0 IMPLEMENTATION PLAN AND SOLUTION DELIVERY

4.1 Prepare Implementation Plan

After review and validation of the TTC's requirements, the Contractor will determine the best approach to meet the requirements, including configuration of the Solution and customization of the Solution, if needed, and develop an Implementation Plan.

The Contractor must provide TTC the Implementation Plan, which shall include an Application Configuration Document (ACD) and a Final Detail Design Document (FDDD). The Implementation Plan shall be approved by the TTC prior to finalization and implementation.

The ACD describes how the Contractor's Solution will be configured or customized as necessary to meet the TTC's requirements. This document shall include the requested screen mock-ups, required report mock-ups, user security profiles set-up, configuration settings, etc. It shall also include descriptions of Solution integration with the Investment Maturity Projections, the SWEEP DMR System and any other Third-Party Software.

The FDDD describes all the TTC requirements to be implemented into the Solution. The FDDD shall provide the basis for the development and implementation of the Solution. The FDDD shall include, but not be limited to, the following components:

- A. Overall Solution design
- B. Solution navigation diagrams
- C. User interface screens
- D. Solution interfaces
- E. Help functions, including deficiency reporting and tracking; and
- F. Data Conversion and Migration Plan (please see Subparagraph 5.1).

4.2 Deliver Solution

The Contractor shall configure and deliver the Solution for testing in accordance with this SOW and the Contract. The Contractor shall deliver a

Solution that has been certified by the Contractor as meeting the TTC's requirements and which must subsequently pass the TTC's User Acceptance Test(s) described below.

5.0 DATA CONVERSION AND MIGRATION

5.1 Develop Data Conversion and Migration Plan

As part of the FDDD, Contractor shall develop a data conversion/migration strategy and corresponding contingency plan that addresses data clean up, data conversion, and conversion validation (Data Conversion and Migration Plan). The Data Conversion and Migration Plan shall provide maximum reliance on an automated approach with minimum disruption to the existing system and ongoing operations and shall include the following:

- A. County and Contractor roles and responsibilities
- B. Schedule(s) for conversion and migration of existing data
- C. Scope of conversion activities
- D. Pre-conversion requirements
- E. Conversion process flow diagram
- F. Data clean-up process
- G. Specified sample records to be monitored to ensure that data converted as intended when records have been converted
- H. Controls that will ensure that all records were successfully converted.

5.2 Data Conversion and Migration Plan

Within 30 Days of the Effective Date, the Contractor shall deliver to the County for approval a Data Conversion and Migration Plan developed in accordance with Subparagraph 5.1, Develop Data Conversion and Migration Plan. The plan shall be approved by the County prior to implementation. The Data and Conversion plan shall be executed in the test environment initially and only deployed in the Production environment after successful User Acceptance Test Results Report in accordance with Subparagraph 6.1, Develop User Acceptance Test Plan.

5.2.1 Develop Data Conversion and Migration Programs

Contractor shall develop program code for performing the data conversion and migration of existing data in accordance with the Data Conversion and Migration Plan provided by the Contractor under Subparagraph 5.2, Data Conversion and Migration Plan.

5.2.2 Delivery of Data Conversion and Migration Programs

Contractor shall deliver to the County error free Data Conversion and Migration Programs that will convert and migrate the existing data consistent with the Data Conversion and Migration Plan provided by the Contractor under Subparagraph 5.2, Data Conversion and Migration Plan.

5.2.3 Conduct Conversion Test

Contractor shall conduct the Conversion Test to test conversion and migration of existing data using the conversion programs developed under Subparagraph 5.2.1, Develop Data Conversion and Migration Programs. Contractor, in conjunction with the County, shall develop test scenarios including expected results, which will demonstrate that the data was converted and migrated as intended. As part of the Conversion Test, Contractor shall perform all necessary data conversion and migration program corrections and debugging. The Conversion Test shall be performed with a simulated full load. Contractor shall document test results, which will show the actual results of the testing.

5.2.4 Conversion Test Results Report

Contractor shall conduct and successfully complete the Conversion Test in accordance with the requirements outlined in Subparagraph 5.2.3, Conduct Conversion Test. Contractor shall deliver to the County a Conversion Test Results Report, within one week of successful completion of the Conversion Test, which will contain the actual documented results of the test.

5.2.5 Perform Data Conversion

Contractor shall perform data conversion and migration (Develop Data Conversion and Migration Programs), pursuant to the Data Conversion and Migration Plan developed under Subparagraph 5.2.1, Develop Data Conversion and Migration Programs.

5.3 Converted Data

Contractor shall perform data conversion and certify in writing that the Contractor has successfully performed all data conversion and migration in accordance with Subparagraph 5.2, Data Conversion and Migration Plan.

6.0 USER ACCEPTANCE TEST

6.1 Develop User Acceptance Test Plan

Contractor, in collaboration with County, shall prepare and agree upon a User Acceptance Test Plan for the User Acceptance Test, which shall include, but not be limited to:

- A. Detailed descriptions of the purpose and expected results of each User Acceptance Test;
- B. Test scripts;
- C. Testing objectives;
- D. Description of Contractor and County roles in developing the Test Plan and performing the User Acceptance Test;
- E. Training in Solution functionality to allow County users to test the Solution and verify Solution performance; and
- F. Problem resolution strategy and process.

The User Acceptance Test Plan shall include a method for documenting and reporting compliance with Solution requirements. County will verify the accuracy of all such reports. Contractor shall be responsible for any software that may be required to ensure the Solution's conformance to the requirements specified in the FDDD.

6.2 User Acceptance Test Plan

The Contractor shall develop a User Acceptance Test Plan in accordance with the components outlined in Subparagraph 6.1, Develop User Acceptance Test Plan. The plan shall be approved by the County prior to implementation.

6.2.1 Conduct User Acceptance Test

County and Contractor jointly will perform the User Acceptance Test. This test shall be performed with a simulated full load (including existing Bank daily files) in a test environment created by the Contractor. There shall be several cycles of the test performed (testing shall be repeated as necessary) before the User Acceptance Test is approved and complete. When the County determines that the User Acceptance Test is completed, the Solution shall be ready for implementation.

Results of the User Acceptance Test shall be documented, reviewed, and approved in writing by the County. In the event of missing or improperly operating functions, Contractor shall be notified, in writing, by the County's Project Director, or designee, and Contractor shall correct the Deficiencies within five Days from the date of notification. If significant programming changes are made in the course of the User Acceptance Test, Integration and/or Regression Test may need to be repeated, as determined by the County. During this testing period, all personnel designated by the County's Project Director to participate in the User Acceptance Test shall have unlimited access to the new Solution for the purpose of evaluating its functionality.

User Acceptance Test shall not be considered complete until all functionality of the Solution, as described in the FDDD has been successfully tested and the County's Project Director has accepted the final results. In the event the User Acceptance Test results do not satisfy all requirements, as determined by the County, Contractor shall:

- a. Provide a written Solution testing plan and schedule proposal that will satisfy all requirements and that is subject to the written approval by the County; and
- b. Implement and test the proposed Solution until such time as County provides written approval.

6.3 User Acceptance Test Results Report

Contractor shall conduct and successfully complete the User Acceptance Test prior to Solution implementation. Contractor shall deliver to the County a User Acceptance Test Results Report within one week of successful completion of the User Acceptance Test.

7.0 SOLUTION TRAINING AND DOCUMENTATION

7.1 Train County Staff

Contractor shall prepare and implement a comprehensive training program, including any necessary training materials. The training program shall include training courses addressing Technical Training, User Training, and Train-The-Trainers for County's technical staff, users, and trainers respectively, as further described in Attachment 3, Solution Training.

As part of the training, Contractor shall provide designated County groups with extensive working knowledge of the Solution capabilities, training in the administration of the Solution and operation of the Solution in a training environment, problem resolution training to ensure Users will become acquainted with error messages, on-line support, and corrective actions. Training data will be created and incorporated in the training manuals. Data will be refreshed prior to each training session. For the purpose of training, the Contractor shall plan and create a training environment, unless elected otherwise by the County.

7.2 Prepare and Provide User Documentation

Contractor shall prepare Documentation for the Solution. Contractor shall make user reference Documentation available in an electronic format and, if elected by the County, a hardcopy format. Contractor shall update this Documentation when Solution changes or enhancements are implemented.

7.3 Solution Documentation

The Contractor shall provide to the County comprehensive Documentation of Solution functionality and data definitions. Contractor shall deliver this Documentation to the County in an electronic format. Contractor shall also deliver electronic links to any on-line help and Documentation files for the Solution.

8.0 SOLUTION IMPLEMENTATION

8.1 Solution Environments

The Contractor shall provide separate and distinct environments for Development, Testing, Training, and Production. At minimum, the Training and Production environments shall persist throughout the term of the Contract. The Development and Testing environments shall be

maintained throughout the Contract term, unless determined to be cost prohibitive by the County.

The Training and Testing environment configurations shall be identical to Production. Data refreshes between environments shall be done on-demand as requested by the County and shall be included as part of regular maintenance.

8.2 Technical Configuration and Solution Installation Plan

The Contractor shall prepare a Solution Installation Plan that identifies the technical configuration required for the Solution to be used by the County (Solution Installation Plan). The Solution Installation Plan shall be approved by the County prior to implementation. As part of this Subparagraph, Contractor shall:

- A. Identify any environmental modifications (i.e., Firewall Rules, Allowed List, etc.); and
- B. Identify OS/Browser setting requirements needed for the Solution
 - i. Must run on modern Web Browsers (i.e., Latest versions of Chrome or Edge)
- C. Other Hardware configuration (i.e., Printers)
- D. Other Software configuration (i.e., Microsoft Office)

8.3 Solution Cutover and Production Site Installation Plan

After completion of successful User Acceptance Test (UAT) by the County, the Contractor shall prepare and deliver to the County the configuration migration plan from the Development and UAT environments to the Training and Production environments, Production Site Installation Plan which shall, identify the logistics, timing and technical configuration required for the Solution installation and cutover of the Solution to Production Use (Cutover-to-Production), as described in Subparagraph 8.2, Technical Configuration and Solution Installation Plan.

8.3.1 Perform Solution Cutover-to-Production Use

Contractor shall prepare the Solution for Production Use as documented in the Production Site Installation Plan developed pursuant to Subparagraph 8.2, Technical Configuration and Solution Installation Plan. As part of Solution Cutover-to-Production Use, Contractor shall, at a minimum:

- a. Confirm that the County and Contractor have successfully completed all Acceptance Tests;
- b. Transfer to production environment the successfully tested Solution configuration;
- c. Maintain technical staff at the County site or in a mutually agreed upon manner for problem resolution and production assistance for a period of at least five Working Days following Cutover-to-Production or such higher period of time as elected by County;
- d. Take all steps necessary for the transition to Contractor's Help Desk, which shall provide the County with required support; and
- e. At the TTC's option and prior to initiating Production Use of the Solution, the Contractor shall complete a successful test run (Test Run) to ensure that the performance standards outlined in Subparagraph 16.0, Performance Requirements Summary, and Specifications can be met. In addition, the Test Run will validate compliance with the TTC's system performance requirements.

Completion of this Subparagraph shall constitute Cutover-to-Production, and the Solution shall be in Production Use.

8.4 Solution in Production Use

Contractor shall complete the Solution Cutover-to-Production Use as described in Subparagraph 8.3.1, Perform Solution Cutover-to-Production Use, pursuant to the Production Site Installation Plan delivered by Contractor under Subparagraph 8.3, Solution Cutover and Production Site Installation Plan. Upon completion of this Subparagraph 8.4, the software shall be implemented into the production environment and the Solution shall be in Production Use. Contractor shall maintain the Solution in Production Use with no material Deficiencies, as determined in the sole judgment of the County's Project Director, for 90 Calendar Days subsequent to Solution Cutover to Production Use. Upon occurrence of any Deficiency, Contractor shall correct such Deficiency and restart the 90 Days cycle. Contractor shall maintain technical support staff for a period of at least five Working Days following Cutover-to-Production for problem resolution and production assistance. The Contractor shall provide to the County for approval documented results certifying that the Solution has been placed in Production Use. The Solution Implementation

described in Subparagraph 8.0 shall not be deemed complete and accepted until approved in writing by the County's Project Director.

9.0 PERFORMANCE BENCHMARK VERIFICATION

9.1 Develop Performance Benchmark Verification Plan

The Performance Benchmark Verification shall provide stress and reliability testing of the Solution. Contractor shall develop, subject to County's approval, a Performance Benchmark Verification Plan that documents objectives, scenarios, and schedules for the Performance Benchmark Verification. County and Contractor shall conduct the Performance Benchmark Verification within 30 Days following County Project Director's approval of the Solution Implementation.

Stress and reliability verifications are key components of the Performance Benchmark Verification. The County requires that Contractor demonstrate that the Solution can meet all requirements stated in the Specifications, including Performance Requirements and Functional Requirements, and other requirements of this Contract.

The objective of the Performance Benchmark Verification is to exercise the Solution at its peak operating capacity and measure any degradation in Solution performance and Response Time.

9.2 Performance Benchmark Verification Plan

Contractor shall provide, subject to County's approval, a Performance Benchmark Verification Plan, consisting of detailed test plans and scenarios for the Performance Benchmark Verification phase of the project before the Solution may reach Final Acceptance.

The completed Performance Benchmark Verification Plan shall include the tasks, Subparagraphs, and planned dates for completing the Performance Benchmark Verification phase, the test plan scenarios showing each of the tests to be performed, the expected results and the documentation of the test results.

9.2.1 Conduct Performance Benchmark Verification

Before the Solution may reach Final Acceptance, County and Contractor shall perform the Performance Benchmark Verification, the results of which shall serve as a threshold for monitoring Solution performance during the term of the Contract. As part of the Performance Benchmark Verification, County and Contractor shall analyze and document the benchmark results. Contractor

shall correct all Deficiencies identified by the County and otherwise defined in Attachment 4, Maintenance and Support Services, and the County and the Contractor shall conduct re-verification. County and Contractor shall review and analyze the re-verification results. In addition to any other Deficiencies, any result not meeting or exceeding Response Time requirements described in Attachment 4 shall be considered a Deficiency. County and Contractor shall test any such Deficiency to a greater extent to obtain data on the performance of the Solution. Contractor shall determine and document in a written report the cause of each Deficiency, the method for resolution, the required corrective action(s), and the completion dates for corrective action(s). County and Contractor shall conduct the re-verification to confirm that Contractor has successfully corrected the Solution as related to all Deficiencies.

Contractor shall prepare a Final Report of the Performance Benchmark Verification results, which shall, at a minimum, include the following:

- a. A record of all Deficiencies identified
- b. A detailed record of all corrective actions taken; and
- c. A certification of Contractor's successful completion of all corrective actions.

For successful completion of this Subparagraph 9.2.1, Contractor shall obtain the written approval for such Final Report from County's Project Director and County's Project Manager. Upon successful completion of the Performance Benchmark Verification, Contractor shall certify in writing that the Performance Benchmark Verification has been successfully completed and that Contractor has successfully completed all corrective actions.

9.3 Performance Benchmark Verification

County and Contractor shall conduct the Performance Benchmark Verification of the Solution and analyze and document the results pursuant to Subparagraph 9.2.1, Conduct Performance Benchmark Verification. Contractor shall, based upon these results, identify and incorporate Solution performance improvements and complete all corrective actions to correct and/or optimize the Solution. County and Contractor shall document the Performance Benchmark Verification results and all corrective actions taken by Contractor. Contractor shall certify, in writing, that Performance Benchmark Verification for the Solution has been

successfully completed and that Contractor has successfully completed all corrective actions.

9.4 Final Acceptance

Final Acceptance shall occur when: (i) the User Acceptance Test results satisfy all County requirements in accordance with Paragraph 6.0, User Acceptance Test; and (ii) the Solution Implementation is approved in writing by the County's Project Director in accordance with Paragraph 8.0, Solution Implementation; and (iii) Contractor has obtained the County's Project Director's written approval of the Final Report resulting from the Performance Benchmark Verification; and (iv) the Solution has been in Production Use with no material Deficiencies, as determined in the sole judgment of the County's Project Director for 90 Days subsequent to Solution Cutover-to-Production Use in accordance with Subparagraph 8.4, Solution in Production Use.

10.0 PROVIDE MAINTENANCE AND SUPPORT

The Contractor shall provide Maintenance and Support services in accordance with the requirements of this Contract, including as defined in Attachment 4, Maintenance and Support Services, and all Schedules thereto (collectively, Maintenance and Support Services). Maintenance and Support Services include Maintenance Services consisting of Updates, as well as operational Solution Support, which includes, but is not limited to, Help Desk support during Support Hours, as requested by the County.

The Support Services shall commence after Final Acceptance of the Solution and shall continue during the Contract Term, if elected by the County.

The Support Services shall include:

- A. Support for Solution issues/problems, including monitoring and alerting capabilities for platform service disruptions or failures;
- B. Support for Solution upgrades, updates, new releases, etc.;
- C. Support for Solution fixes, patches, etc.; and
- D. Access to knowledgeable Contractor personnel (i.e., Help Desk) who can answer questions on the use of the Solution or provide analysis on solutions to operational problems the County may encounter during the Support Hours and at such other times as the County may require.

11.0 OTHER SERVICES

The County may request additional services, enhancements, customizations and similar changes in scope and in the event of such a request the parties agree to meet and confer in good faith on the feasibility of said request, and if feasible to negotiate in good faith on an amendment pursuant to Contract, Subparagraph 8.1, Change Notices and Amendments, to address said request.

12.0 PROFESSIONAL SERVICES

The Contractor shall provide to the County Professional Services including, but not limited to additional training, the preparation and provision of additional user and Solution reference Documentation, and consulting services, at the applicable rates and fees set forth in Exhibit B, Pricing Schedule. Following County's request for Professional Services, made from time to time during the term of the Contract, Contractor shall submit to the County for approval a not-to-exceed Maximum Fixed Price based on the pricing terms set forth in Exhibit B, Pricing Schedule. County and Contractor shall agree on the Scope of Work for such Professional Services, which shall at a minimum include the tasks, subtasks, and deliverables to be performed, acceptance tests and warranty provisions, as applicable, and the Maximum Fixed Price for such Professional Services.

13.0 INFORMATION SECURITY AND PRIVACY REQUIREMENTS

The Contractor shall adhere to physical and/or computer security safeguards as identified in Exhibit I (Information Security and Privacy Requirements).

14.0 QUALITY CONTROL PLAN

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 County's Contract Administrator within ten Business Days following the start date of this Contract and as changes occur during the Contract Term or upon request. Contractor shall review its QCP annually and update as changes occur.

At a minimum, the QCP shall include the following:

- 14.1** The method of monitoring to ensure that all Contract requirements are being met. 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.

- 14.2** 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.
- 14.3** 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 TTC upon request.
- 14.4** The method for ensuring Contractor maintains confidentiality of County Information.

15.0 BUSINESS CONTINUITY PLAN

The Contractor shall provide a written Business Continuity Plan (BCP) for providing continuing services to the County in the event of an emergency that disrupts the Contractor's operations. The Contractor must provide an updated copy of its BCP to the County's Project Director within ten Business Days of this Contract start date and within ten Business Days when changes occur during the Contract Term. The BCP shall include, at a minimum, the following components:

- 15.1** The process for notifying the TTC immediately of any emergency that disrupts service (i.e., power outages, natural disaster, fire, cyber terrorism, etc.),
- 15.2** Timeline for operationalizing the BCP,
- 15.3** Description of the Contractor's disaster recovery plans and solutions,
- 15.4** Address, phone number, and fax number of any alternate site(s) where Contractor will perform services,
- 15.5** Description of the production capabilities at any alternate site(s),
- 15.6** Description of the Contractor's Information Technology (IT) plans and features to ensure the County's information remains accessible and secure,
- 15.7** Description of how Contractor would implement the BCP,
- 15.8** Description of how Contractor will test the BCP on an annual basis and update it accordingly, and
- 15.9** Provide the County a copy of annual BCP test results.

16.0 PERFORMANCE REQUIREMENTS SUMMARY

The Performance Requirements Summary (PRS) chart lists the required services monitored by the County during the Contract Term:

- 16.1** 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, or expand 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, 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.
- 16.2** Subject to the Subparagraph 8.26.2 of the Contract, at the County's sole discretion, when the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply nonperformance remedies that may include, but are not limited to, the following:
- Require the Contractor to implement a Corrective Action Plan (CAP), subject to approval by the County. In the CAP, the Contractor shall include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
 - If Contractor fails to remedy any breach identified in the PRS after 15 Days' notice from the County, provided such notice is given by the County within 30 Days of the breach, reduce payment to the Contractor based on the assessment indicated in the PRS Chart or as otherwise provided in Sample Contract, Subparagraph 8.26, Liquidated Damages.
 - Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
 - Failure of the Contractor to comply with or satisfy requests for improvement of performance or to perform the neglected work specified within ten Business Days, or the timeframe specified by the TTC, shall constitute authorization for the County to have the service(s) performed by others. Contractor shall reimburse the County for the entire cost of such work performed by others because of the Contractor's failure to perform said service(s), as determined by the County pursuant to Sample Contract, Paragraph 8.43, Termination for Default, Subparagraph 8.43.2. The Contractor shall credit to the County on the Contractor's future invoice(s) under this Contract or any

other County Contract or as otherwise provided in Sample Contract, Subparagraph 8.26, Liquidated Damages.

- 16.3** Nothing within this section precludes the County's right to terminate this Contract upon ten Days' written notice with or without cause as provided in this Contract.

17.0 QUALITY ASSURANCE PLAN

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

17.1 Meetings

The Contractor is required to attend any scheduled meeting as agreed to by the County and the Contractor. Failure to attend may result in an assessment as defined in the PRS. The County will notify the Contractor in writing of the assessment and will deduct the assessment from payment to the Contractor.

17.2 Contract Discrepancy Report

The County will determine whether a formal Contract Discrepancy Report (CDR) is issued to the Contractor. Upon receipt of this document, the Contractor shall respond in writing to the County within three Business Days, acknowledging the reported discrepancies or presenting contrary evidence. The County 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 County within five Business Days and resolve discrepancy within a time period mutually agreed upon by the County and the Contractor.

17.3 Contractor Complaint Log

The Contractor shall maintain a log of all complaints received from the County or the external users. The Contractor shall immediately investigate all complaints and provide a written report to the County 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 regarding the corrective action taken to avoid or mitigate the recurrence of such a complaint.

The County retains the right to terminate this Contract if the Contractor does not take any action to said complaint(s).

18.0 GENERAL CRITERIA FOR SATISFACTORY AND UNSATISFACTORY PERFORMANCE

Performance of a listed service is considered satisfactory when no discrepancies are found by the TTC through Contract monitoring or other means. When performance is unsatisfactory, the TTC may complete a CDR and send this to the Contractor. The Contractor shall then be required to respond to the CDR in writing within ten Business Days explaining why performance was unsatisfactory, how performance will be returned to satisfactory levels, and how a reoccurrence will be prevented.

The TTC's Project Director will evaluate the written response and, at his/her sole discretion, determine whether the Contractor shall be responsible for full payment, partial payment, or if the Contract termination process is applicable.

19.0 DAYS OF OPERATION/HOURS/WORKDAY

The Contractor shall maintain Days and hours of operation and staffing sufficient to complete all services within the timeframes directed by the TTC. TTC's general work hours are from Monday through Friday, during the hours of 7:00 a.m. to 5:00 p.m. Pacific Time (PT). The TTC's Investment Operations begin at 5:00 a.m. PT.

Development, testing, implementation, on-site maintenance and any other services that require access to County facilities may only be performed during normal business hours (Monday through Friday, 7:00 a.m. to 5:00 p.m. PT) except for County Observed Holidays, unless specified otherwise in the Contract, or requested by the County. The County's Project Manager will provide a list of the County holidays to the Contractor at the time the Contract is approved, and annually, at the beginning of the calendar year.

However, Proposer shall provide any necessary services, including but not limited to, those services described in the Contract and Exhibit A, SOW, including any Exhibits and Attachments thereto, that do not require access to County facilities, regardless of the County's normal business hours and/or observed holidays.

A list of County Observed Holidays may be found on the TTC's website <https://ttc.lacounty.gov/county-holidays/>.

EXHIBIT A1

STATEMENT OF WORK ATTACHMENTS AND EXHIBITS

TREASURY MANAGEMENT SYSTEM

EXHIBIT A1

STATEMENT OF WORK ATTACHMENTS AND EXHIBITS

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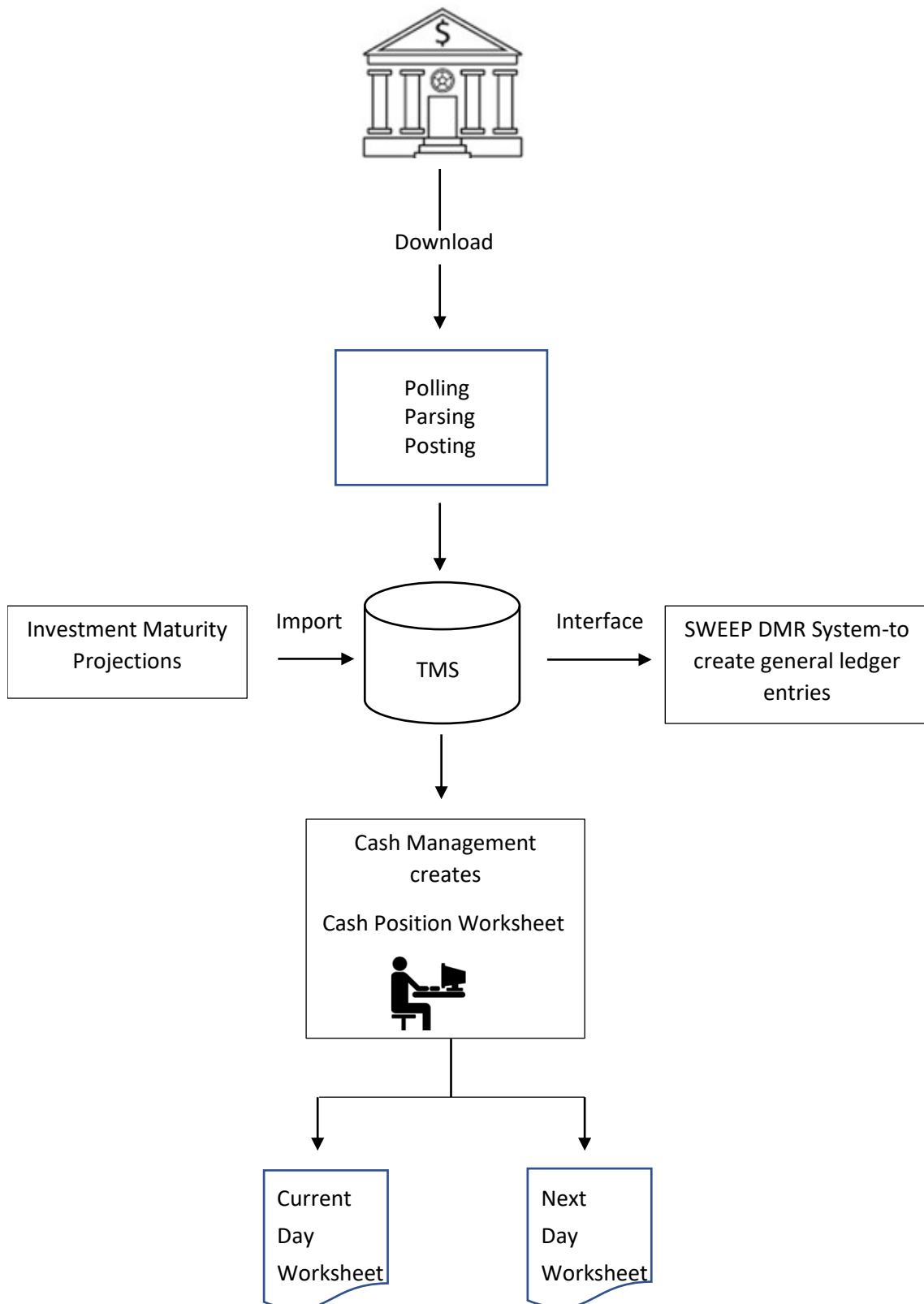
STATEMENT OF WORK ATTACHMENTS

- Attachment 1 Cash Management Workflow
- Attachment 2 Reports
 *See list of Exhibits below
- Attachment 3 Solution Training
- Attachment 4 Maintenance and Support Services

STATEMENT OF WORK EXHIBITS

ATTACHMENT 2, REPORTS - EXHIBITS					
Exhibit	1	Daily Cash Worksheet	Exhibit	7	Prior Day Comparison Worksheet
Exhibit	2	Cash Summary Report	Exhibit	8	Bank Transaction Report – Prior Day Data
Exhibit	3	Forecast Transaction Report	Exhibit	9	Check and ACH Disbursements Report
Exhibit	4	Fedwire Transfer Report	Exhibit	10	Credit Card Account Balances Report
Exhibit	5	Bank Balances Report	Exhibit	11	Money Market Account Interest Report
Exhibit	6	Prior Day Daily Cash Worksheet	Exhibit	12	Dashboard

CASH MANAGEMENT WORKFLOW



REPORTS

Exhibit 1 – Daily Cash Worksheet

Daily Cash Worksheet All Accounts

T + C

Date: 1/20/2022		Net Movement Uses Forecast		Last Refreshed: 9:47:05											
Display Ccy: Actual		Display Value: Actual		Opening Bal: Default											
ALL		CONCEN		M_MARKET		TOTAL_ABL									
Ccy	Category Desc	_BOFA	_BOWEST	_CITIBANK	_JP MORGAN	_UNION BANK	_WELLS FARGO	BWest_MMA	JPMorgan_MMA	Unknown	Grand Total				
USD	Opening Balance	23,417,781.87	3,354,963.84	0.00	2,640,167.22	5,281,904.82	0.00	0.00	0.00	0.00	34,694,817.75				
USD	TTC ON-US DEPOSIT	2,000,000.00	0.00	0.00	1,000,000.00	0.00	0.00	0.00	0.00	0.00	3,000,000.00				
USD	TTC MIXED DEPOSIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
USD	PROPERTY TAX - EFT	11,956,019.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,956,019.94				
USD	TR CREDIT CARD DEPOSITS (W)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
USD	STATE APPORTIONMENT	17,806,072.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,806,072.29				
USD	SACRAMENTO LOCKBOX	77,237,484.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	77,237,484.79				
USD	SWEEP ZBA	10,153,041.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,153,041.75				
USD	ACH CREDITS	1,100,317.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,100,317.29				
USD	LACPIF DEPOSITS	2,000,001.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000,001.00				
USD	WIRE IN EXTERNAL	25,000,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,000,000.00				
USD	MISC CREDITS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
USD	Sub Total - Credits	147,252,937.06	0.00	0.00	1,000,000.00	0.00	0.00	0.00	0.00	0.00	148,252,937.06				
USD	WARRANT CLEARINGS	-5,300,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-5,300,000.00				
USD	CONTROLLED DISBURSEMENTS	-15,517,279.02	0.00	-27,143,858.83	0.00	0.00	0.00	0.00	0.00	0.00	-42,661,137.85				
USD	PAYROLL DIRECT DEPOSITS	-10,576,689.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-10,576,689.89				
USD	ACH PAYMENTS	-1,038,012,825.79	0.00	-41,189,674.65	0.00	0.00	0.00	0.00	0.00	0.00	-1,079,202,500.44				
USD	ACH DEBIT SETTLEMENTS	-1,169,581.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1,169,581.26				
USD	PAYROLL TAXES	-3,333,622.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-3,333,622.16				
USD	LACPIF WITHDRAWALS (W)	-2,046,885.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2,046,885.92				
USD	WIRE OUT EXTERNAL (W)	-67,775,290.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-67,775,290.17				
USD	NEGATIVE SWEEP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
USD	MISC DEBITS	0.00	-3,354,963.84	0.00	-3,640,167.22	0.00	0.00	0.00	0.00	0.00	-6,995,131.06				
USD	Sub Total - Debits	-1,143,732,174.21	-3,354,963.84	-68,333,533.48	-3,640,167.22	0.00	0.00	0.00	0.00	0.00	-1,219,060,838.75				
USD	MATURITIES FROM INVESTMENT (W)	1,528,832,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,528,832,000.00				
USD	MONEY MARKET MATURITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
USD	MONEY MARKET PURCHASES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
USD	MONEY MARKET NET WIRE (W)	-47,936,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-47,936,000.00				
USD	PURCHASES/INVESTMENTS (W)	-444,783,527.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-444,783,527.78				
USD	Sub Total - Investment Activities	1,036,112,472.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,036,112,472.22				
USD	BANK SWITCHES - WIRE-IN (W)	5,281,904.82	0.00	0.00	0.00	-5,281,904.82	0.00	0.00	0.00	0.00	0.00				
USD	BANK SWITCHES - WIRE-OUT (W)	-68,333,533.48	0.00	68,333,533.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
USD	Sub Total - Bank Switches	-63,051,628.66	0.00	68,333,533.48	0.00	-5,281,904.82	0.00	0.00	0.00	0.00	0.00				
USD	Closing Balance	-611.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-611.72				

Account/Categories

Blank

Exhibit 2 – Cash Summary Report

Daily Cash Worksheet
All Accounts

Date: 1/20/2022
☒ Actual
Display Ccy:
Display Value: Actual
☒ Zero Value
Opening Bal: Default

History: (Current)
Last Refreshed: 9:55:34
☐ Standard ☒ Summary ☐ Totals by Category

Pool Group: ALL
All
USD

Category Desc.	Forecast	Bank	Bank-Forecast
Opening Balance	34,694,817.75	34,694,817.75	
Sub Total - Credits	148,252,937.06	268,553,517.52	120,300,580.46
Sub Total - Debits	-1,219,060,838.75	-1,213,309,932.93	5,750,905.82
Sub Total - Investment Activities	1,036,112,472.22	1,036,112,472.22	0.00
Sub Total - Bank Switches	0.00	0.00	0.00
Unmapped Transactions	0.00	0.00	0.00
Closing Balance	-611.72	126,050,874.56	126,051,486.28
Target Balance	0.00	0.00	
Funding Requirement	611.72	-126,050,874.56	

AccountCategories
Bank

USD Sheet2 Sheet3 Sheet4 Sheet5

Exhibit 3 – Forecast Transaction Report

Forecast Transaction Report					Date: Tuesday, March 29, 2022 Time: 9:57:31 AM
Transaction Date: 2022-01-20					
Bank	Tran Type	Value Date	Line Code	Reference	Amount
BA	ACH_CR				
		1/20/2022		ACH CREDITS	1,100,317.29
					TOTAL 1,100,317.29
BA	INCW				
		1/20/2022		Sanitation Districts of Los Angeles County - Investments- Net calls/maturities	25,000,000.00
					TOTAL 25,000,000.00
BA	LACPIF_DEP				
		1/20/2022		LACPIF DEPOSITS - CHINOH	2,000,000.00
		1/20/2022		LACPIF DEPOSITS - CLARIT	1.00
					TOTAL 2,000,001.00
BA	MAT				
		1/20/2022	RCITINVST	DRAWDOWN	628,832,000.00
		1/20/2022	RCITINVST	DRAWDOWN	900,000,000.00
					TOTAL 1,528,832,000.00
BA	SACTO_LBX				
		1/20/2022		SACTO LOCKBOX - MED	9,849,253.63
		1/20/2022		SACTO LOCKBOX - REG	67,388,231.16
					TOTAL 77,237,484.79
BA	STA_APPORT				
		1/20/2022		SACTO EFT - BOOKING FEES	56,415.75
		1/20/2022		SACTO EFT - CALIFORNIA OFFICE OF EMERGENCY SERVICES	640,164.78
		1/20/2022		SACTO EFT - CITIZENS' OPTION FOR PUBLIC SAFETY AND JUVENILE JUSTICE PROGRAMS	7,385,146.15
		1/20/2022		SACTO EFT - JUVENILE PROBATION ACTIVITIES	8,717,416.45
		1/20/2022		SACTO EFT - JUVENILE PROBATION CAMP FUNDING	1,006,929.16
					TOTAL 17,806,072.29
BA	SWEEP				
		1/20/2022		REVENUE SWEEP	1,500,000.00
		1/20/2022		REVENUE SWEEP - ALL	4,151,265.72
		1/20/2022		REVENUE SWEEP - LACOE CHECKS	4,498,527.86
		1/20/2022		REVENUE SWEEP - LAUSD LOCKBOX	3,248.17
					TOTAL 10,153,041.75
BA	TAX_EFT				
		1/20/2022		TAX ACH eCOMMERCE 63718	11,956,019.94
					TOTAL 11,956,019.94
BA	TR				
		1/20/2022		TREASURER DEPOSIT	2,000,000.00
					TOTAL 2,000,000.00

Exhibit 4 – Fedwire Transfer Report

Fedwire Transfer Report				Date: Thursday, January 20, 2022 Time: 3:33:42 PM
Transaction Date: 2022-01-20				
Value Date	Tran Type	Line Number	Reference	Wire Amount
1/20/2022	LACPIF_WDL	LACPIF_WDL	GLENDALE	\$46,885.92
1/20/2022	LACPIF_WDL	LACPIF_WDL	LACDA	\$2,000,000.00
1/20/2022	MAT	RCITINVST	DRAWDOWN	\$900,000,000.00
1/20/2022	MAT	RCITINVST	DRAWDOWN	\$628,832,000.00
1/20/2022	MMA_WIRE	JPMMA	Auto Fund Transfer From BAC003 To JPM828 1/20/2022	\$47,936,000.00
1/20/2022	OUTW	WIRE_EARLY	ADP09102 (EARLY)	\$13,327.08
1/20/2022	OUTW	WIRE_EARLY	EMPOWER-GW (EARLY)	\$64,465,368.19
1/20/2022	OUTW	WIRE_TEMPL	SBCERA	\$1,683,476.44
1/20/2022	OUTW	WIRE_TEMPL	TIAA	\$3,735.00
1/20/2022	OUTW	WIRE_TEMPL	WAGEWORKS	\$366,162.82
1/20/2022	OUTW	WIRE_TEMPL	HIGHERONE2	\$1,854.00
1/20/2022	OUTW	WIRE_TEMPL	HIGHERONE2	\$1,051,591.50
1/20/2022	OUTW	WIRE_TEMPL	CALSTRS403B	\$120,817.14
1/20/2022	OUTW	WIRE_TEMPL	CALSTRS457B	\$10,000.00
1/20/2022	OUTW	WIRE_TEMPL	G5FINAID	\$58,958.00
1/20/2022	PUR	CITINVST	FUNDING	\$440,000,000.00
1/20/2022	PUR	CITINVST	FUNDING	\$4,783,527.78
1/20/2022	WIREIN	RUNION	Auto Fund Transfer From UB1653 To BAC003 1/20/2022	\$5,281,904.82
1/20/2022	WIREOUT	CTBNKCC	Auto Fund Transfer From BAC003 To CIT623 1/20/2022	\$68,333,533.48
Wire Count: 19				Total: \$2,164,989,142.17

Exhibit 5 – Bank Balances Report

Bank Balances w/Totals					Date: Tuesday, March 29, 2022 Time: 10:08:11 AM			
Transaction Date:		2022-01-19						
Transaction Date	Bank	Account No	Ledger Balance	Collected Balance	1-Day Float	2-Day Float	Total Credits	Total Debits
1/19/2022	BAC003	2003	26,608,078.85	1,162,857.51	22,254,924.36	3,190,296.98	552,264,124.87	552,871,820.10
1/19/2022	BW3045	3045	3,354,963.84	3,354,963.84			3,331,692.47	
1/19/2022	CIT623	0623	87,246.74	87,246.74	0.00	0.00	46,001,793.50	45,924,075.95
1/19/2022	JPM650	1650	2,640,167.22	1,740,913.04	899,254.18	0.00	3,040,348.71	25,201.26
1/19/2022	UB1653	1653	5,281,904.82	5,281,904.82	0.00	0.00	1,136,164.27	0.00
1/19/2022	WFB288	6288	0.00	0.00	0.00	0.00	0.00	0.00

Exhibit 6 – Prior Day Daily Cash Worksheet

Daily Cash Worksheet All Accounts

Date 1/20/2022		Net Movement Uses Current		Last Refreshed 10:21:06									
Display Ccy		Display Value Actual		Opening Bal Default									
ALL		CONCEN		M_MARKET		TOTAL_ABL							
Ccy	Category Desc.	_BOFA	_BOWEST	_CITIBANK	_JP MORGAN	_UNION BANK	_WELLS FARGO	BWest_MMA	JPMorgan_MMA	Unknown	Grand Total		
USD	Opening Balance	23,417,781.87	3,354,963.84	0.00	2,640,167.22	5,281,904.82	0.00	0.00	0.00	0.00	34,694,817.75		
USD	TTC ON-US DEPOSIT	3,598,113.56	159,463.64	0.00	1,804,004.33	535,751.76	0.00	0.00	0.00	0.00	6,097,333.29		
USD	TTC MIXED DEPOSIT	13,141,706.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13,141,706.57		
USD	PROPERTY TAX - EFT	11,900,459.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,900,459.94		
USD	TR CREDIT CARD DEPOSITS (W)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
USD	STATE APPORTIONMENT	17,806,072.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,806,072.29		
USD	SACRAMENTO LOCKBOX	77,237,484.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	77,237,484.79		
USD	SWEEP ZBA	89,267,656.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	89,267,656.15		
USD	ACH CREDITS	1,100,317.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,100,317.29		
USD	LACPIF DEPOSITS	2,000,001.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000,001.00		
USD	WIRE IN EXTERNAL	50,000,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,000,000.00		
USD	MISC CREDITS	2,486.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,486.20		
USD	Sub Total - Credits	266,054,297.79	159,463.64	0.00	1,804,004.33	535,751.76	0.00	0.00	0.00	0.00	268,553,517.52		
USD	WARRANT CLEARINGS	-6,360,325.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-6,360,325.26		
USD	CONTROLLED DISBURSEMENTS	-15,517,279.02	0.00	-27,215,441.94	0.00	0.00	0.00	0.00	0.00	0.00	-42,732,720.96		
USD	PAYROLL DIRECT DEPOSITS	-10,573,180.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-10,573,180.08		
USD	ACH PAYMENTS	-1,038,012,582.08	0.00	-41,189,674.65	0.00	0.00	0.00	0.00	0.00	0.00	-1,079,202,256.73		
USD	ACH DEBIT SETTLEMENTS	-1,169,581.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1,169,581.26		
USD	PAYROLL TAXES	-3,333,622.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-3,333,622.16		
USD	LACPIF WITHDRAWALS (W)	-2,046,885.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2,046,885.92		
USD	WIRE OUT EXTERNAL (W)	-67,775,290.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-67,775,290.17		
USD	NEGATIVE SWEEP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
USD	MISC DEBITS	-115,387.52	0.00	0.00	-682.87	0.00	0.00	0.00	0.00	0.00	-116,070.39		
USD	Sub Total - Debits	-1,144,904,133.47	0.00	-68,405,116.59	-682.87	0.00	0.00	0.00	0.00	0.00	-1,213,309,932.93		
USD	MATURITIES FROM INVESTMENT (W)	1,528,832,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,528,832,000.00		
USD	MONEY MARKET MATURITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
USD	MONEY MARKET PURCHASES	-47,936,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-47,936,000.00		
USD	MONEY MARKET NET WIRE (W)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
USD	PURCHASES/INVESTMENTS (W)	-444,783,527.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-444,783,527.78		
USD	Sub Total - Investment Activities	1,036,112,472.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,036,112,472.22		
USD	BANK SWITCHES - WIRE-IN (W)	5,281,904.82	0.00	68,333,533.48	0.00	0.00	0.00	0.00	0.00	0.00	73,615,438.30		
USD	BANK SWITCHES - WIRE-OUT (W)	-68,333,533.48	0.00	0.00	0.00	-5,281,904.82	0.00	0.00	0.00	0.00	-73,615,438.30		
USD	Sub Total - Bank Switches	-63,051,628.66	0.00	68,333,533.48	0.00	-5,281,904.82	0.00	0.00	0.00	0.00	0.00		
USD	Unmapped Transactions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Account/Categories	USD Closing Balance	117,628,789.75	3,514,427.48	-71,583.11	4,443,488.68	535,751.76	0.00	0.00	0.00	0.00	126,050,874.56		
Bank													

Exhibit 7 – Prior Day Comparison Worksheet

Daily Cash Worksheet At Accounts

Date: 1/20/2022 Account: Category: History: Current Save

Display Ccy: Actual Last Refreshed: 1/20/21

Display Value: Actual

Opening Bal: Default

Pool Group: ALL

USD

Category Desc	Forecast	Bank	Bank Forecast
Opening Balance	25,687,276.81	25,687,276.81	
TTC ON-US DEPOSIT	6,035,101.03	12,850,238.78	6,815,137.75
TTC MIXED DEPOSIT	0.00	18,204,237.15	18,204,237.15
PROPERTY TAX - EFT	35,098,875.17	35,838,493.59	738,618.22
TR CREDIT CARD DEPOSITS (W)	14,664,770.72	14,664,770.72	0.00
STATE APPORTIONMENT	0.00		
SACRAMENTO LOCKBOX	104,408,955.12	104,408,955.12	0.00
SWEEP ZBA	10,976,422.27	11,442,854.24	466,231.97
ACH CREDITS	1,056,241.40	1,056,241.40	0.00
LACPF DEPOSITS	0.00		
WIRE IN EXTERNAL	0.00	289,459.00	289,459.00
MISC CREDITS	0.00	6,603.85	6,603.85
Sub Total - Credits	233,240,475.71	289,761,863.85	26,521,187.94
WARRANT CLEARINGS	-7,500,000.00	-2,196,819.71	-1,096,819.71
CONTROLLED DISBURSEMENTS	-55,777,163.76	-55,894,824.21	82,460.55
PAYROLL DIRECT DEPOSITS	-2,304,728.65	-2,304,728.65	0.00
ACH PAYMENTS	-35,770,245.53	-35,769,185.53	1,059.00
ACH DEBIT SETTLEMENTS	-1,005,134.56	-1,005,134.56	0.00
PAYROLL TAXES	-88,178.94	-88,178.94	0.00
LACPF WITHDRAWALS (W)	-1,600,000.00	-1,600,000.00	0.00
WIRE OUT EXTERNAL (W)	-10,098,274.97	-10,098,274.97	0.00
NEGATIVE SWEEP	0.00	-7,215.81	-7,215.81
MISC DEBITS	-7,629,132.72	-85,872.04	7,742,280.88
Sub Total - Debits	-122,872,859.63	-116,753,165.32	6,119,753.71
MATURITIES FROM INVESTMENT (W)	300,010,869.67	300,010,869.67	0.00
MONEY MARKET MATURITIES	0.00		
MONEY MARKET PURCHASES	-5,320,000.00	-5,320,000.00	0.00
MONEY MARKET NET WIRE (W)	0.00	0.00	0.00
PURCHASES/INVESTMENTS (W)	-430,746,198.49	-430,746,198.49	0.00
Sub Total - Investment Activities	-136,055,331.82	-136,055,331.82	0.00
BANK SWITCHES - WIRE-IN (W)	0.00	46,001,793.50	46,001,793.50
BANK SWITCHES - WIRE-OUT (W)	0.00	-46,001,793.50	-46,001,793.50
Sub Total - Bank Switches	0.00	0.00	0.00
Unmapped Transactions	0.00	0.00	0.00
Closing Balance	-58.33	32,640,303.32	32,640,941.85
Target Balance	0.00	0.00	
Funding Requirement	638.33	-32,640,303.32	

Account/Categories: Bank

USD Sheet2 Sheet3 Sheet4 Sheet5

Exhibit 8 – Bank Transaction Report – Prior Day Data

Bank Transaction Report						Date: Friday, January 21, 2022
						Time: 8:13:16 AM
Transaction Date: 2022-01-20						
Bank	C/D	WS Cat	Date	BAI	Comments	Amount
BAC003						
					SACTO_LBX	
			1/20/2022	357	000000000000000045043600200000000055BOOK TRANSFERFDES NCA	67,388,231.16
					0001436 932828	
			1/20/2022	357	000000000000000045043600020000000055BOOK TRANSFERFDES NCA	9,849,253.63
					0001436 932828	
						TOTAL 77,237,484.79
					STA_APPOR	
			1/20/2022	165	00000000000000001803422968600000000000APPORT ST OF CA	8,717,416.45
					DES:APSAPPORTS ID:136INDN:LOS ANGELES COUNTY TRE CO	
					ID:9001113698 PPD	
			1/20/2022	165	00000000000000001803422956500000000000APPORT ST OF CA	7,385,146.15
					DES:APSAPPORTS ID:136INDN:LOS ANGELES COUNTY TRE CO	
					ID:9001113698 PPD	
			1/20/2022	165	00000000000000001803422955700000000000APPORT ST OF CA	1,006,929.16
					DES:APSAPPORTS ID:136INDN:LOS ANGELES COUNTY TRE CO	
					ID:9001113698 PPD	
			1/20/2022	165	00000000000000001803422967600000000000APPORT ST OF CA	640,164.78
					DES:APSAPPORTS ID:136INDN:LOS ANGELES COUNTY TRE CO	
					ID:9001113698 PPD	
			1/20/2022	165	00000000000000001803422953900000000000APPORT ST OF CA	56,415.75
					DES:APSAPPORTS ID:136INDN:LOS ANGELES COUNTY TRE CO	
					ID:9001113698 PPD	
						TOTAL 17,806,072.20
D						
					ACHDR	
			1/20/2022	577	TRSF TO [REDACTED] 0218	-1,169,581.26
						TOTAL -1,169,581.26
					ACHPYRL	
			1/20/2022	577	TRSF TO [REDACTED] 0351	-10,573,180.08
						TOTAL -10,573,180.08
					ACHVNDR	
			1/20/2022	577	TRSF TO [REDACTED] 0254	-142,587.67
			1/20/2022	577	TRSF TO [REDACTED] 03477	-22,148,908.86
			1/20/2022	577	TRSF TO [REDACTED] 03652	-1,184,419.64
			1/20/2022	577	TRSF TO [REDACTED] 05971	-11,443.07
			1/20/2022	577	TRSF TO [REDACTED] 01448	-999,999,999.00
			1/20/2022	577	TRSF TO [REDACTED] 01448	-14,525,223.84
						TOTAL -1,038,012,582.08
					CTRLDISB	
			1/20/2022	577	TRSF TO [REDACTED] 0738	-301,785.78
			1/20/2022	577	TRSF TO [REDACTED] 0737	-163,046.37
			1/20/2022	577	TRSF TO [REDACTED] 2516	-25,350.08
			1/20/2022	577	TRSF TO [REDACTED] 2530	-272,680.99
			1/20/2022	577	TRSF TO [REDACTED] 5848	-14,345,061.22
			1/20/2022	577	TRSF TO [REDACTED] 7106	-408,554.58
						TOTAL -15,517,279.02

Exhibit 9 – Check and ACH Disbursements Report

Warrant Clearings			Date: Tuesday, March 29, 2022 Time: 10:45:55 AM	
Transaction Date:		2022-01-20		
Bank	WS Category	Value Date	Comments	Amount
BAC003	ACHDR	1/20/2022	TRSF TO █████ 3218	-1,169,581.26
				TOTAL -1,169,581.26
	ACHPYRL	1/20/2022	TRSF TO █████ 0351	-10,573,180.08
				TOTAL -10,573,180.08
	ACHVNR	1/20/2022	TRSF TO █████ 2254	-142,587.67
		1/20/2022	TRSF TO █████ 3477	-22,148,908.86
		1/20/2022	TRSF TO █████ 3652	-1,184,419.64
		1/20/2022	TRSF TO █████ 5971	-11,443.07
		1/20/2022	TRSF TO █████ 1448	-14,525,223.84
		1/20/2022	TRSF TO █████ 1448	-999,999,999.00
				TOTAL -1,038,012,582.08
	CTRLDISB	1/20/2022	TRSF TO █████ 0738	-301,785.78
		1/20/2022	TRSF TO █████ 0737	-163,846.37
		1/20/2022	TRSF TO █████ 2516	-25,350.08
		1/20/2022	TRSF TO █████ 2530	-272,680.99
		1/20/2022	TRSF TO █████ 5848	-14,345,061.22
		1/20/2022	TRSF TO █████ 7106	-408,554.58
				TOTAL -15,517,279.02
	PYRLTAXES	1/20/2022	TRSF TO █████ 30350	-2,606,286.98
		1/20/2022	TRSF TO █████ 30349	-727,335.18
				TOTAL -3,333,622.16
	WRNTCLRG	1/20/2022	TRSF TO █████ 0050	-364,886.54
		1/20/2022	TRSF TO █████ 0498	-1,421.00
		1/20/2022	TRSF TO █████ 2969	-1,427.14
		1/20/2022	TRSF TO █████ 3539	-2,124.86
		1/20/2022	TRSF TO █████ 7440	-12,041.74
		1/20/2022	TRSF TO █████ 0528	-357,499.11
		1/20/2022	TRSF TO █████ 0518	-621,539.76
		1/20/2022	TRSF TO █████ 0522	-12,888.41
		1/20/2022	TRSF TO █████ 3633	-12,962.14
		1/20/2022	TRSF TO █████ 3656	-671,598.89
		1/20/2022	TRSF TO █████ 0526	-58,624.38
		1/20/2022	TRSF TO █████ 1400	-3,919,369.01
		1/20/2022	TRSF TO █████ 1443	-66,270.57
		1/20/2022	TRSF TO █████ 0530	-29,121.64
		1/20/2022	TRSF TO █████ 0520	-3,875.39
		1/20/2022	TRSF TO █████ 0524	-224,674.68
				TOTAL -6,360,325.26
CIT623	ACHVNR	1/20/2022	ACT TRANSFER DRACCT TRANSFER ---- ACCOUNT █████ 1322EFTVENDOR PAYMENT	-37,531,565.33
		1/20/2022	ACT TRANSFER DRACCT TRANSFER ---- ACCOUNT █████ 6105LACOE EFTVEND PYMT-BEST	-3,658,109.32
				TOTAL -41,189,674.65
	CTRLDISB	1/20/2022	ACT TRANSFER DRACCT TRANSFER ---- ACCOUNT █████ 6502LACOE CONTROLLED DISB - TSA	-499,885.09
		1/20/2022	ACT TRANSFER DRACCT TRANSFER ---- ACCOUNT █████ 8165LA COUNTY OFFICE OF EDUCATION	-13,777,911.40
		1/20/2022	ACT TRANSFER DRACCT TRANSFER ---- ACCOUNT █████ 6113LACOE - B - BEST	-12,937,645.45
				TOTAL -27,215,441.94
				TOTAL -1,143,371,686.45

Exhibit 10 – Credit Card Account Balances Report

Credit Card Account Balances

Date: Thursday, January 20, 2022
Time: 4:10:32 PM

Transaction Date: 2022-01-19

Account No	Our Bank	Balance Date	Ledger Balance	Collected Balance	1-Day Float	2-Day Float
0345	BAC345	1/19/2022	3,980,916.79	3,980,916.79	0.00	0.00

Exhibit 11 – Money Market Account Interest Report

Money Market Account Interest

Date: Thursday, January 20, 2022
Time: 4:13:22 PM

Transaction Date: 2022-01-19

Bank of the West

Our Bank	Value Date	BAI	Comments	Amount
BW5322	1/19/2022	195	INCOMING MONEY TRANSFERREFERENCE # 220119006059 WIRE CREDITSENDING BANK REFERENCE # 2022011900428158	5,320,000.00
				TOTAL 5,320,000.00

Exhibit 12 – Dashboard

OPENING BALANCES Bank Balances w/Totals Date: Wednesday, April 6, 2022 Time: 11:27:55 PM Transaction Date: 4/5/2022 Run Run and Hide Parameters	FEDWIRE REPORT Fedwire Transfer Report Date: Wednesday, April 6, 2022 Time: 11:27:56 PM Transaction Date: 4/6/2022 Run Run and Hide Parameters
BANK TRANSACTION REPORT Bank Transaction Report Date: Wednesday, April 6, 2022 Time: 11:27:57 PM Transaction Date: 4/5/2022 Run Run and Hide Parameters	FORECAST TRANSACTION REPORT W/SUBTOTAL Forecast Transaction Report Date: Wednesday, April 6, 2022 Time: 11:27:55 PM Transaction Date: 4/6/2022 Run Run and Hide Parameters
WARRANT AND CONTROLLED DISBURSEMENTS Warrant Clearings Date: Wednesday, April 6, 2022 Time: 11:27:57 PM Transaction Date: 4/5/2022 Run Run and Hide Parameters	CREDIT CARDS BALANCES Credit Card Account Balances Date: Wednesday, April 6, 2022 Time: 11:27:55 PM Transaction Date: 4/5/2022 Run Run and Hide Parameters
BANK OF THE WEST MONEY MARKET INTEREST Money Market Account Interest Date: Wednesday, April 6, 2022 Time: 11:27:56 PM Transaction Date: 4/5/2022 Run Run and Hide Parameters	

SOLUTION TRAINING

I. INTRODUCTION

Contractor shall provide Technical and End User training as set forth herein at the County of Los Angeles (County) Treasurer and Tax Collector (TTC) site. The training must include all the modules that the TTC needs to attain the functionality stated in the Statement of Work (SOW). Solution training may be conducted virtually using a video conferencing method agreed upon by the TTC.

Contractor shall provide all needed training sessions, as determined by the TTC. Training shall incorporate traditional training methods including, but not limited to, hands-on classroom training and materials (i.e., training manual, reference guides, desk aids, etc.) and knowledge transfer strategy, mutually agreed upon by the TTC and contractor, to prepare TTC staff to utilize the Solution after it is placed into production. Contractor shall customize each training session to accommodate Technical and End User staff, covering areas that pertain to the specific business requirements of each training group.

II. SCOPE OF TRAINING

A. TECHNICAL TRAINING

Contractor shall provide Technical Training for the TTC's technical staff designated by the TTC in accordance with the course outline set forth below.

The role and responsibility of the Contractor and the TTC staff on the usage of the application with all its modules.

1. Features of the Solution (includes features unique to the County)
 - a. Solution Administration.
 - b. Interface of the new Solution with the TTC's in-house application (Sweep DMR).
 - c. Interface of the new Solution with the TTC's Financial Institutions' BAI Files.
2. Software of Workstations
 - d. Client workstations installation and support.
 - e. Third Party Software (if any).
 - f. User Setup and Audit Controls.
3. Processes (includes hands on practice)
 - g. Reports' Retrieval, customization, and Generation.
 - h. Menu Hierarchy and Navigation.
 - i. Interface of the new Solution with the TTC's in-house application (Sweep DMR).
 - j. Interface of the new Solution with the TTC's Financial Institutions' BAI Files.

- k. How to setup, run, and export files into different file formats as specified by the TTC.

4. Reports – The Management Tool

- l. Staff Training to utilize the integrated report writing tool to modify or develop new custom reports.

5. Modifications to the Solution

- m. On-site, post-implementation support (e.g., one month of on-site support after go-live, on-site support during initial implementation, optional “as-needed” support seven days a week).
- n. Delivery method of upgrades and product enhancements, including historical frequency of upgrades by module.
- o. Help Desk, problem reporting, and resolution procedures, including customer service organizational chart and internal escalation procedures with defined support levels.

6. Question and Answer Session

7. Evaluation

B. END USER TRAINING

Contractor shall provide Solution training for End User staff, designated by the TTC, in accordance with the course outline set forth below.

Contractor shall design each training session to cover subjects geared toward the business function of each training group, as indicated in Section I (Introduction) above. Not all Workflow and Processes subjects/topics may be covered at each individual training session.

1. Features of the Solution

2. Software of all Workstations

- a. How to access the new Solution using the Client software.
- b. How to use all the modules included in the new Solution.

3. Workflow and Processes (includes hands on practice)

- a. Report Retrieval and Generation.
- b. Menu Hierarchy and Navigation.
- c. Inquiry Response.
- d. Account Setup and Changes.
- e. Daily Cash Worksheet and Forecast Daily Cash Worksheet.
- f. Cash Positioning process and Workflow Monitoring.
- g. Banking Data Retrieval and Manipulation.
- h. Table Maintenance.
- i. Forecasting Models Setup and Variations.

- j. Specialized Screens.
- k. Support.

4. Reports – The Management Tool

Staff Training to utilize the integrated report writing tool to modify or develop new custom reports.

5. Question and Answer Session

6. Evaluation

MAINTENANCE AND SUPPORT SERVICES

GENERAL

Capitalized terms used in this Attachment 4 (Maintenance and Support Services) without definition shall have the meanings given to such terms in the body of the Contract.

Contractor shall provide Maintenance and Support Services in accordance with the requirements set forth in the SOW of the Contract and this Attachment 4, Maintenance and Support Services, both as more fully described below.

Maintenance and Support Services shall commence in accordance with the provisions set forth in Paragraph 10.0, Provide Maintenance and Support, of the SOW and shall continue for the term of the Contract, if so, elected by the County. Contractor shall support all Solution components (including, without limitation, Contractor-provided third-party software) of its most current architecture and its most current software versions, including the two most recent software versions, for the term of the Contract.

Contractor shall provide Maintenance and Support Services for the Solution from Contractor's business premises and/or from the County facilities as necessary to fulfill its obligations under the Contract. Authorized County staff may submit a request for Maintenance Services and/or Support Services via email or telephone. Maintenance Services shall include Contractor performing the tasks outlined below.

When providing a quote for custom programming, the Contractor shall also provide a quote for additional Maintenance and Support costs, if any, related to the proposed custom programming.

1. MAINTENANCE SERVICES

Contractor shall provide Maintenance Services for the Solution as described in this Attachment 4 and in the SOW generally (collectively, "Maintenance Services"). As part of its Maintenance Services, Contractor shall provide ongoing maintenance in respect of the Solution and Updates to the Solution.

A. UPDATES

Contractor, at no additional cost to the County beyond Exhibit B, Pricing Schedule, shall provide Updates to the Solution.

Without limiting the other provisions of the Contract including, without limitation, this Attachment 4, such Updates shall be provided to the County as soon as they're available unless otherwise agreed by the County and Contractor. Contractor shall offer to the County Updates and all documentation related thereto promptly after the creation thereof.

Contractor's provision and installation of such Updates to the Solution shall be at no additional cost to the County. Any Updates necessary to remedy security problems in the Solution (e.g., closing "back doors" or other intrusion-related problems), whether identified by the Contractor, the County or a third-party, shall be provided to the County in accordance with Contractor's standards, except with zero-day patches where the patch shall be released to the TTC the same day unless agreed to otherwise.

2. SUPPORT SERVICES

Contractor shall provide Support Services for the Solution as described in this Attachment 4 and this Contract generally (collectively, "Support Services"). As part of its Support Services, Contractor shall provide operational support for the Solution during the support hours from 6:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, and as needed, on holidays and weekends, which shall include, without limitation, providing a point of contact for all Solution problems by maintaining a service desk and on-site Solution Support. Such operational support shall include Support Services to correct any failure of the application software and to remedy Deficiencies (collectively, "Correction of Deficiencies"), such that the Solution operates in accordance with Specifications and the functional requirements including, without limitation, response times.

A. IDENTIFICATION OF DEFICIENCIES

Upon occurrence of a Deficiency, the County shall report the Deficiency to the Contractor's help desk for resolution in accordance with Schedule D.1, Incident Tracking.

B. CORRECTION OF DEFICIENCIES

Contractor shall resolve each deficiency reported hereunder in accordance with the timeframes specified in Schedule D.2, Performance Requirements Summary/Correction of Deficiencies, for such Deficiency's severity level, as escalated or downgraded in accordance with Section III, Severity Level Adjustment, of Schedule D.2, Performance Requirements Summary/Correction of Deficiencies, if applicable. The time in which Contractor must resolve each Deficiency for the purpose of Schedule D.2, Performance Requirements Summary/Correction of Deficiencies, shall start tolling when the County notifies Contractor of such Deficiency by telephone or otherwise, including Contractor's Incident Tracking Solution as more fully described in Schedule D.1, and shall end upon resolution of said Deficiency. The actual resolution time for Deficiency solving shall not exceed the maximum resolution times set forth in Section I, Problem Correction Priority, of Schedule D.2, Performance Requirements Summary/Correction of Deficiencies.

If Contractor recommends an upgrade, repair, or replacement of any component of the Solution environment to remedy a response time Deficiency, the County shall make such upgrade, repair, or replacement in accordance with Contractor's recommendation. The cost of such Solution alteration shall be incurred in accordance with the SOW. In any event, if the Deficiency is not solved by such Solution alteration, Contractor shall reimburse the County for any and all amounts expended by the County based upon Contractor's recommended Solution alteration.

C. SOLUTION PERFORMANCE REQUIREMENTS

For purposes of this Attachment 4 and the Contract generally, the Solution's failure to meet the Solution Performance Requirements set forth in Schedule D.2, Performance Requirements Summary/Correction of Deficiencies, constitutes a Deficiency (collectively, "Response Time Deficiency"). In accordance with the Schedule D.2, Contractor shall correct all Response Time Deficiencies.

The County, from time to time, may request that Contractor evaluate and report Solution performance relative to the agreed upon Solution Performance Requirements set forth in Schedule D.2, Performance Requirements Summary/Correction of Deficiencies. Contractor shall so evaluate and report on the performance status in accordance with a monitoring plan mutually agreed upon between the County's Project Manager and Contractor's Project Manager in connection with the County's request.

As requested, the Contractor shall provide the County with a report of both resolved and outstanding Solution issues reported by County. This shall include, at a minimum, a brief description of the problem, the date the problem was reported, the date the problem was resolved (unless outstanding), and the current status.

D. REMOTE SUPPORT

When Contractor requires connection to the TTC system and/or any other County system remotely, Contractor shall adhere to the TTC's remote support policy which requires connection to the TTC network via a secure Virtual Private Network (VPN) Web portal provided by the TTC. Any client software required for this VPN Web portal must be installed on Contractor's support personnel workstations to allow secure connections.

SCHEDULE D.1 – INCIDENT TRACKING

1) INTRODUCTION

Contractor shall implement and maintain an Incident Tracking System (ITS), which shall be used to record and respond to Deficiencies identified by the County to Contractor.

2) COUNTY RESPONSIBILITIES

- a. The County shall identify County staff authorized to access and initiate incident reports.
- b. The County shall be responsible for follow-up and initiating incident reports.
- c. The County shall be responsible for confirming that an incident report/service request has been complete.

3) CONTRACTOR RESPONSIBILITIES

- d. Contractor shall notify the County of any and all discovered Deficiencies.
- e. Contractor shall respond to all new service requests from the County according to the timelines listed in Schedule D.2, Performance Requirements Summary/Correction of Deficiencies.
- f. Contractor shall provide a report, upon request, of all open ITS items and all ITS items that were resolved.

SCHEDULE D.2 – PERFORMANCE REQUIREMENTS SUMMARY/CORRECTION OF DEFICIENCIES

1) INTRODUCTION

This Performance Requirements Summary defines the Performance Requirements in terms of Response Time and Problem Resolution Time for reported issues where the minimum acceptable system performance level is deemed Deficient (Deficiency), requiring corrective action by the Contractor. The County expects a high standard of performance for the required services. The County will work with the Contractor to resolve any areas of deficiency brought to the attention of the County by the Contractor before the allowable deviation from the minimum acceptable performance level occurs. However, Contractor is expected to comply with all terms of this Agreement, not just the specific Performance Requirements set forth herein.

2) CORRECTIVE ACTION

Contractor shall meet the Performance Requirements listed in Section 3 of this Schedule D.2. Contractor shall notify the County of any failures or degradations in the Performance Levels immediately upon Contractor's becoming aware of any such failure or degradation. Notwithstanding Contractor's obligation to continue to perform as required under the terms of this Agreement and County's remedies set forth in this Schedule D.2, in the event of a Deficiency, Contractor shall use best efforts to determine the cause of the Deficiency and to correct the problem as specified in Section 3 of this Schedule D.2.

3) PERFORMANCE REQUIREMENTS

County shall assign one of the following Severity Levels to each County Deficiency incident submitted to the Contractor in accordance with Schedule D.1, Incident Tracking:

Severity Level	Severity Indicator	Nature of Deficiency	Response Time Goal	Problem Initial Resolution Timeframe ^{41}	Problem Final Resolution Timeframe
I	Critical Problem	Problem is stopping Production Use.	Solution software 30 minutes Solution hardware one hour (if applicable)	Solution software four hours Solution hardware four hours (if applicable)	Solution software five days Solution hardware five Days (if applicable)
II	Urgent Problem	Problem is deterring Users from meeting schedules or is increasing time to complete normal business activities.	Solution software two hours Solution hardware two hours (if applicable)	Solution software one day Solution hardware one day (if applicable)	Solution software ten days Solution hardware ten days (if applicable)
III	Minor Problem	Inconsistencies or irregularities that cause inconvenience.	Solution software one day Solution hardware one day (if applicable)	Within 15 working days or such other period as agreed to between the County's Project Director and the Contractor's Project Director.	Within 15 working days or such other period as agreed to between the County's Project Director and the Contractor's Project Director.
IV	Issue	Issues involving training, environment issues, assistance with ending data reports, or to schedule future software upgrades.	Solution software one day Solution hardware one day hour (if applicable)	Within 15 working days or such other period as agreed to between the County's Project Director and the Contractor's Project Director.	Within 15 working days or such other period as agreed to between the County's Project Director and the Contractor's Project Director.

4) PROBLEM RESOLUTION PROCESS

A. Severity Level I:

- i. Contractor shall provide the best level of effort to correct any Deficiency as specified in Schedule D.1, Incident Tracking. If a Deficiency cannot be corrected within the Maximum Resolution Time specified above, Contractor shall communicate with the County's Project Manager and provide an estimated time for completing the correction. The parties will jointly cooperate during this period of time.
- ii. In the event the Deficiency cannot be corrected within the estimated time, Contractor shall immediately notify the County's Project Manager and the parties will work together to define an updated estimate for the time needed for correction.
- iii. This process will be repeated until the correction is approved by the County's Project Manager, upon which approval, County's Project Manager will notify the County's Project Director.
- iv. The County may impose Failure to Perform Assessments in accordance with Section 6, Failure to Perform Assessments, of this Schedule D.2, if the Deficiency is not resolved within the Maximum Resolution Time allocated therefore.

B. Severity Level II:

- i. Contractor shall provide the best level of effort to correct any Deficiency as specified in Schedule D.1, Incident Tracking. If the Deficiency cannot be corrected within the Maximum Resolution Time specified above, Contractor shall communicate with the County's Project Manager and provide an estimated time for completing the correction. The parties will jointly cooperate during this period of time.
- ii. In the event the Deficiency cannot be corrected within the estimated time, Contractor shall immediately notify the County's Project Manager and the parties will work together to define an updated estimate for the time needed for correction.
- iii. This process will be repeated until the correction is approved by the County's Project Manager, upon which approval the County's Project Manager will notify the County's Project Director.
- iv. The County may impose Failure to Perform Assessments in accordance with Section 6, Failure to Perform Assessments, of this Schedule D.2, if the Deficiency is not resolved within the Maximum Resolution Time allocated therefore.

C. Severity Level III:

- i. Contractor shall provide the best level of effort to correct any Deficiency as specified in Schedule D.1, Incident Tracking. If the Deficiency cannot be corrected within the Maximum Resolution Time specified above, Contractor shall communicate with the County's Project Manager and provide an estimated time for completing the correction. The parties will jointly cooperate during this period of time.
- ii. In the event the Deficiency cannot be corrected within the estimated time, Contractor shall immediately notify the County's Project Manager and the parties will work together to define an updated estimate for the time needed for correction.
- iii. This process will be repeated until the correction is approved by the County's Project Manager, upon which approval the County's Project Manager will notify the County's Project Director.
- iv. The County may impose Failure to Perform Assessments in accordance with Section 6, Failure to Perform Assessments, of this Schedule D.2, if the Deficiency is not resolved within the Maximum Resolution Time allocated therefore.

D. Severity Level IV:

- i. Contractor shall, upon identification or notification by the County's Project Manager, correct any Severity Level IV Deficiency(ies) within 15 working days, unless otherwise agreed to between the County's Project Director and Contractor's Project Director.
- ii. The County may impose Failure to Perform Assessments in accordance with Section 6, Failure to Perform Assessments, of this Schedule D.2, if the Deficiency is not resolved within the Maximum Resolution Time allocated therefore.

^[1]For purposes of this Attachment 4, "Problem Initial Resolution Timeframe" shall mean the timeframe in which Contractor shall provide a fix, workaround, or other solution to allow the County to make full use and enjoyment of the Solution.

EXHIBIT A2

STATEMENT OF WORK AND CONTRACT TECHNICAL EXHIBITS

TREASURY MANAGEMENT SYSTEM

EXHIBIT A2
STATEMENT OF WORK AND
CONTRACT TECHNICAL EXHIBITS
TABLE OF CONTENTS

TECHNICAL EXHIBITS

- 1 Contract Discrepancy Report (CDR)
- 2 Performance Requirements Summary (PRS)

**STATEMENT OF WORK AND CONTRACT
TECHNICAL EXHIBIT 1
CONTRACT DISCREPANCY REPORT (CDR)**

TO:

FROM:

DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY or PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

**STATEMENT OF WORK AND CONTRACT
TECHNICAL EXHIBIT 2
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

CONTRACT				
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Subparagraph 5.5 Invoices and Payments	Provide complete and accurate invoices	None	Review of documents	\$100 per incident of non-compliance
Subparagraph 5.5 Invoices and Payments	Inclusion of supporting documentation with invoices	None	Review of documents	\$100 per incident of non-compliance
Subparagraph 5.5 Invoices and Payments	Submission of invoices by the 15 th calendar day of the month following the month of service	None	Review of documents	\$100 per incident of non-compliance
Subparagraph 5.5 Invoices and Payments	Issuance of revised invoices to correct a discrepancy in the invoiced amount	None	Review of documents	\$100 per incident of non-compliance
Paragraph 7 Administration of Contract - Contractor	Contractor shall notify the Department of Treasurer and Tax Collector (TTC) in writing of any change in name or address of the Project Manager or Project Administrator	None	Inspection and Observation	\$50 per occurrence
Subparagraph 7.0 Administration of Contract - Contractor	Replacement of unacceptable Contract personnel within one business day	None	On-site inspection and observation, user complaint	\$100 per employee per occurrence of non-replacement/removal
Subparagraph 7.6 Background and Security Investigations	Employee Background Checks for Contract personnel	None	Receipt of background check clearances prior to start up, complaints, spot checks of assigned personnel	\$1,000 per incident of non-compliance
Subparagraph 7.7 Background and Security Investigations	Ensure only Contract personnel who have cleared background checks have access to TTC data	None	Observation, complaints, spot checks of assigned personnel	\$1,000 per incident of non-compliance

**STATEMENT OF WORK AND CONTRACT
TECHNICAL EXHIBIT 2
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

CONTRACT				
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Subparagraph 7.7 Confidentiality	Employee Acknowledgement and Confidentiality Agreement signed and provided to the TTC within three working days of the start of work	None	Review of reports; Complaints	\$100 per day per employee when form not signed \$1,000 per unauthorized release of information
Subparagraphs 8.24 and 8.25 Insurance	Maintain required insurance policies	None	Receipt and review of insurance information	\$1,000 per day per policy for non-renewal of policy after expiration; \$1,000 per day per policy for failure to maintain coverage; Contract may also be terminated at the TTC's option
Subparagraph 8.38 Record Retention and Inspection-Audit Settlement	Contractor to maintain all required documents as specified in this Subparagraph	None	Inspection of files	\$50 per occurrence; upon notification of incomplete/missing records, and/or failure to provide Financial Statements. \$500 per occurrence if not received within 48 hours
Subparagraph 8.38.5 Financial Statements	Provide required financial statements according to schedule	None	Review of reports	\$50 per each day that report is late. Incomplete/inaccurate reports submitted will be considered late
Subparagraph 8.40 Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work	None	Inspection and Observation	\$500 per occurrence for failure to obtain County's written approval or possible termination for breach of contract

**STATEMENT OF WORK AND CONTRACT
TECHNICAL EXHIBIT 2
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

STATEMENT OF WORK				
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Exhibit A, Statement of Work (SOW), Paragraph 10.0, Provide Maintenance and Support	Monitoring and alerting capabilities for platform service disruptions or failure	None	System Use	\$500 per occurrence for failure to alert the County of platform service disruptions or failure
Exhibit A1, SOW Attachments and Exhibits, Attachment 4, Maintenance and Support Services, Schedule D.2, Performance Requirements Summary/Correction of Deficiencies Severity Level I	Solution Availability	None	System Use Review of Incident Tracking System (ITS)	\$500 per day for each day the Severity Level I Deficiency continues beyond the Problem Resolution Timeframe Allowed (See Schedule D.2, Section 3)
Exhibit A1, SOW Attachments and Exhibits, Attachment 4, Maintenance and Support Services, Schedule D.2, Performance Requirements Summary/Correction of Deficiencies Severity Level II	Solution Response Time	None	System Use Review of ITS	\$300 per day for each day the Severity Level II Deficiency continues beyond the Problem Resolution Timeframe Allowed (See Schedule D.2, Section 3)

**STATEMENT OF WORK AND CONTRACT
TECHNICAL EXHIBIT 2
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

STATEMENT OF WORK				
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Exhibit A, SOW, Paragraphs 3.0-10.0, and Exhibit A1, SOW Attachments and Exhibits, Attachment 4, Maintenance and Support Services, Schedule D.2, Performance Requirements Summary/Correction of Deficiencies Severity Level III	Solution Performance	Two Deficiencies per Month	System Use Review of ITS	\$500 – If three or more Severity Level III Deficiencies per month are not resolved within the Problem Resolution Timeframe (See Schedule D.2, Section 3)
Exhibit A1, SOW Attachments and Exhibits, Attachment 4, Maintenance and Support Services, Schedule D.2, Performance Requirements Summary/Correction of Deficiencies Severity Level IV	Provide training, data, reports, software upgrades	Two Deficiencies per Month	System Use, Inspection, Observation, Receipt of Reports Review of ITS	\$300 – If three or more Severity Level IV Deficiencies per month are not resolved within the Problem Resolution Timeframe (See Schedule D.2, Section 3)

**CONTRACT FOR
TREASURY MANAGEMENT SYSTEM**

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- A1 STATEMENT OF WORK ATTACHMENTS AND EXHIBITS
- A2 STATEMENT OF WORK AND CONTRACT TECHNICAL EXHIBITS
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- D COUNTY'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
 - F COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE
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COPYRIGHT ASSIGNMENT AGREEMENT
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UNIQUE EXHIBITS

- I INFORMATION SECURITY AND PRIVACY REQUIREMENTS

STATEMENT OF WORK

PRICING SCHEDULE

NOT ATTACHED TO SAMPLE

INTENTIONALLY OMITTED

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: Michael Grazer
Title: Assistant Treasurer and Tax Collector
Address: 500 West Temple Street, Room 434
Los Angeles, CA 90012
Telephone: (213) 974-7363
Email Address: mgrazer@ttc.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: Benjamin Effinger
Title: Operations Chief
Address: 500 West Temple Street, Room 434
Los Angeles, CA 90012
Telephone: (213) 974-7350
Email Address: beffinger@ttc.lacounty.gov

COUNTY'S ADMINISTRATION

CHIEF INFORMATION SECURITY OFFICER:

Name: Jeffrey Aguilar
Title: Chief Information Security Officer
Address: 320 West Temple, 7th Floor
Los Angeles, CA 90012
Telephone: (213) 253-5659
Email Address: CISO-CPO_Notify@lacounty.gov

CHIEF PRIVACY OFFICER:

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

COUNTY'S DEPARTMENTAL CHIEF INFORMATION OFFICER (DCIO):

Name: Matthew Der
Title: Departmental Chief Information Officer
Address: 500 West Temple Street, Rm 409
Los Angeles, CA 90012
Telephone: (213) 866-5783
Facsimile: (213) 217-4974
Email Address: mdr@ttc.lacounty.gov

COUNTY'S DEPARTMENTAL INFORMATION SECURITY OFFICER (DISO):

Name: Chamnan So
Title: Departmental Information Security Officer
Address: 500 West Temple Street, Rm 409
Los Angeles, CA 90012
Telephone: (213) 584-1406
Facsimile: (213) 217-4974
Email Address: cso@ttc.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

CONTRACTOR'S ALTERNATE PROJECT 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: _____

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

Applicability of the forms below is based on the type of contract.

COVID-19 COMPLIANCE

COVID-19 Vaccination Certification of Compliance is applicable to Contracts where Contractor's employees 1) Interact in-person with County workforce, 2) Work onsite at County-owned, or controlled facilities/property while performing services under a Contract with the County; or 3) Come into contact with the public while performing in-person services under a Contract with the County.

F COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE

IT CONTRACTS

A contract involving Information Technology (IT) services includes Copyright Assignment language whereas a non-IT Contract omits the Copyright Assignment language.

F1-IT CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT
ASSIGNMENT AGREEMENT

COVID-19 Vaccination Certification of Compliance
Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous –
Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I, _____, on behalf of _____,
 (the "Contractor"), certify that on County Contract
 _____[ENTER CONTRACT NUMBER AND NAME]:

_____ All Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance.

_____ Most Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

*Contractor Personnel includes subcontractors.

 I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.

 Signature

 Date

 Title

 Company/Contractor Name

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT 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. _____

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, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

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

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

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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.

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.

1.877.222.9723



BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

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.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 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:

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

1. Chief Executive Office delegated authority agreements under \$50,000;
 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
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DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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

EXHIBIT I

INFORMATION SECURITY AND PRIVACY REQUIREMENTS



INFORMATION SECURITY AND PRIVACY REQUIREMENTS

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Exhibit to the Contract "Information Security, and Privacy Requirements Exhibit," ("Exhibit I") sets forth in detail the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable State or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Contractor shall establish all Information Security, and Privacy Requirements within ten business days prior to the Effective Date of the Contract and maintain all Information Security and Privacy Requirements throughout the entire Contract term.

These requirements and procedures contained in this "Exhibit I" are incorporated by reference into the Terms and Conditions of the Contract and constitute a minimum standard for Information Security and Privacy Requirements in conjunction with the requirements of the Contract between the County and Contractor (the "Contract"). It is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise all measures pertaining to any ongoing Threats and Risks. Failure to comply with the minimum Information Security and Privacy Requirements set forth in this "Exhibit I" herein incorporated by reference into the Terms and Conditions of the Contract shall constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. The Terms and Conditions of the Contract shall govern and control unless stated otherwise in the Contract.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.

- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **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.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** a formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is

subject to exploitation or misuse.

- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures shall be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
 - Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
 - Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
 - Protect against accidental loss or destruction of, or damage to, County Information; and
 - Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.
- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and

appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training shall be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential."
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use," "Confidential," or "Restricted" as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights

provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 13 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.

- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit within ten business days upon receiving TTC's written approval and prior to performing any work under the Contract, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor shall obtain advanced approval from the Treasurer and Tax Collector in conjunction with the approval of County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

8. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security

(IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

9. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-

88, "Guidelines for Media Sanitization," such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

10. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

11. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 13 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes back-ups to removable media (as described in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such

back-ups shall be encrypted in compliance with the encryption requirements noted above in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

12. ACCESS CONTROL

Subject to and without limiting the requirements under Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Contract Administrator/Project Director or Contract Manager/Project Manager in writing; and (ii) if transferred using removable media (as described in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 13 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information has been eradicated from such hardware and/or media using industry best practices as discussed in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within 24 hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone to the individuals listed on Exhibit D, County's Administration.
- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, the Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information

caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

14. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

15. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow-up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request, the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this

Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

- a. **License:** Subject to the terms and conditions set forth in this Contract, including payment of the license fees by County to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of this Contract to enable the County to use the full benefits of the SaaS and achieve the purposes stated herein.
- b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, the Contractor shall immediately and within 24 hours implement the Contractor's Business Continuity Plan, consistent with Section 11 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Contract Subparagraph 7.8, Confidentiality.

The Contractor shall include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor shall create daily back-ups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures back-ups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

- c. **Enhancements:** Upgrades, replacements and new versions: The Contractor agrees to provide to County, at no cost, prior to, and during installation and implementation of the SaaS any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor's other customers.

During the term of this Contract, the Contractor shall promptly notify the County of any available updates, enhancements or newer versions of the SaaS, and within 30 days, update or provide the new version to the County. The Contractor shall provide any accompanying documentation in the form of new or revised documentation necessary to enable the County to understand and use the enhanced, updated, or replaced SaaS.

During the Contract term, the Contractor shall not delete or disable a feature or functionality of the SaaS unless the Contractor provides 60 days advance notice and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the County. If the Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Contract for material breach and receive a pro-rated refund.

- d. **Location of County Information:** The Contractor warrants and represents that it shall store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.
- e. **Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e., The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor shall have a process for correcting control deficiencies that have been identified in the audit, including follow-up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings shall be shared with County's Chief Information Security Officer within ten business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.
- f. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Contract, the Contractor shall notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least 30 days prior to engaging the Subcontractor and obtain written consent of the County's Contract Administrator.
- g. **Information Import Requirements at Termination:** Within one day of notification of termination of this Contract, the Contractor shall provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. **Termination Assistance Services:** During the 90-day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
 - i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
 - ii. Providing reasonable training to County staff or a successor in the

- performance of the SaaS being performed by the Contractor;
- iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
 - iv. Such other activities upon which the Parties may reasonably agree.

APPENDIX B

CONTRACTS REQUIRED FORMS

Exhibits

- 1) Proposer's Organization Questionnaire/Affidavit
- 2) Certification of Compliance
- 3) Request for Preference Consideration
- 4) Proposer's Debarment History and List of Terminated Contracts
- 5) Declaration
- 6) Community Business Enterprise (CBE) Information (Excel Worksheet)

CONTRACTS REQUIRED FORMS – EXHIBIT 1
PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

PROPOSER NAME:	COUNTY WEBVEN NUMBER:
ADDRESS:	
TELEPHONE NUMBER:	E-MAIL:
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	CALIFORNIA BUSINESS LICENSE NUMBER:

1	Select the options that best define your firm's business structure: ☐ Corporation ☐ Limited Liability Company (LLC) ☐ Limited Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Franchise ☐ Other (Specify)	If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): _____ State if Incorporation: _____ Year of Incorporation: _____ If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner: _____ If other: Specify business structure name: _____
2	Is your firm doing business under one or more DBA's? ☐ Yes ☐ No	Name: _____ Country of Registration: _____ Year became DBA: _____
3	Is your firm wholly/majority owned by, or a subsidiary of another firm? ☐ Yes ☐ No	If yes, indicate name of Parent Firm and State of Incorporation. Name of Parent Firm: _____ State of Incorporation or registration of parent firm: _____
4	Has your firm done business as other names within last five (5) years? ☐ Yes ☐ No	If yes, indicate any other names and the year of name change. Name(s): _____ Year(s) of Name Change _____

5	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”.	
6	Is your firm involved in any pending acquisition or mergers? ☐ Yes ☐ No	If yes, please provide additional information regarding the pending merger.
7	List all names and contact information of all individuals legally authorized to commit the Proposer.	Name: _____ Title: _____ Phone: _____ Email: _____ +

CONTRACTS REQUIRED FORMS – EXHIBIT 2

CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

	TITLE	REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	<u>LACC 2.180</u>	Certifies Compliance? ☐ Yes ☐ No
2	Familiarity with the County Lobbyist Ordinance Certification	<u>LACC 2.160</u>	Certifies Compliance? ☐ Yes ☐ No
3	Zero Tolerance Policy on Human Trafficking Certification	<u>Motion</u>	Certifies Compliance? ☐ Yes ☐ No
4	Compliance with Fair Chance Employment Hiring Practices Certification	<u>Board Policy 5.250</u>	Certifies Compliance? ☐ Yes ☐ No
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 (if applicable) _____	<u>Board Policy 5.065</u>	Check the Certification below that is applicable to your company. ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. OR ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts.
6	Attestation of Willingness to Consider Gain/Grow Participants	<u>Board Policy 5.050</u>	Certifies Compliance? ☐ Yes ☐ No Willing to provide GAIN/GROW participants access to employee mentoring program? ☐ Yes ☐ No ☐ N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	<u>LACC 2.203</u>	Certifies Compliance? ☐ Yes ☐ No If No, identify exemption: ☐ My business does not meet the definition of "contractor," as defined in the Program. ☐ My business is a small business as defined in the Program. ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	<u>LACC 2.206</u>	Certifies Compliance? ☐ Yes ☐ No If No, identify exemption:

CONTRACTS REQUIRED FORMS – EXHIBIT 3
REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Proposers requesting preference consideration must complete and include this form in their proposal. Proposers may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

☐ **PREFERENCE NOT REQUESTED**

OR

☐ **PREFERENCE REQUESTED (SELECT ALL THAT APPLY)**

Preference Program		Reference
☐	Request for Local Small Business Enterprise (LSBE) Program Preference ☐ Certification for Non-Federally Funded County Solicitations ☐ Certification for Federally Funded County Solicitations	<u>LACC 2.204</u>
☐	Request for Social Enterprise (SE) Program Preference ☐ Certification for Non-Federally Funded County Solicitations ☐ Certification for Federally Funded County Solicitations	<u>LACC 2.205</u>
☐	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<u>LACC 2.211</u>

Note: In no instance shall any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) in response to any county solicitation.

CONTRACTS REQUIRED FORMS – EXHIBIT 4
PROPOSER'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name: _____

1. DEBARMENT HISTORY (Check one)		YES	NO
Proposer is currently debarred by a public entity		☐	☐
If yes, please provide the name of the public entity:			
2. LIST OF TERMINATED CONTRACTS (Check one)		YES	NO
Proposer has contracts that have been terminated in the past three (3) years.		☐	☐

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service: _____ Name of Entity: _____
Address: _____
Contact: _____ Telephone: _____
Email: _____
Termination Date: _____ Name/Contract No: _____
Reason for Termination: _____

Service: _____ Name of Entity: _____
Address: _____
Contact: _____ Telephone: _____
Email: _____
Termination Date: _____ Name/Contract No: _____
Reason for Termination: _____

+

CONTRACTS REQUIRED FORMS – EXHIBIT 5
DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN THE EXHIBITS 1-6 IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REQUIRED FORMS – EXHIBIT 6
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE	REFERENCE
1 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.
Total Number of Employees in California:	
Total Number of Employees (including owners):	
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:	
Race/Ethnic Composition	Owners/Partners/ Associate Partners
	Male Female
Black/African American	% %
Hispanic/Latino	% %
Asian or Pacific Islander	% %
Native Americans	% %
Subcontinent Asian	% %
White	% %

TITLE	REFERENCE				
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE	If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following. ☐ Check if not applicable				
Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ

Instructions for Completing Form

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

Section 1: FIRM/ORGANIZATION INFORMATION	
Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE
If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

Proposer 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.

SUBMITTAL
Proposer must submit Exhibit 6 - Community Business Enterprise (CBE) Information form in Excel format.

APPENDIX B

REQUIRED FORMS – SOLICITATION SPECIFIC

Exhibits

- 7 Minimum Requirements
- 8 Proposer's List of References
- 9 Pricing Schedule (Cost Proposal)
- 10 Project Staff Background
- 11 Software-as-a-Service (SaaS) Vendor Security and Privacy Assessment
- 12 Application Security Standard

REQUIRED FORMS - EXHIBIT 7

MINIMUM REQUIREMENTS

Proposer acknowledges and certifies that it meets and will comply with the Proposer's Minimum Qualifications indicated below and as stated in Paragraph 3.0 of this Request for Proposal.

No.	Minimum Requirement(s) (MR)	Complies with MR	
		Yes	No
1	The Proposer must have five years of experience, within the last seven years, as a sole proprietor, corporation, or other entity providing Treasury Management SaaS Software, including Maintenance and Support, equivalent or similar to the services identified in Exhibit A, Statement of Work (SOW), to government entities (i.e., State, Federal, and local). <u>The Proposer must provide a confirming statement demonstrating that it meets this requirement.</u> In the event the firm itself does not have the requisite five years of experience, but one or more of the principals involved in managing the daily operation of the firm individually do, then their individual or collective experience performing services equivalent or substantially similar to the services identified in Exhibit A, SOW, may be considered in meeting this requirement in the Treasurer and Tax Collector's sole discretion. The Proposer must provide a written detailed description and/or resume demonstrating its five years of experience, or the experience of its principal(s), to fulfill this requirement and submit this documentation with its Proposal Submission under Proposer's Background and Experience (Section B.1).		
2	The Proposer's treasury management software must have the ability to automate the cash flow processes and provide real-time comprehensive view of the County's current cash and credit position information that will allow proper tracking of the County's cash flows.		
3	The Proposer's treasury management software must allow the ability to edit business rules, list box data values, allow aesthetic modification of screens, add fields and database columns without requiring custom programming, and		

	export report data to xls or csv and PDF. The Proposer must provide a confirming statement demonstrating that it meets this requirement.		
4	The Proposer must be the developer and distributor of the software. Third-party software vendors are not eligible. <u>The Proposer must provide a confirming statement demonstrating that it meets this requirement.</u>		
5	The product must have been out of beta-testing for at least two years. <u>The Proposer must provide a confirming statement that it meets this requirement.</u>		
6	The Proposer must have successfully converted server-based treasury management software which interfaces with three or more financial institutions to their Treasury Management SaaS Software within the last five years. <u>The Proposer must provide a confirming statement and supporting documentation demonstrating that it meets this requirement.</u>		
7	The Proposer must ensure that its customizations to extend the System's functionality are developed using widely implemented industry standard development languages such as VB, ASP, .NET, JAVA, or C ++. <u>The Proposer must provide a confirming statement demonstrating that it meets this requirement.</u>		
8	The Proposer's treasury management software must permit the import and export of information to and from other systems in a secured manner as identified in Exhibit A, SOW. <u>The Proposer must provide a confirming statement demonstrating that it meets this requirement.</u>		
9	The Proposer must identify a Contract Manager and Alternate Contract Manager with three years of documented experience either with the Proposer or with another firm prior to employment with the Proposer. The Proposer must provide supporting documentation with the Proposal Submission under Proposer's Background and Experience (Section B.1).		
10	The Proposer must attend the virtual Mandatory Proposers' Conference.		
11	If the Proposer's compliance with a County Contract has been reviewed by the County's Department of Auditor-Controller (A-C) within the last ten years, the Proposer must not have		

	unresolved questioned costs identified by the A-C, 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. The Proposer acknowledges that the County will conduct a review of the compliance results		
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REQUIRED FORMS - EXHIBIT 8
PROPOSER'S LIST OF REFERENCES

Proposer's Name:

Provide a comprehensive reference list for the same or similar scope of services that were provided by the Proposer during the previous seven years. It is the Proposer's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

PUBLIC/PRIVATE AGENCIES (Three references for government agencies OR current clients within the last two years, one of which must be a government entity must be listed)

SERVICE TYPE:	_____
CONTRACT TERM:	_____
CONTRACT AMT:	_____
FIRM NAME:	_____
ADDRESS:	_____
CONTACT:	_____
TELEPHONE:	_____
E-MAIL:	_____

SERVICE TYPE:	_____
CONTRACT TERM:	_____
CONTRACT AMT:	_____
FIRM NAME:	_____
ADDRESS:	_____
CONTACT:	_____
TELEPHONE:	_____
E-MAIL:	_____

SERVICE TYPE:	_____
CONTRACT TERM:	_____
CONTRACT AMT:	_____
FIRM NAME:	_____
ADDRESS:	_____
CONTACT:	_____
TELEPHONE:	_____
E-MAIL:	_____

REQUIRED FORMS - EXHIBIT 9
PRICING SCHEDULE (Cost Proposal)
TREASURY MANAGEMENT SYSTEM

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.

NOTE: PRICING IS FIRM AND FIXED FOR THE TERM OF THE AGREEMENT

Pricing should assume a \$40B Treasury Pool and 20 named users with 8 concurrent active sessions.

SECTION 1: License/Hosting Costs: Please add lines, as needed, to capture all costs associated with license/hosting for the term of the contract, including optional renewal periods.		Price	*Sales Tax	Comments Please include description of how cost is calculated (number of users, portfolio size, etc.).
Year 1 - TBD				
Year 2 - TBD				
Year 3 - TBD				
Year 4 - TBD				
Year 5 - TBD				
Option Year 1 - TBD				
Option Year 2 - TBD				
Optional 6-month extension - TBD				

Total License/Hosting Costs \$ -

SECTION 2: Initial Start-up/Professional Services Costs: Please add lines, as needed, to capture all costs associated with initial start-up.	(1)	Price	*Sales Tax	Comments Please include description of how cost is calculated.
System Installation				
System Configuration/Customization				
Data Conversion/Migration				
Testing				
Training Services				
Travel and Other Costs				
Professional Services				
Data Integration/Interfaces				

Total Initial Start-up/Professional Services Costs \$ -

REQUIRED FORMS - EXHIBIT 9
PRICING SCHEDULE (Cost Proposal)
TREASURY MANAGEMENT SYSTEM

SECTION 3: Software Maintenance & Support Costs (Including Software Upgrades) <i>Please see Exhibit A, SOW, Attachment 6, Maintenance and Support Services, for baseline support expectations.</i> Please add lines, as needed, to capture all costs associated with software maintenance and support for the term of the contract, including optional renewal periods.	(2) (3)	Price	*Sales Tax	Comments Please include description of how cost is calculated.
Year 1 - TBD				
Year 2 - TBD				
Year 3 - TBD				
Year 4 - TBD				
Year 5 - TBD				
Option Year 1 - TBD				
Option Year 2 - TBD				
Optional 6-month extension - TBD				

Total Software Maintenance and Support Costs

\$-

TOTAL FIXED FEES AND MAINTENANCE
Project Fixed Fee plus Maintenance/Support for term of the contract, including optional renewal periods:

\$-

- Notes:
- (1) There will be 20% withholds on all invoices/payments, to be paid by County to Contractor at the completion of Final Acceptance.

(2) Costs should assume they begin at the date of Final Acceptance and should accommodate the number of years proposed.

(3) Payments will be paid monthly in arrears commencing not sooner than the month following Final Acceptance.

Additional Professional Services Costs

SECTION 4: Additional Professional Services Costs: Please add lines, as needed, to capture all costs associated with additional professional services for the term of the contract, including optional renewal periods.		Price	*Sales Tax	Comments Please include description of how cost is calculated (frequency, rate, etc.).
Additional Training Services (per hour)				
Additional Programming Modifications (per hour)				
Travel Costs				
Third-party Market Pricing Services (per year)				
Third-party Credit Rating Services (per year)				
Other Costs				

* NOTE: Please provide an 'X' in the Sales Tax column to indicate if sales tax is applicable.

REQUIRED FORMS - EXHIBIT 10
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:

☐ Project Director ☐ Project Manager ☐ Alternate Project 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: _____



Software-as-a-Service (SaaS) Vendor Security and Privacy Assessment

Version 1.0

References: 6.100 – Information Technology and Security Policy
6.107 – Information Technology Risk Assessment
6.108 – Auditing and Compliance
Countywide Information Security Strategic Plan

Developed by: Countywide Application Security Engineering Team

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4.0 SaaS Vendor Security & Privacy Assessment.....	3

1.0 Purpose

This document will be used to evaluate and compare the vendors' information security and privacy postures but is not limited to assisting in the award of a contract.

2.0 Scope

This document will provide a baseline for the evaluation of a vendor hosted and maintained application and to determine the vendor's overall security and privacy posture.

3.0 Definitions

Software as a Service (SaaS) is a software distribution model in which applications are hosted by a vendor or service provider and made available to customers over the Internet.

SSAE 16, or Statement on Standards for Attestation Engagements 16, is a reporting standard for all service auditors' reports. It is a regulation created by the Auditing Standards Board (ASB) of the American Institute of Certified Public Accountants (AICPA) for redefining and updating how service companies report on compliance controls. SSAE 16 consists of SOC1, SOC2, and SOC3 reports.

4.0 SaaS Vendor Security & Privacy Assessment

No.	SaaS Security & Privacy Assessment	Vendor Response
4.1.0	General Information	
4.1.1	Are all services (e.g., application hosting, data repository, data backup) provided within the contiguous United States? Where?	
4.1.2	Do you require criminal background checks for all personnel with access to IT resources (e.g., hardware, software, data)?	
4.1.3	Are you covered by Cyber Security Liability Insurance?	
4.1.4	Is there one person assigned to lead, manage and be accountable for security? Is that person at least at a director level?	
4.1.5	Does your company comply with a recognized information security management framework, for example, ISO 27000 series, NIST 800 series, etc.?	
4.1.6	Is there a security awareness training program in place for all employees? Describe the program and frequency of recertification and/or re-education.	
4.2.0	Hosting Environment	
4.2.1	Do you separate your environments from each other, physically and logically (e.g., development, quality assurance, user acceptance testing, staging, production, training environments)?	

4.2.2	Is there a Host Intrusion Prevention (HIPS) or Detection (HIDS) system implemented on your servers?	
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No.	SaaS Security & Privacy Assessment	Vendor Response
4.2.3	Is there a Network Intrusion Prevention (NIPS) or Detection (NIDS) system implemented for your internal network?	
4.2.4	Is there a perimeter firewall in place?	
4.2.5	Is there a web application firewall (WAF) in place?	
4.2.6	Is there a security event and information management (SEIM) system in place?	
4.2.7	Are formalized change management procedures in place, including adequate separation of duties?	
4.2.8	Are physical access controls in place to ensure appropriate access to IT resources in the hosted environment and, at the minimum, consistent with NIST Special Publication 80014?	
4.3.0	Audit and Compliance	
4.3.1	Are you required to comply with any regulations and legislations? Which one(s)? (e.g., HIPAA/HITECH, PCI)	

4.3.2	Do you possess one or more third-party certifications/attestations, some examples are: 1) PCI 2) SSAE 16 Service Organization Control (e.g., SOC Type 2 Attestation) Please provide an executed copy.	
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No.	SaaS Security & Privacy Assessment	Vendor Response
4.3.3	How often are IT security audits performed?	
4.3.4	What types of audits (e.g., penetration (blind and intelligent), vulnerability, and compliance) are performed?	
4.3.5	Who performs these audits (e.g., third-party, internal, or both)?	
4.4.0	Data Access, Segregation, Encryption, and Destruction	
4.4.1	Is AES-256 encryption or stronger used for all data in storage and consistent with NIST Special Publication 800-57?	
4.4.2	Is AES-128 encryption or stronger used for all data in transit and consistent with NIST Special Publications 800-52 and 800-57?	
4.4.3	Is backup media encrypted? If so, please describe how it is achieved.	
4.4.4	Are encryption keys centrally managed and consistent with NIST Special Publication 800-57?	

Los Angeles County Information Technology Guidelines

4.4.5	Is a dedicated environment available for storage of customer data?	
4.4.6	If it is a shared environment, how is the customer data segregated from other shared environments?	

No.	SaaS Security & Privacy Assessment	Vendor Response
4.4.7	Are role-based access controls defined for the infrastructure, hardware, software, and data?	
4.4.8	Do you have a documented methodology for data backup?	
4.4.9	Do you have a documented data destruction process for customer data, including storage media?	
4.5.0	Application Security	
4.5.1	Describe your application's architecture and the different tiers.	
4.5.2	Describe your coding practices.	
4.5.3	Do you incorporate best practices and recommendations provided in the OWASP Developer's Guide and OWASP Cheat Sheet Series to implement and enhance your secure software engineering?	
4.5.4	Do you perform web application vulnerability testing/scanning (e.g., static, dynamic)?	
4.5.5	If no, is it being performed by a third-party vendor?	
4.5.6	Do you have documented procedures for the scanning (e.g., frequency, by whom, remediation)?	

No.	SaaS Security & Privacy Assessment	Vendor Response
4.5.7	What authentication mechanisms are supported?	
	Are password complexity, lifetime, and history settings configurable by the customer?	
4.5.8	Can the SaaS application be integrated with an existing Identity Management system?	
4.5.9	Is two-factor (i.e., multi-factor) authentication supported?	
4.5.10	What Type of cookies are used (i.e., persistent or nonpersistent)?	
4.5.11	Is there any confidential information stored in the cookie?	
4.5.12	Do you have user audit trail capabilities for: • All user transactions Successful/unsuccessful user logons (e.g., date, time, IP address) ☐ Changes to user access	
4.5.13	Does the application or service provide appropriate rolebased access?	
4.5.14	Does the application or service provide adequate monitoring and escalation via dashboard alerts, email, or other auditable system of communication?	

No.	SaaS Security & Privacy Assessment	Vendor Response
4.5.15	Do you offer API access?	
4.5.16	Are API unit calls authenticated (OAuth) and encrypted (128-bit or greater)?	
4.6.0	Incident Response Management	
4.6.1	Do you have a documented Incident Response Plan?	
4.6.2	Do you have an established computer incident response team?	
4.6.3	Is the Incident Response Plan tested? How often?	
4.6.4	Do the incident response team members have clearly defined roles and responsibilities?	
4.6.5	Will your response team be open to enhance the Service Level Agreement in case of a potential data breach/data compromise?	
4.6.6	Is there a formal process/procedure in place for notifying customers when a suspected or actual breach occurs?	
4.6.7	Do you provide investigative support in case of a breach? What type?	

No.	SaaS Security & Privacy Assessment	Vendor Response
4.6.8	Do you provide periodic updates on the application status if a breach occurs? How often?	
4.6.9	After the incident is resolved, is a post-mortem conducted? Are procedures updated accordingly?	
4.7.0	Business Continuity and Disaster Recovery	
4.7.1	Are there disaster recovery and business continuity plans in place?	
	1) At what level (e.g., tabletop exercises, periodic validations) are they tested?	
	2) Are the plans available for review?	
	3) Is this part of the standard services? If not, what are available non-standard services provided?	
	4) Are up-time SLAs defined that include RTO and RPO?	
	5) Are RTO and RPO defined by the customer/client?	
4.7.2	Do you have a DR/BCP Audit Program in compliance with an industry standard (e.g., ISO, NIST)?	

No.	SaaS Security & Privacy Assessment	Vendor Response
4.7.3	Is Business Impact Analysis (BIA) an integral part of your customer engagement to assist with recovery objectives?	
4.7.4	How many outages or failures have you experienced in the past 12 months?	
4.7.5	For each outage or failure in the past 12 months, provide the following:	
	1) Type of outage or failure?	
	2) Cause of the outage or failure?	
	3) Time of occurrence?	
	4) Duration?	
	5) Time to recover?	
	6) Number of customers impacted?	
4.7.6	How many outages or failures have you experienced in the past 13 and 36 months?	



APPLICATION SECURITY STANDARD

References: 6.100 – Information Technology and Security Policy
Developed by: Application Cybersecurity Workgroup

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4.0 Notes & Resources:.....	6

1.0 Purpose

The purpose of this document is to define the required application security standards Countywide. Secure code reduces the risks of introducing software defects responsible for causing vulnerabilities and improves the quality of the software. Developers can reference the checklist to ensure applications are secured.

2.0 Overview

The Open Web Application Security Project (OWASP) is a nonprofit foundation that works to improve the security of software. The OWASP community-led open source software initiatives helps define web application standards to secure applications. The OWASP Application Security Verification Standard (ASVS) Project is one such standard that provides a basis for testing web application technical security controls.

We adopted the ASVS industry standard as a foundation for defining and creating secure applications. ASVS defines three security verification levels:

- **Level 1 (simple applications/websites):** low assurance levels, and completely penetration testable.
- **Level 2 (most applications):** applications that contain sensitive data, which requires protection and recommended for most apps.
- **Level 3 (high value/assurance/safety):** the most critical applications performing high value transactions, health and safety, or failure could significantly impact the organization's operations, and even its survivability.

This document consolidates ASVS controls into a simplified list for levels 1 and 2 applications. For applications that perform critical functions (high value/assurance/safety), please refer to the latest ASVS level 3 standards at <https://owasp.org/www-project-application-security-verification-standard/>.

The following checklist must be implemented to ensure applications are secure.

3.0 Application Security Standards

If exemptions are requested to any of the following standards, they must be approved by the County.

ASVS County Standards (Level 1 and 2)		Exemption Requested	Meets Requirements		If “No,” Provide Justification
			Yes	No	
1	Document all application components (e.g., network architecture diagram, software dependency, data sensitivity) ASVS Reference: 1.8.1, 1.11.1				
2	Inventory all accounts used (e.g., domain, local, FTP, LDAP, database) ASVS Reference: 1.2.1, 1.2.2, 1.2.3				
3	Use Azure AD for login and authentication ASVS Reference: 1.2.1, 1.2.2, 1.2.3, 2.2.1, 2.2.2, 2.2.3, 2.1.1, 2.1.10, 2.1.11, 2.1.12, 2.1.2, 2.1.3, 2.1.4, 2.1.5, 2.1.6, 2.1.7, 2.1.8, 2.1.9, 2.3.1, 2.5.1, 2.5.2, 2.5.3, 2.5.4, 2.5.5, 2.5.6, 2.7.1, 2.7.2, 2.7.3, 2.7.4, 2.8.1, 3.1.1, 3.2.1, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.5.1, 3.5.3, 3.7.1, 4.3.1, 4.3.2, 4.3.3,				
4	Use API Manager to secure web services ASVS Reference: 1.2.1, 1.2.2, 1.2.3, 4.2.1, 4.2.2, 13.1.1, 13.1.2, 13.1.3, 13.1.4, 13.1.5, 13.2.1, 13.2.2, 13.2.3, 13.2.4, 13.2.6, 13.3.1, 13.3.2, 13.4.1, 14.4.2				
5	Secure Application HTTP Response (e.g., protect version info, charset, CSPv2, strict transport security, referrer-policy) ASVS Reference: 14.4.1, 14.4.3, 14.4.4, 14.4.5, 14.4.6, 14.4.7				
6	Perform server-side validations and sanitization (e.g., check for large files, zip bombs, acceptable whitelist, parameter pollution, overposting, allowed characters, length, patterns, store uploaded files outside web root and no execute permissions) ASVS Reference: 1.4.1, 4.1.1, 4.1.2, 4.1.3, 4.1.4, 4.1.5, 5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5, 5.2.6, 5.2.7, 5.2.8, 12.1.1, 12.1.2, 12.3.1, 12.3.2, 12.3.3, 12.3.4, 12.3.5, 12.3.6, 12.4.1, 12.4.2, 12.5.1, 12.5.2, 12.6.1, 13.1.1, 13.1.2, 13.1.3, 13.1.4, 13.1.5				
7	Secure authentication credentials (e.g., keys, passwords) by using a secrets management solution ASVS Reference: 1.6.3, 1.6.4, 2.9.1, 6.4.1				

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ASVS County Standards (Level 1 and 2)		Exemption Requested	Meets Requirements		If “no,” provide explanation
			Yes	No	
8	Log application activities (e.g., actionable messages, disable debug mode) and protect the log file. Do not log sensitive data (e.g., passwords, keys, PII) ASVS Requirement: 1.7.1, 1.7.2, 7.1.1, 7.1.2, 7.1.3, 7.1.4, 7.2.1, 7.2.2, 7.3.1, 7.3.2, 7.3.4, 7.4.1, 7.4.2, 8.3.1, 8.3.3, 8.3.4, 8.3.5, 8.3.7, 8.3.8, 14.3.1, 14.3.2, 14.3.3,				
9	Use secure protocols (e.g., HTTPS) everywhere and only trust known self-signed certificates ASVS Requirement: 1.9.1, 8.3.1, 8.3.3, 8.3.4, 8.3.5, 8.3.7, 8.3.8, 9.1.1, 9.1.2, 9.1.3				
10	Check source code into version control software before deployment ASVS Reference: 10.1.1				
11	Perform Dynamic Application Security Testing (DAST) and remediate issues found based on severity ASVS Requirement: 1.14.3, 1.14.6, 5.3.6, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 10.1.1				
12	Perform Static Application Security Testing (SAST) and remediate issues found based on severity ASVS Requirement: 1.14.3, 1.14.6, 5.3.6, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 10.1.1				
13	Use CAPTCHA for unauthenticated public facing form submissions ASVS Requirement: 2.2.1, 2.2.2, 2.2.3				
14	Verify cookie-based sessions are valid and set relevant attributes (e.g., Secure, HTTPOnly, SameSite, path) ASVS Requirement: 3.4.1, 3.4.2, 3.4.3, 3.4.4, 3.4.5				
15	Implement server-side Role/Attribute Based Access Control for all modules and restrict access to administration or management functions to authorized administrators ASVS Requirement: 1.11.2, 5.1.1, 5.1.2, 5.1.3, 5.1.4, 5.1.5, 14.5.1, 14.5.2, 14.5.3, 14.5.4,				

Los Angeles County Information Technology Standards

ASVS County Standards (Level 1 and 2)		Exemption Requested	Meets Requirements		If “no,” provide explanation
			Yes	No	
16	Use encoding to safely output content ASVS Requirement: 5.3.1, 5.3.2, 5.3.3, 13.1.1, 13.1.2, 13.1.3, 13.1.4, 13.1.5				
17	Use parameterized queries to read/write to database ASVS Requirement: 5.3.4, 5.3.5				
18	Use end-to-end encryption for sensitive data (e.g., data at rest, in transit and in use) ASVS Requirement: 6.11, 8.3.1, 8.3.3, 8.3.4, 8.3.5, 8.3.7, 8.3.8				
19	Inventory and use well known or highly rated 3rd party libraries with industry proven algorithms directly or from validated CDN's (e.g., Subresource Integrity) ASVS Requirement: 6.2.1, 6.2.2, 6.3.1, 6.3.2, 6.3.3, 10.2.1, 10.2.2, 10.2.3, 14.2.1, 14.2.2, 14.2.3, 14.2.4, 14.2.5				
20	Handle all errors and display generic message excluding system/sensitive information in production ASVS Requirement: 7.4.1				
21	Sensitive data is encrypted (e.g., at rest, in motion) and not cached on client and server components (e.g., load balancers, application caches) ASVS Requirement: 8.1.1, 8.1.2, 8.1.3, 8.2.1, 8.2.2, 8.2.3				
22	Test application using expected/unexpected use cases (e.g., DoS, data exfiltration) ASVS Requirement: 11.1.1, 11.1.2, 11.1.3, 11.1.4, 11.1.5, 11.1.6				

4.0 Notes & Resources:

- A. ASVS: <https://owasp.org/www-project-application-security-verification-standard/>
- B. ASVS Cheat Sheet: <https://cheatsheetseries.owasp.org/IndexASVS.html>
- C. OWASP Top 10 Application Security Risk: https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project
- D. For E-Commerce applications, the County has a master agreement with a third-party vendor (vendor), which provides a hosted environment. They are compliant with the Payment Card Industry (PCI) data security standard
http://web.co.la.ca.us/lacounty/ecommerce/cms1_029102.pdf
- E. For E-Notifications/GovDelivery applications, the County has a master agreement with a third-party vendor (vendor), which provides a hosted environment. They are compliant with the FedRAMP standard
<https://www.gsa.gov/technology/government-it-initiatives/fedramp>

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)

For County use only

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

Reviewed by: _____