



COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

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TREASURER AND TAX COLLECTOR

Board of Supervisors

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Fourth District

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Fifth District

May 07, 2026

SENT VIA EMAIL

Dear Interested Party:

REQUEST FOR PROPOSALS FOR THE PROVISION OF CANNABIS BUSINESS TAX SYSTEM

The County of Los Angeles (County) Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for the provision of the Cannabis Business Tax System.

The RFP may be downloaded by accessing <https://camisvr.co.la.ca.us/lacobids/>, selecting "Open Solicitations," and searching by the solicitation title of **Cannabis Business Tax System** or <https://ttc.lacounty.gov/contract-opportunities/>. Potential Proposers are responsible for downloading and reviewing the entire RFP.

The RFP includes service requirements, proposal content, format requirements, a description of the proposal selection process, and a sample contract. Potential Proposers that meet the minimum requirements, identified in Paragraph 4.0 (Minimum Mandatory Requirements) are invited to submit a proposal to provide the services described in Exhibit A (Statement of Work) of Appendix A (Contract). Potential Proposers should carefully review the RFP and ensure the proposal complies with all RFP requirements.

Pursuant to Subparagraph 8.5.8 (Exceptions to Terms and Conditions of Contract and/or Requirements of Statement of Work and Attachments), Proposers must list all exceptions within the proposal submission. Proposers may not take exception to the Standard Terms and Conditions in full and replace the County's Standard Terms and Conditions with the Proposer's. TTC will consider such a proposal to be non-responsive.

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

Interested Party
May 07, 2026
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During negotiations, TTC limits the exceptions that can be negotiated to the exceptions listed in the proposal itself.

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 May 27, 2026. Proposers that intend to submit proposals must attend this Conference or will be disqualified.** To register for the Conference, please email Seeta Azizi, Contracts Section, at contracts@ttc.lacounty.gov no later than **5:00 p.m. PT on Wednesday, May 20, 2026.**

Proposals must be prepared in accordance with Paragraph 8.0 (Business Proposal Requirements and Evaluation Criteria). **Proposals are due no later than 5:00 p.m. PT on Tuesday, July 7, 2026,** and must be emailed to contracts@ttc.lacounty.gov. Proposals received after the scheduled deadline will not be accepted.

Very truly yours,



ELIZABETH BUENROSTRO GINSBERG
Treasurer and Tax Collector

EBG:LP:VN:DS:SA:ms



COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

REQUEST FOR PROPOSALS FOR THE PROVISION OF CANNABIS BUSINESS TAX SYSTEM (CBTS)

TTC RFP 2026-01 CBTS

MAY 2026

**Prepared By
County of Los Angeles**

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APPENDICES

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

1.0 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS

RFP Release Date	Thursday, May 7, 2026
RFP Contact	Seeta Azizi, via email: contracts@ttc.lacounty.gov
Solicitation Requirements Review (SRR) Request Due	Wednesday, May 13, 2026 by 5:00 p.m. PT (Pacific Time)
Deadline to Register for Mandatory Virtual Proposer’s Conference	Wednesday, May 20, 2026 by 5:00 p.m. PT
Mandatory Virtual Proposer’s Conference	Wednesday, May 27, 2026, 11:00 a.m. PT
Written Questions Due	Thursday, May 28, 2026 by 5:00 p.m. PT
Questions and Answers Released via Addendum on or about	Monday, June 8, 2026
Proposals Due	Tuesday, July 7, 2026, by 5:00 p.m. PT
Anticipated Contract Term	Base Term: Three years Option periods: Four 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 Treasurer and Tax Collector, or designee
Minimum Mandatory Requirements (MMRs)	Refer to Paragraph 4.0 (Minimum Mandatory Requirements)

2.0 INTRODUCTION

2.1 The County of Los Angeles (County) Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) to solicit proposals for a contract with an organization that can provide a fully hosted, browser-based Software-as-a-Service (SaaS) solution to administer the County’s Cannabis Business Tax in accordance with [Los Angeles County Code Chapter 4.71](#). The system, referred to as the Cannabis Business Tax System (CBTS), will support all activities required to register taxpayers, process filings and payments, administer accounts, generate notices, support compliance efforts, and produce operational and financial reports.

The CBTS must operate entirely within the Contractor’s cloud-hosted environment. The system must be accessible to taxpayers and County staff through modern web browsers and must support secure online registration, filing, payment processing, reporting, and administrative functions.

The Contractor must furnish all labor, software, hosting, implementation services, support, maintenance, integrations, and related activity necessary to deliver a complete and fully operational CBTS that meets TTC’s needs.

2.2 Titles, captions and headings contained in this solicitation are inserted as a matter of convenience and for reference and are not intended and must not be deemed or construed to define, limit, extend or otherwise describe the scope or any provision of this solicitation.

3.0 PURPOSE

3.1 Statement of Work (SOW)

Contractor will be expected to implement the requirements outlined in Exhibit A (SOW and Attachments) of Appendix A (Contract) of this RFP. The Contractor may meet these requirements using its standard SaaS platform, configure tools, and implementation methodology, provided that all requirements in this SOW are satisfied.

3.2 Contract: County Terms and Conditions

Contractor will be expected to implement the requirements outlined in Appendix A (Contract) of this RFP.

3.2.1 Anticipated Contract Term

The term of this Contract commences after execution by County’s Board and will continue for three years following Final Acceptance under the Contract terms, unless sooner terminated or extended, in whole or in part, with up to four one-year renewal options and six month-to-month extensions, for a maximum total Contract term of seven years and six months.

Each option and extension will be exercised at the sole discretion of the Treasurer and Tax Collector, or their designee.

3.2.2 Contract Rates

The Contractor's rates will remain firm and fixed for the term of the Contract as indicated in Exhibit **10** (Pricing Schedule) of Appendix B (Required Forms) of this RFP.

3.2.3 Days of Operation

The Contractor must provide CBTS services to the County in the manner and form described in Paragraph 17.0 (Days of Operation/Hours/Workday) of Exhibit A (SOW) of this Contract.

3.2.4 Indemnification and Insurance

Contractor will be required to comply with the provisions contained in Paragraph 8.23 (Indemnification) of Appendix A (Contract). 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 Paragraph 8.24 (General Provisions for all Insurance Coverage) and Paragraph 8.25 (Insurance Coverage) of Appendix A (Contract).

4.0 MINIMUM MANDATORY REQUIREMENTS

Interested and qualified Proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in Exhibit A (SOW and Attachments) of Appendix A (Contract) are invited to submit a proposal(s), provided the firm submitting the proposal meets the following Minimum Mandatory Requirements at the time of proposal submission. Where indicated, Proposers must provide supporting documentation, if applicable, in response to meeting that Minimum Mandatory Requirement:

4.1 Proposers must have five years of experience within the last seven years, as a sole proprietor, corporation, or other entity providing services including successfully developing, implementing, and maintaining web-based accounting systems or similar services identified in Exhibit A (SOW), for government agencies or similarly regulated industries. This experience must include designing systems that handle secure financial transactions, implementing payment reconciliation functionalities, generating automated audit reports, and integrating tax calculation modules aligned with local or state regulatory requirements.

4.1.1 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 TTC's sole discretion. Proposers must provide a detailed written 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 (RFP)).

- 4.2** The product must have been out of beta-testing for at least two years. The Proposer must provide supporting documentation demonstrating that it meets this requirement Proposer's Background and Experience (Section B.1 (RFP)).
- 4.3** 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 supporting documentation demonstrating that it meets this requirement Proposer's Background and Experience (Section B.1 (RFP)).
- 4.4** Proposer's System must permit the import and export of information to and from other systems in a secure manner, as identified in Exhibit A (SOW). The Proposer must provide supporting documentation demonstrating that it meets this requirement Proposer's Background and Experience (Section B.1 (RFP)).
- 4.5** Proposer must identify a Project Director, Project Manager, and Alternate Project Manager each with three years of documented experience either with the Proposer or with another firm prior to employment with the Proposer performing at the level required of these roles in the RFP. The Proposer must provide supporting documentation with the proposal submission under Proposer's Background and Experience (Section B.1 (RFP)).
- 4.6** Proposer must have attended the Mandatory Proposer's Conference identified in Paragraph 8.3 (Mandatory Proposer's Conference).
- 4.7** If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller (A-C) within the last 10 years, 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 a period of six months or more from the date of the A-C Report, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

5.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

5.1 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.

5.2 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.

5.3 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 follow up with Proposers to clarify their responses and to waive inconsequential disparities in a submitted proposal.

5.4 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. 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.

5.5 Background and Security Investigations

The Contractor must comply with the background investigation requirements as set forth in Paragraph 7.7 (Background and Security Investigations) of Appendix A (Contract).

6.0 NOTIFICATION TO PROPOSERS

6.1 California Public Records Act

6.1.1 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) the Department receives a letter

from the recommended Proposer's authorized officer that the negotiated contract is the firm offer of the recommended Proposer; and 3) the Department releases a copy of the recommended Proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)).

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's Proposer recommendation appears on the Board agenda.

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

6.1.2 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.

6.1.3 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.

6.2 Contact with County Personnel

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

contracts@ttc.lacounty.gov

Subject Line: TTC RFP 2026-01 CBTS

Attention: Seeta Azizi

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.

6.3 Mandatory Requirement to Register on County's WebVen

Prior to a contract award, all potential Contractors must register in the County's WebVen. WebVen contains the proposer's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at:

<http://camisvr.co.la.ca.us/webven/>

6.4 Protest Policy Review Process

6.4.1 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 Paragraph 6.4.3 (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 paragraphs below. It is the responsibility of the Proposer challenging the decision of a Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

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

6.4.3 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 ([Services Contract Solicitation Protest](#)) are limited to the following:

6.4.3.1 Solicitation Requirements Review (referenced in Paragraph 10.1)

6.4.3.2 Disqualification Review (referenced in Paragraph 10.2)

6.4.3.3 Department's Proposed Contractor Selection Review (referenced in Paragraph 10.3)

6.4.3.4 County Independent Review (referenced in Paragraph 10.4)

6.5 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).

6.6 Determination of Proposer Responsibility

- 6.6.1** 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.
- 6.6.2** 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.
- 6.6.3** 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.
- 6.6.4** If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department 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 Department 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 Department's recommendation.
- 6.6.5** If the Proposer presents evidence in rebuttal to the Department, the Department will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer will reside with the Board.

6.6.6 These terms will also apply to proposed Subcontractors of Proposers on County contracts.

6.7 Proposer Debarment

6.7.1 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing 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.

6.7.2 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/>.

6.8 Improper Considerations

6.8.1 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.

6.8.2 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 to the Los Angeles County Fraud Hotline at

(800) 544 6861 or <https://fraud.lacounty.gov/>. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

6.8.3 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.

6.9 County Lobbyist Ordinance

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

6.10 Consideration of GAIN/START Participants for Employment

6.10.1 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 Skills and Training to Achieve Readiness for Tomorrow \(START\) Programs](#) or must attest to a willingness to consider GAIN/START 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/START participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

6.10.2 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.

6.11 Jury Service Program

6.11.1 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 Paragraph 8.8 (Compliance with the County’s Jury Service Program) of Appendix A (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.

6.11.2 Contractor must certify compliance with County’s Contractor Employee Jury Service Ordinance in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms). 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 (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.

6.12 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 (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 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms) during the solicitation.

6.13 Intentionally Omitted

6.14 Defaulted Property Tax Reduction Program

6.14.1 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 Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.52 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Deduction Program) of Appendix A (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.

6.14.2 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](#)).

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

6.15 County's Commitment to Zero Tolerance Policy on Human Trafficking

6.15.1 On October 4, 2016, the County 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.

6.15.2 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 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Contract). Further, Contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

6.16 Intentionally Omitted

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

- 6.17.1** 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).
- 6.17.2** Upon contract award or at the request of the A-C and/or the contracting department, the Contractor must complete the Vendor Direct Deposit Authorization with banking and contractor 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.
- 6.17.3** 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.
- 6.17.4** 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.

6.18 Proposer’s Acknowledgement of County’s Commitment to Fair Chance Employment Hiring Practices

- 6.18.1** On May 29, 2018, the County 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](#). Additionally, on February 27, 2024, the County adopted Los Angeles County Code [Chapter 8.300](#) (Fair Chance Ordinance for Employers) to facilitate meaningful implementation of Fair Chance policies in the County and remove barriers to employment to ensure individuals with criminal records have fair and equitable access to opportunities for gainful employment.
- 6.18.2** 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](#) and [Chapter 8.300](#) of the Los Angeles County Code (Fair Chance Ordinance for Employers), as indicated in the Contract.

6.18.3 Further, Contractors are required to comply with the requirements under [Section 12952](#) and Los Angeles County Code [Chapter 8.300](#) for the term of any contract awarded pursuant to this solicitation.

6.19 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 Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. ([Los Angeles County Code, Chapter 2.202](#)).

6.20 Community Business Enterprise (CBE) Participation

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises certified as disadvantaged business enterprises disabled veteran-owned, minority-owned, women-owned, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business types. The County has established a collective 25% participation goal for CBE certified firms, calculated on the eligible procurement dollars. The program maintains data on the types of businesses registered as CBEs and their utilization. The Proposer’s CBE participation must be reflected in Exhibit 5 (Community Business Enterprise (CBE) Information) form in Appendix B (Required Forms).

All Proposers must document 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 efforts available to the County upon request.

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.

To obtain a list of the County’s CBE certified firms, e-mail the request to the County of Los Angeles Department of Economic Opportunity at CBESBE@opportunity.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@opportunity.lacounty.gov.

6.21 Contribution and Agent Declaration

[Government Code Section 84308](#) requires a party to a contract proceeding to disclose any contribution of more than \$500 made to a County officer within the

preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Proposers are advised that they and all of their Subcontractors must complete and return as part of the proposal, the Contribution and Agent Declaration included in Exhibit 9 (Contribution and Agent Declaration Form) of Appendix B (Required Forms). Proposers are further advised that they and their Subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the proposal is submitted, and as requested at any time by the County prior to contract award. Failure by the Proposer or any Subcontractor(s) to complete and submit the required Contribution and Agent Declaration Form in Exhibit 9, and failure by the Proposer or any Subcontractor(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the proposal from further consideration and/or the Proposer may be disqualified from a contract award, as determined in the County's sole discretion. Further, all Proposers and their Subcontractors are prohibited under [Government Code Section 84308](#) from making a contribution of more than \$500 to a County officer for twelve (12) months after the date a final decision is made in the contract proceeding involving this solicitation.

6.22 Information Security and Privacy Requirements

Proposers should carefully read Exhibit I (Information Security and Privacy Requirements) of Appendix A (Contract), and the pertinent provisions in Subparagraph 9.2 (Information Security and Privacy Requirements) of Appendix A (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 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 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](#)).

7.0 COUNTY'S PREFERENCE PROGRAMS

7.1 Overview of County's Preference Programs

7.1.1 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.

- 7.1.2** 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 Paragraphs 7.2, 7.3, and 7.4 of this solicitation. Additional information on the County's preference programs is also available on the Department of Economic Opportunity (DEO) website at: https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.
- 7.1.3** 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 fifteen percent (15%) in response to any County solicitation.
- 7.1.4** 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.
- 7.2 Local Small Business Enterprise (LSBE) Preference Program**

 - 7.2.1** 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](#).
 - 7.2.2** The business must be certified by the County prior to requesting the LSBE preference in a solicitation. To apply for certification as an LSBE, businesses should contact DEO at https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.
 - 7.2.3** 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 County with their proposal.
- 7.3 Social Enterprise (SE) Preference Program**

 - 7.3.1** 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](#).

7.3.2 The business must be certified by the County, prior to requesting the SE preference in a solicitation. To apply for certification as an SE, businesses should contact DEO at https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.

7.3.3 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 County with their proposal.

7.4 Disabled Veteran Business Enterprise (DVBE) Preference Program

7.4.1 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](#).

7.4.2 The business must be certified by the County, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DEO at https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.

7.4.3 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 County with their proposal.

7.5 Preference Program Enterprises (PPEs) - Prompt Payment Program

It is the intent of the County that Certified Preference Program Enterprises (PPEs) receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

8.0 BUSINESS PROPOSAL REQUIREMENTS AND EVALUATION

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

8.1 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 Department’s sole judgment and their 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.

8.2 Proposers' Questions

8.2.1 Proposers may submit written questions regarding this RFP by e-mail to the individual identified below. All questions must be received by the date and time specified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements). All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

contracts@ttc.lacounty.gov

Subject Line: TTC RFP 2026-01 CBTS

Attention: Seeta Azizi

8.2.2 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.

8.3 Mandatory Proposers' Conference

8.3.1 A Mandatory Virtual Proposers' Conference will be held to discuss the RFP requirements. County staff will respond to questions from potential Proposers. All potential Proposers must attend this conference, or their proposals will be rejected as non-responsive (disqualified) without review and eliminated from further consideration. The conference will be held on the date and time indicated in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements).

Proposers planning to attend the Mandatory Virtual Proposers' Conference must register by the date and time indicated in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements). TTC will accept registration by email only at the address indicated below:

contracts@ttc.lacounty.gov

Subject Line: CBTS Proposers' Conference Registration

8.4 Preparation of the Proposal

Two (2) separate proposals must be submitted - a Business Proposal and a Cost Proposal, via electronic mail (e-mail) to: contracts@ttc.lacounty.gov by the date and time listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements). All proposals must be bound and submitted in the

prescribed format. Any proposal that deviates from this format may be rejected as non-responsive without review at the County's sole discretion.

8.5 Business Proposal Requirements and Evaluation Criteria (80%)

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:

8.5.1 Table of Contents

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

8.5.2 Executive Summary (Section A)

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

8.5.3 Proposer's Qualifications (Section B) (15%)

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 paragraph.

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

Provide a summary of relevant background information to demonstrate that the Proposer meets or exceeds the minimum requirement(s) stated in Paragraph 4.0 (Minimum Mandatory Requirements) of this RFP and has the capability to perform the required services as a corporation or other entity. The detailed description should include, but not limited to, the following:

- a) Proposers must have five years of experience within the last seven years, as a sole proprietor, corporation, or other entity providing services including successfully developing, implementing, and maintaining web-based accounting systems or similar services identified in Exhibit A (SOW), for government agencies or similarly regulated industries. This experience must include designing systems that handle secure financial transactions, implementing payment reconciliation functionalities, generating automated audit reports, and integrating tax calculation modules aligned with local or state regulatory requirements.

- 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 TTC's sole discretion. Proposers must provide a detailed written description and/or resume demonstrating its five years of experience, or the experience of its principal(s).

Resume must include:

The names of the principal, and the following:

- Employee's current title;
 - Description of current responsibilities with the Proposer;
 - Specific length of time with this Proposer (include month and year hired);
 - Background/Prior Experience (include dates of employment);
 - Proposed position under the Contract, or a description of the work that will be performed; and
 - Indicate any type of special expertise held by the person, any certifications, education, or other information that clearly and specifically documents such expertise.
- b) The product must have been out of beta-testing for at least two years. The Proposer must demonstrate that it meets this requirement.
- c) 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 supporting documentation demonstrating that it meets this requirement.
- d) Proposer's System must permit the import and export of information to and from other systems in a secure

manner, as identified in Exhibit A SOW. The Proposer must provide supporting documentation demonstrating that the requirement is met.

- e) Proposer must identify a Project Director, Project Manager, and Alternate Project Manager each with three years of documented experience either with the Proposer or with another firm prior to employment with the Proposer performing at the level required of these roles in the RFP.

Resume must include:

The names of the Contractor's Project Director, Contractor's Project Manager, and Contractor's Alternate Project Manager, and the following:

- Employee's current title;
- Description of current responsibilities with the Proposer;
- Specific length of time with this Proposer (include month and year hired);
- Background/Prior Experience (include dates of employment);
- Proposed position under the Contract, or a description of the work that will be performed; and
- Indicate any type of special expertise held by the person, any certifications, education, or other information that clearly and specifically documents such expertise.

Additionally, Proposer must provide a list of public agency contracts for the last three years in Exhibit 7 (List of Public Entities) in Appendix B (Required Form). Use additional sheets if necessary. If the Proposer did not have any contracts with a public agency during the last three years, Proposer should include a statement to that effect.

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

Proposer must provide three references one of which must be for a government agency for whom the Proposer has provided the same or similar scope of services to those services to set forth in this RFP 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 (List of References) in Appendix B (Required Forms) must be provided in Section H (Business Proposal Required Forms and Corporate Documents) of Proposer's Business Proposal. **TTC will not accept references for existing or terminated contracts/projects and/or subcontracts with 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 Department is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact of normal working hours.

Proposer will be evaluated on the verification of the first three references provided in Appendix B (Required Forms), Exhibit 8 (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 one hundred percent (100%) of the total points allotted to this evaluation subcategory (Proposer's List of References).

8.5.3.3 Proposer's Debarment History and List of Terminated Contracts (Section B.3)

The County will conduct a review of Proposer's terminated contracts and debarment history. Proposer must include contracts terminated within the past three (3) years with a reason for termination in Appendix B (Required Forms), Exhibit 4 (Debarment History and List of Terminated Contracts). Proposer's completed form Exhibit 4 (Debarment History and List of Terminated Contracts) must be provided in Section H (Business Proposal Required Forms and Corporate Documents) of Proposer's business proposal.

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

The County will conduct a review of Proposer's financial capability. Proposer must provide copies of the company's current and prior two fiscal years (2025, 2024, and 2023) audited financial statements. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. If audited statements are available, these must be submitted to meet this requirement, or the Proposer must provide a statement explaining why unaudited statements were provided. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so, stamped on each page.

8.5.3.5 Proposer's Pending Litigation and Judgments (Section B.5)

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, 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.

8.5.3.6 Proof of Insurability (Section B.6)

Proposer must provide proof of insurability that meets all insurance requirements set forth in Appendix A (Contract), Subparagraph 8.24 (General Provisions for all Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage). If a Proposer does not currently have the required coverage, a letter from a qualified insurance carrier must be submitted with the proposal indicating a willingness to provide the required coverage should the Proposer be selected to receive a Contract Award.

8.5.4 Proposer's Approach to Providing Required Services (Section C) (40%)

- 1. Describe the System's ability to meet the service requirements in Exhibit A, SOW, Paragraph 2.0 (Scope of Work) through Paragraph 8.0 (System Implementation), including but not limited to the following:**
 - a. SOW Subparagraph 2.1, Taxpayer Services
 - b. SOW Subparagraph 2.2, County Administrative Functions
 - c. SOW Subparagraph 2.3, Payment Types
 - d. SOW Subparagraph 2.5, Geographical and Supervisorial District Classification
 - e. SOW Subparagraph 2.6, SaaS Architecture Requirements
 - f. SOW Subparagraph 2.7, Scalability and Extensibility
 - g. SOW Paragraph 3.0, System Interfaces
 - h. SOW Subparagraph 3.2, Integration with County's Payment Processor
 - i. SOW Subparagraph 3.4, Interface with RPRS
 - j. SOW Paragraph 4.0, Notices and Correspondence
 - k. SOW Paragraph 5.0, Reports
 - l. SOW Paragraph 6.0, User Acceptance Test (UAT)
 - m. SOW Paragraph 7.0, System Training and Documentation
 - n. SOW Paragraph 8.0, System Implementation
- 2. Describe the System's ability to meet the service requirements in Exhibit A, SOW, SOW Subparagraph 10.0 (Maintenance and Support)**
- 3. Describe the System's ability to meet the service requirements in Exhibit A, SOW, SOW Subparagraph 13.0 (Information Security and Privacy Requirements)**
 - a. Proposers must provide a confirming statement that it is in full compliance with the provisions of Exhibit I (Information Security and Privacy Requirements) of Appendix A (Contract).
 - b. 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.

- c. Describe your firm's approach to satisfy the County's security requirements as described in Exhibit I (Information Security and Privacy Requirements) of the 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.

8.5.5 Proposer's Quality Control Plan (Section D) (5%)

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan (QCP) to ensure the requirements of this Contract are provided as specified. Evaluation of the QCP must cover the proposed monitoring system of all services listed on the Performance Requirements Summary (PRS) based on information provided in this paragraph.

Proposer must present a comprehensive QCP to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Exhibit A (SOW and Attachments) of Appendix A (Contract).

The following factors may be included in the QCP:

- Quality Control Objectives
- Quality Control Activities
- Frequency of monitoring.
- Issue Identification and Resolution
- County Oversight
- Continuous Improvement
- Documentation

8.5.6 Proposer's Business Continuity Plan (Section E) (5%)

The Proposer will be evaluated on its ability to provide a written Business Continuity Plan (BCP) for providing continuing services to TTC in the event of an emergency that disrupts the Contractor's operations for SaaS solution. The Contractor must provide an updated copy of the BCP to the County's Contract Administrator within ten

business days of the Contract Effective Date and within ten business days when changes occur during the Contract Term.

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 BCP must include, at a minimum, the following components as stated in Exhibit A (SOW) of Appendix A (Contract):

- General Requirements
- Availability Expectations
- Disaster Recovery
- Data Protection During Disruption
- Communication and Notification
- Continuity of Critical Business Functions
- County Access During Disruptions
- Review and Updates

8.5.7 Demonstration (Section F) (15%)

The County requires the Proposers to present a demonstration as part of the evaluation process. Initial scores will be compiled and the County, at its option, may down select the top three Proposers to present a demonstration. 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) of Appendix A (Contract). The Proposer will provide its demonstration through a virtual presentation scheduled and facilitated by the County after the proposal is submitted. 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.

8.5.8 Exceptions to Terms and Conditions of Contract and/or Requirements of Statement of Work and Attachments (Section G)

- 8.5.8.1** It is the duty of every Proposer to thoroughly review the Contract and Statement of Work 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 (Contract) and

the requirements of the Statement of Work outlined in Exhibit A (SOW and Attachments) of Appendix A (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 Contract and the County's requirements in the Statement of Work. However, Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements. **The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.**

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

Exceptions to Appendix A (Contract), and the requirements of Exhibit A (SOW), will not be considered after the proposal submission deadline.

8.5.8.2 Section G of Proposer's response must include:

- 1) A statement offering the Proposer's acceptance of, or exceptions to, all terms and conditions listed in Appendix A (Contract).
- 2) A statement offering the Proposer's acceptance of, or exceptions to all requirements listed in Exhibit A (SOW and Attachments) of Appendix A (Contract); and 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.

8.5.8.3 Indicate all exceptions to the Contract and/or the Statement of Work 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 Contract and its appendices and exhibits at its sole discretion.

8.5.9 Business Proposal Required Forms and Corporate Documents (Section H)

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

- Exhibit 1 Organization Questionnaire/Affidavit
- Exhibit 2 Certification of Compliance
- Exhibit 3 Request for Preference Consideration
- Exhibit 4 Debarment History and List of Terminated Contracts
- Exhibit 5 Community Business Enterprise (CBE) Information
- Exhibit 6 Minimum Mandatory Requirements
- Exhibit 7 List of Public Entities
- Exhibit 8 List of References
- Exhibit 9 Contribution and Agent Declaration Form
- Exhibit 10 Pricing Schedule (**to be included in Cost Proposal**)
- Exhibit 11 Declaration

8.5.9.2 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.

8.6 Cost Proposal Requirements and Evaluation (20%)

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

8.6.1 Cover Page

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

8.6.2 Pricing Schedule

Exhibit 10 (Pricing Schedule) of Appendix B (Required Forms)

*Proposers that would like the County to consider their own preferred eCommerce Application (Payment Processor) must submit **two** Pricing Schedules; one using the Proposers preferred Payment Processor, and one using County's Payment Processor.

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. *Note only the Pricing Schedule using the County's Payment Processor will be evaluated.

However, should one or more of the Proposers request and be granted a preference (as described in Section 7.0 and Exhibit 3), the cost component points will be determined as follows:

Fifteen percent (15%) 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 fifteen percent (15%) of the lowest responsible bid meeting specifications.

8.7 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.

8.8 Proposal Submission

Proposals must be submitted as follows:

- 8.8.1** Two separate proposals must be submitted (a Business Proposal and a Cost Proposal), by the date and time listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements), via electronic mail (e-mail) as follows:

contracts@ttc.lacounty.gov

Attention: Seeta Azizi

The subject line of the email for the Business and Cost Proposals must state:

**PROPOSAL FOR
CANNABIS BUSINESS TAX SYSTEM
TTC RFP 2026-01 CBTS**

- 8.8.2 File naming convention:** File names must consist of the acronym of the Proposer’s company name and the abbreviated title of the document. Examples of file names are noted below with the example of “Sample File Name” as the company name with acronym (SFN), document number, and file name. File names must not exceed a maximum of 25 characters to ensure the system accepts the document(s):
- SFN 01 Bus Prop
 - SFN 02 Cost Prop
 - SFN 03 Bus Prop (Redacted)
 - SFN 04 Cost Prop (Redacted)
 - SFN 05 Required Forms
- 8.8.3 Business Proposal** must be emailed as one individual searchable Portable Document Format (PDF) document.
- Exceptions to the Contract and/or the SOW must be submitted in a red-lined Word version as specified in Subparagraph 7.5.1 (Exceptions to Terms and Conditions of Contract and/or Requirements of SOW and Attachments (Section G) of this RFP.
 - Exhibit 5 (CBE Information) of Appendix B (Required Forms) must be submitted in Excel format.
- 8.8.4 Cost Proposal** must be emailed as one individual searchable PDF document
- 8.8.5** No hard copies delivered in person or facsimile (faxed) responses will be accepted. Please note, each email attachment file size is limited to 60 MB per email. Multiple emails of various file types (e.g., .zip, PDF, Excel) will be accepted. All proposal documentation must be attached, not linked.
- 8.8.6 Redacted Business Proposal** must be included in searchable Adobe Portable Document Format (PDF), with all confidential, proprietary and trade secret information redacted, as part of its proposal submission. Proposers must specifically redact only those parts of the Business Proposal that are actual trade secrets, confidential, or proprietary in nature. Blanket or categorical redactions and/or statements of

confidentiality, or the marking of each page of the proposal as "Trade Secret," "Confidential," or "Proprietary," are not acceptable, and will be rejected in the sole discretion of the County.

8.8.7 It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission deadline. Submitting Proposers will bear all risks associated with delays in delivery. Any proposals received after the scheduled closing date and time for receipt of proposals, as listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements), will not be accepted.

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

9.0 SELECTION PROCESS OVERVIEW

9.1 Adherence to Minimum Mandatory Requirements (Pass-Fail)

County will review Exhibit 1 (Organization Questionnaire/Affidavit), Exhibit 6 (Minimum Mandatory Requirements), Exhibit 7 (Public Entities), and Exhibit 8 (List of References), in Appendix B (Required Forms) to determine if the Proposer meets the Minimum Mandatory Requirements as outlined in Paragraph 4.0 (Minimum Mandatory Requirements) of this RFP.

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

9.2 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 Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements).

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

Evaluation of Business and Cost Proposals

All proposals will be evaluated based on the criteria listed in Paragraph 8.0 (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.

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.

10.0 PROTEST PROCESS OVERVIEW

10.1 Solicitation Requirements Review

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

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

The SRR will be completed, and TTC'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, by email, by the date indicated in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements) to:

contracts@ttc.lacounty.gov

Subject Line: TTC RFP 2026-01 CBTS-Solicitation Requirements Review
Attention: Seeta Azizi

10.2 Disqualification Review

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

- 10.2.1** The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
- 10.2.2** The request for a Disqualification Review asserts that the Department'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 Paragraph 6.6 (Determination of Proposer Responsibility).

10.3 Department's Proposed Contractor Selection Review

10.3.1 Departmental Debriefing Process

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

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

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

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Paragraph 10.3.2 Proposed Contractor Selection Review), if the requesting Proposer is not satisfied with the results of the Debriefing.

10.3.2 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 Paragraph may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as will be specified by the Department.

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

- 10.3.2.1** The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
- 10.3.2.2** The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - 1)** The Department 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 Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended Contractor.
 - 3) A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - 4) Another basis for review as provided by state or federal law; and

10.3.2.3 The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative 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 Paragraph 10.4 (County Independent Review) below).

10.4 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 Department in the Department's written decision regarding the Proposed Contractor Selection Review. Proposers that request a County Independent Review may not add new assertions or documentation to the assertions presented in their Proposed Contractor Selection Review. Any new assertions or documentation submitted by Proposer will not be considered or reviewed.

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:

- 10.4.1** The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
- 10.4.2** 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 Paragraph 10.3.2 (Proposed Contractor Selection Review) above.

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

APPENDIX A



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

TREASURER AND TAX COLLECTOR

AND

(CONTRACTOR)

FOR

CANNABIS BUSINESS TAX SYSTEM

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STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing Schedule (Not Attached to Contract)
- C** Intentionally Omitted
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution
 - F1** Contractor Acknowledgement and Confidentiality Agreement
- G** Defaulted Property Reduction Tax Program
- H** Digital Accessibility Requirements
- I** Information Security and Privacy Requirements

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
CANNABIS BUSINESS TAX SYSTEM**

This Contract (Contract) is made and entered into on **Enter Date (Execution Date)**, by and between the County of Los Angeles (County) and **Contractor Name (Contractor)**. **Contractor Name** is located at **Contractor Address**.

RECITALS

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

WHEREAS, the County may contract with private businesses for Cannabis Business Tax System (CBTS) when certain requirements are met; and

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

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

1.0 APPLICABLE DOCUMENTS

Exhibits A 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 and Attachments
Exhibit B	Pricing Schedule (Not attached to Contract)
Exhibit C	Intentionally Omitted
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Forms Required at the Time of Contract Execution
Exhibit G	Defaulted Property Reduction Tax Program
Exhibit H	Digital Accessibility Requirements
Exhibit I	Information Security and Privacy Requirements

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 Paragraph 8.1 (Change Notice and Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard 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. **NOTE:** Refer to Contract Exhibit I (Information Security and Privacy Requirements) for additional technology -related terms and definitions.

2.1.1 Additional Software: Any function or module that is (i) not included in the System marketed by Contractor as of the Effective Date, (ii) not related to the primary function for which the System is used by the County, and (iii) not otherwise to be provided to the County under this

Contract as an update to the System, and as described in Exhibit A (SOW), which Contractor may provide upon County's request therefor in the form of Additional Work in accordance with Subparagraph 8.1.1.

- 2.1.2 Additional Work:** Additional Software 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. Additional Work must constitute the applicable System software and services, and accordingly constituting part of the solution, for all purposes under this Contract.
- 2.1.3 Automatic Clearing House (ACH):** An electronic network used for processing bank-bank payments, including taxpayer payments submitted through CBTS.
- 2.1.4 Ad Hoc Report:** A customizable report created by TTC staff using filters or criteria within the CBTS.
- 2.1.5 Application Programming Interface (API):** A method that allows two software systems to communicate or exchange data securely.
- 2.1.6 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.7 Business Days:** Monday through Friday, excluding County observed holidays, unless otherwise stated.
- 2.1.8 Calendar Days:** Monday through Sunday, including County observed holidays, unless otherwise stated.
- 2.1.9 Cannabis Business Tax (CBT):** The tax due from a cannabis business in the unincorporated areas of the County pursuant to Los Angeles County Code Chapter 4.71.
- 2.1.10 Cannabis Business Tax System (CBTS) or System:** The Software-as-a-Service (SaaS) solution procured under this SOW to support the administration of the Los Angeles County Cannabis Business Tax.
- 2.1.11 Canopy-Based Activities:** Cannabis activities for which tax liability is based on the size of the cultivation canopy, as defined in the Los Angeles County Code Chapter 4.71. "Canopy" refers to the total area within a cultivation site that contains mature cannabis plants, measured using the methodology established by the licensing authority (e.g., square footage of plant canopy). Canopy-based activities may include, but are not limited to, indoor or mixed-light cultivation, outdoor cultivation, nursery operations, or other cultivation categories defined by the applicable licensing or regulatory agencies.
- 2.1.12 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.

- 2.1.13 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.
- 2.1.14 Contractor's Authorized Official(s):** The individual(s) authorized by the Contractor, that the Contractor represents and warrants has actual authority to execute documents under this Contract on behalf of the Contractor.
- 2.1.15 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.
- 2.1.16 Contractor's Project Manager/Contractor's Alternate Contract Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.17 Contractor's Employees/Staff:** Any person designated by the Contractor to perform services under this Contract.
- 2.1.18 Contractor's Financial Manager:** The individual authorized by the Contractor to have full authority to act on behalf of the Contractor in all matters relating to invoicing under this Contract.
- 2.1.19 County:** The County of Los Angeles.
- 2.1.20 County's Contracts' Section – Contract Monitor:** The County's Contracts' Section – Contract Monitor is responsible for ensuring annual requirements and Contract deliverables (e.g., financial statements, insurance certificates, pending litigation statement, etc.) are received timely and in accordance with the Contract provisions from the Contractor.
- 2.1.21 County's Project Director:** The individual authorized by 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.
- 2.1.22 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.

- 2.1.23 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County’s website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.24 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 System not performing in strict compliance with the provisions of this Contract and the Specifications.
- 2.1.25 Deliverable(s):** 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.
- 2.1.26 Designated Test:** has the meaning ascribed to it in Paragraph 8.56 (Acceptance).
- 2.1.27 Department of Consumer and Business Affairs, Office of Cannabis Management (DCBA/OCM):** The County department responsible for cannabis business licensing, regulatory functions, and related oversight activities.
- 2.1.28 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 System including, but not limited to, online help screens contained in the System, and any revisions, supplements, or updates thereto.
- 2.1.29 Effective Date:** The date of County’s execution of this Contract after approval by the County’s Board or as indicated in Paragraph 4.0 (Term of Contract).
- 2.1.30 Final Acceptance:** The County’s written approval of the System as more fully described in Exhibit A (SOW).
- 2.1.31 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.32 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.
- 2.1.33 Lockbox:** A banking service that processes mailed check payments and transmits associated data to County systems.

- 2.1.34 Non-Sufficient Funds (NSF):** A returned or rejected payment due to insufficient funds in the payer's account.
- 2.1.35 Payment Card Industry Data Security Standard (PCI-DSS):** A set of security standards designed to protect payment card information.
- 2.1.36 Payment Processor:** The third-party entity responsible for processing ACH and credit card payments; for this SOW, Worldpay is the preferred provider.
- 2.1.37 Performance Requirements Summary (PRS):** A table that identifies measurable performance requirements, allowable variances, and remedies.
- 2.1.38 Personal Data:** Any information that identifies a person including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personal Data includes, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code (U.S.C.) §6801 et seq.).
- 2.1.39 Pool Dollars:** 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.
- 2.1.40 Production Use:** The actual use of the System in the production environment to process actual live data in County's day-to-day operations.
- 2.1.41 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.
- 2.1.42 Remittance Payment Processing System (RPRS):** The County's system used to process cash, checks, and other remittance items, including lockbox files and in-person payments.
- 2.1.43 Returned Payment:** A payment that is reversed by a financial institution or processor, including ACH returns or returned checks.
- 2.1.44 Software-as-a-Service (SaaS):** A cloud-hosted software delivery model where the Contractor provides hosting, maintenance, upgrades, and support, and users access the system through a web browser.
- 2.1.45 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.

- 2.1.46 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.47 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.48 Supervisorial District:** A geographical classification used by Los Angeles County to group locations into five districts represented by elected Supervisors.
- 2.1.49 Taxpayer Portal:** The online interface where cannabis businesses access CBTS features such as registration, filing, payment submission, and account management.
- 2.1.50 Treasurer and Tax Collector:** The Department head of the County of Los Angeles Treasurer and Tax Collector.
- 2.1.51 TTC or Department:** The County of Los Angeles Department of Treasurer and Tax Collector.
- 2.1.52 User Acceptance Testing:** The County's evaluation of System functionality prior to go-live to determine whether the solution meets requirements.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth in herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, 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, and the Contractor must have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1** The Contract Term will commence upon approval by the Board and will continue for three years following Final Acceptance under the Contract terms, unless sooner terminated or extended in whole or in part, as provided in this Contract.
- 4.2** After the initial term, the TTC will have the sole option to extend the Contract Term for up to four additional one-year and 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. The option to renew

will be set forth in writing, as provided in Subparagraph 8.1.5 (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 Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The Contract Sum under this contract will be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor will provide services at the rates identified in Exhibit B (Pricing Schedule). Any adjustments to the Contract Sum must be in accordance with Subparagraph 8.1 (Change Notices and Amendments).

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 System 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 System, 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, 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.

5.3 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 seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department 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.

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, (Statement of Work (SOW) and Attachments), 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 (EFT). The Contractor is solely responsible for the direct deposit account registration with the County and updating banking information timely if there are any changes by visiting the Direct Deposit registration portal at <https://directdeposit.lacounty.gov> or contacting the Auditor-Controller via email at DISB.DirectDeposit@auditor.lacounty.gov.
- 5.5.4** The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5** 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

5.5.6 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 Preference Program Enterprises - Prompt Payment Program**
Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

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 complete the Vendor Direct Deposit Registration via the website portal at <https://directdeposit.lacounty.gov> with banking and Contractor 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.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

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

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 any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contracts' Section – Contract Monitor

The County's Contracts' Section – Contract Monitor is responsible for ensuring annual requirements and Contract deliverables (e.g., financial statements, insurance certificates, pending litigation statement, etc.) are received timely in accordance with the Contract provisions from the Contractor.

6.5 County's Departmental Chief Information Officer (DCIO)

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

6.6 County's Departmental Information Security Officer (DISO)

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

The Contractor must assign a sufficient number of employees to perform the required work. The Contractor must appoint at least one authorized employee, determined and agreed upon between the Contractor and the TTC, 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 Subparagraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County's Project Director and County's Project Manager in writing of any changes as they occur.

Request for replacement of any personnel by the TTC must be completed within one Business Day.

7.2 Contractor's Project Director

7.2.1 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 County's Project Director and County's Project Manager, with the information specified in Exhibit E (Contractor's Administration), for the individual designated to act as the Contractor's Project Director 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 Director. The County will have the right to approve the assignment or replacement of any personnel by the Contractor.

7.2.2 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.

- 7.2.3** 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 upon by the parties, to review Contract performance and discuss Contract coordination. Such meetings will be conducted at a time and place as mutually agreed upon by the parties.

7.3 Contractor's Project Manager/Contractor's Alternate Project Manager

- 7.3.1** The Contractor's Project Manager, and a designated alternate (Alternate Project Manager), must be a full-time employee of the Contractor. The Contractor must provide the County's Project Director and County's Project Manager with the information specified on Exhibit E (Contractor's Administration), for the individual designated to act as the Contractor's Project Manager and Contractor's Alternate 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 and Contractor's Alternate Project Manager. The County will have the right to approve the assignment or replacement of any personnel by the Contractor.

The Contractor's Project Manager and Contractor's Alternate 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.

- 7.3.2** The Contractor's Project Manager/Contractor's Alternate Project Manager must be available on Business Days during regular business hours from 8:00 a.m. to 5:00 p.m. Pacific Time (PT) for telephone and email contact and to meet as needed with the County's Project Manager to discuss the Contract.

7.4 Contractor's Financial Manager

The Contractor's Financial Manager must be a full-time employee of the Contractor. The Contractor must provide the County's Project Director and County's Project Manager with the information specified in Exhibit E (Contractor's Administration), for the individual designated to act as the Contractor's Financial 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 Financial Manager. The County will have the right to approve the assignment or replacement of any personnel by the Contractor.

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 on Business Days during the hours of 8:00 a.m. to 5:00 p.m. PT for telephone and email contact and to meet with County personnel regarding any invoices issued under this Contract.

7.5 Contractor's Employees

7.5.1 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.

7.5.2 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 Delinquent Account Collection Services, and the specific requirements of this Contract.

7.5.3 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.

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

7.5.5 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.

7.6 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's 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.

7.7 Background and Security Investigations

7.7.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Typically, the positions required to undergo and pass a background investigation, include, but are not limited to, Contractor's Project Director, Contractor's Project Manager, Contractor's Alternate 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 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 stolen property, any felony conviction, a misdemeanor conviction involving moral turpitude, or any job-related misdemeanor conviction. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must promptly comply with County's request at any time during the term of the Contract. County will not provide to Contractor or Contractor's staff any information obtained through the County's background investigation.

- 7.7.2** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.7.3** These terms will also apply to subcontractors of County contractors.
- 7.7.4** The Contractor must provide to the County's Project Manager 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 Days of the date on which the fingerprinting occurred.
- 7.7.5** A member of Contractor's staff must not begin to perform services under the Contract until they have successfully passed a background investigation to the satisfaction of the County.
- 7.7.6** During the Contract Term, if the County identifies a subsequent disqualifying factor for a member of the Contractor's staff, the County 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 County's request.
- 7.7.7** The County will notify the Contractor when Contractor's staff member does not pass the background investigation or who received a subsequent disqualifying factor.
- 7.7.8** Disqualification of any member of 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.

7.8 Confidentiality

- 7.8.1** Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.8.2** 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 this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 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 make any admission, in each case, on behalf of County without County's prior written approval.
- 7.8.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.8.4** Contractor must sign and adhere to the provisions of Exhibit F1-IT (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Change Notices and Amendments

- 8.1.1** For 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 Pools Dollars. All such changes will 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 of Additional Work under the Contract. Any requests for 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 their designee, provided County Counsel approval is obtained prior to execution of such Amendment(s).
- 8.1.3** For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by Treasurer and Tax Collector, or their designee, as operationally necessary. The County 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 or cannabis businesses. Any such change must be in writing and signed by the Contractor and the County, provided the Chief Information Officer and County Counsel approval is obtained prior to execution of such Amendment(s).
- 8.1.4** The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by Treasurer and Tax Collector, or their designee, provided County Counsel approval is obtained prior to execution of such Amendment(s).
- 8.1.5** The Treasurer and Tax Collector, or their designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by Treasurer and Tax Collector, or their designee,

provided County Counsel approval is obtained prior to execution of such Amendments.

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 paragraph, 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 Authorization Warranty

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.

8.4 Budget Reductions

In the event that the County's Board adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation

under this Contract correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Contract (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 thirty (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 and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- Within ten Business Days after the Contract Effective Date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within ten Business Days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- 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.
- 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.
- 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 Laws

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 Paragraph 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

- 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.
- 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 fifty thousand dollars (\$50,000) or more in any twelve (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 forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) 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 ninety (90) days or less within a twelve (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 Contract.

- 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.
- 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 Who 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/START 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 Skills and Training to Achieve Readiness for Tomorrow (START) 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/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BServices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/START 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 (5) years but may exceed five (5)

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

- 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.
- 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.
- 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. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. 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.

- 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 (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board 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.
- 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. The Board 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.

8.13 Contractor's Acknowledgement and Notice to its Employees of the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a [Fact Sheet](#) regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, the Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "[Safely Surrendered Baby Law Poster](#)" (available in [English/Spanish/Chinese/Korean](#)) in a prominent position at the Contractor's

place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

The Contractor, and its subcontractor(s), can access posters and other program material at babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

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

8.14.2 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and 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

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 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 thirty (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 Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to 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.

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 Paragraph 7.6 (Confidentiality).

8.23 Indemnification

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.

8.24 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 Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required

Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than ten (10) 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.
- Certificates 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 Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates 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 fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- Neither the County’s failure to obtain, nor the County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

Email: contracts@ttc.lacounty.gov

- 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, 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 will 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

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 (10) days in advance of cancellation for non-payment of premium and thirty (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

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

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 effectuate such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

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. 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. 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)

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 must precede the effective date of this Contract. Contractor understands and agrees it will maintain such

coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

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 (10) days in advance of cancellation for non-payment of premium and thirty (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.

- **Professional Liability-Errors and Omissions**

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

- **Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$ 1 million per occurrence. Such coverage must protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents must be named as an Additional Insured and Loss Payee as its interests may appear. This insurance must include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and must not contain a requirement for an arrest and/or conviction.

- **Technology Errors & Omissions Insurance**

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration;

(5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

- **Cyber Liability Insurance**

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$ 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; and Data/Information loss and business interruption; 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, will 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.

8.26 Liquidated Damages

- 8.26.1** If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their 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 Director, or their designee, in a written notice describing the reasons for said action.

8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their 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 time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is **\$500** per day per infraction, or as specified in Attachment IV (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) 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 (5) 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 Paragraph 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 Paragraph 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 Paragraph 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** Contractor certifies to the County each of the following:
- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - 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 Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 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 Civil Rights Department 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 five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

Nothing herein is intended nor 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 (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The 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. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director or designee will resolve it.

8.32 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 Project 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.

- 8.32.1** Contractor and County agree to act with urgency to mutually resolve any disputes which may arise with respect to this Contract. All such disputes will be subject to the provisions of this Subparagraph 8.32 (Dispute Resolution Procedure), (such provisions will be collectively referred to as the “Dispute Resolution Procedure”). Time is of the essence in the resolution of disputes.
- 8.32.2** Contractor and County agree that the existence and details of a dispute notwithstanding, both parties will continue without delay their performance hereunder, except for any performance, which the County determines should be delayed as a result of such dispute.
- 8.32.3** 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 will 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.
- 8.32.4** 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 will be borne by the County, and County will make no claim whatsoever against the Contractor for such costs. County will promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by the County.
- 8.32.5** In the event of any dispute between the parties with respect to this Contract, Contractor and County will submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 8.32.6** 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.

- 8.32.7** 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 their designee. These persons will have ten Days to attempt to resolve the dispute.
- 8.32.8** 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.
- 8.32.9** 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 8.32 (Dispute Resolution Procedure), the efforts to resolve a dispute will 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.
- 8.32.10** 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 7.8 (Confidentiality), will 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.
- 8.32.11** 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.

8.33 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.

8.34 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). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director or 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 Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (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 except for those documents determined to be non-disclosable or exempt pursuant to [California Government Code sections 7921.000 et seq.](#) 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:

- The Contractor must develop all publicity material in a professional manner; and
- 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.

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 Paragraph 8.36 (Publicity) 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 of 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 a 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 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). 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.
- 8.38.6** **Pending Litigation:** Contractor must submit an annual statement regarding any pending or threatened litigation which may impact Contractor's ability to perform the Contract since the Contractor last reported same to the County, and as soon as an incident occurs, to the Contracts' Section – Contract Monitor, as indicated on Exhibit D (County's Administration).

8.39 Recycled Bond Paper

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

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor.
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor 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 the Contractor employees.

8.40.4 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.

8.40.5 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.

8.40.6 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 the County, Contractor must forward a fully executed subcontract to the County for their files.

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 certificates of insurance, 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, Contractor must ensure delivery of all such documents to:

Email: contracts@ttc.lacounty.gov

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 Paragraph 8.14 (Contractor’s Warranty of Adherence to County’s Child Support Compliance 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 ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effectuated 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 (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must stop work under this Contract on the date and to the extent specified in 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 Paragraph 8.37 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

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

- Contractor has materially breached this Contract; or

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor 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 paragraph.

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 Paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor 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 paragraph, 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 Paragraph 8.42 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.42 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.42.3, the rights and

obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.42 (Termination for Default) 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 the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the 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, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.44 (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 will continue the performance of this Contract to the extent not terminated; (b) Contractor will 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 Confidential Information that relates to the portion of the Contract or services terminated by the County, including all County Data, in a media reasonably requested by the County.

8.48.2 Expiration or termination of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed in writing will survive any

such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

- 8.48.3** Contractor understands and agrees that County has obligations that it cannot satisfy without use of the System provided to the County hereunder or an equivalent system, 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 will fully cooperate with the County in the transition of the County to a new system, toward the end that there be no interruption of County's day -to-day operations due to the unavailability of the System 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 provide transition services to the County at no additional cost to the County. Such transition services include reasonably cooperating and taking all steps required or reasonably requested to make an orderly transition of the Services and County Information from Contractor to another system 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. 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 System 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.

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 will reasonably cooperate with County in the transition of County to a new system, toward the end that there be no interruption of County's day-to-day operations due to the unavailability of the System during such transition.

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

8.49 Validity

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

8.50 Use of County Seal and/or TTC Logo

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 will 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 will 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

paragraph 8.49 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

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

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this 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 Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 "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 County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.55 Intentionally Omitted

8.56 Acceptance

8.56.1 The System, 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).

- 8.56.2** Production Use will not be deemed acceptance or Final Acceptance of the System, services, Deliverables, or milestones.
- 8.56.3** If the County’s Project Director makes a good faith determination at any time that the System (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 8.56.3 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 System, 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 System, services, Deliverables, and/or milestones as will permit the System, services, Deliverables, and/or milestones 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 System, services, Deliverables, or milestones again fail 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 System, 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 System, services, Deliverables, or milestones as will permit the System, services, Deliverables, or milestones to be ready for retesting.
- 8.56.4** 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.
- 8.56.5** 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 System; (ii) a termination of any part of Exhibit A (SOW), relating to the System, 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 System as a whole, the entire Contract. In the event of a termination under this Subparagraph 8.58.5, 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), System, 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 System 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.

8.57 Integration/Interfacing

Contractor must develop and deliver the Interfaces identified in Exhibit A (SOW), as part of the System. If the System 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 System will not be deemed to have achieved Final Acceptance by the County until the System 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 System 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 System 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.

8.58 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 8.60 (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.

8.59 Intentionally Omitted

8.60 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 (10) 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](#).

8.61 County Ownership of County Data and Information

Ownership of County Data. All County Data provided or made accessible by the County to the Contractor is, and will remain the property of the County. Upon termination or expiration of the Contract for any reason, or upon County's written request at any time, the Contractor must provide the County, at no additional cost and no later than 15 Calendar Days after the termination, expiration or the County's request, any County Data (including any County Data or information stored as part of the System) or other proprietary Data belonging to the County stored within the System. Such data will be provided to the County on an external media drive in a platform-agnostic format or in any specific format reasonably requested by the County. At the County's option, the Contractor must destroy all originals and copies of all such data and other related information or documents.

8.62 Compliance with County's Zero Tolerance Policy on Human Trafficking

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

If a 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. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.63 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#) and [Chapter 8.300 of the Los Angeles County Code \(Fair Chance Ordinance for Employers\)](#). 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.

8.64 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.

8.65 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.

8.66 Injury and Illness Prevention Program

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.

8.67 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$500 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

8.68 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 Master Agreement's commencement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Patent, Copyright and Trade Secret Indemnification

9.1.1 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. 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.

9.1.2 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:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.1.3 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.

9.2 Information Security and Privacy Requirements

Contractor must comply with the requirements set forth in Exhibit I (Information Security and Privacy Requirements). Information Security and Privacy Requirements apply 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).

9.3 Compliance with County's Women in Technology Hiring Initiative

At the direction of the Board, the County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report such programs available to: WITProgram@isd.lacounty.gov.

9.4 Digital Accessibility Requirements

For any and all websites, webpages, and mobile applications that Contractor designs, hosts, implements or manages on behalf of the County, Contractor must comply with Exhibit I (Digital Accessibility Requirements) all applicable accessibility laws, rules, regulations, and industry standard guidelines including, but not limited to, the Americans with Disabilities Act and the [Web Content Accessibility Guidelines](#) (WCAG 2.1), as they may be amended or updated from time to time. Contractor must also promptly comply, without additional cost to

County, with any amendments or updates to these accessibility laws, rules, regulations, or industry standard guidelines that become effective during the term of the Contract.

9.5 Local Small Business Enterprise (LSBE) Preference Program

9.5.1 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](#).

9.5.2 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 a LSBE.

9.5.3 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 a LSBE.

9.5.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:

- 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;
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
- 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 Economic Opportunity of this information prior to responding to a solicitation or accepting a contract award.

9.6 Social Enterprise (SE) Preference Program

- 9.6.1** 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](#).
- 9.6.2** 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 SE.
- 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 SE.
- 9.6.4** If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:
- 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;
 - In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
 - 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 Economic Opportunity of this information prior to responding to a solicitation or accepting a contract award.

9.7 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.7.1** 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](#).

- 9.7.2** 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.
- 9.7.3** 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.
- 9.7.4** 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:
- 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;
 - 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 percent of the amount of the contract; and
 - 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 Economic Opportunity of this information prior to responding to a solicitation or accepting a contract award.

10.0 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:

- | | |
|---------------|----------------------|
| Paragraph 1.0 | Applicable Documents |
| Paragraph 2.0 | Definitions |
| Paragraph 3.0 | Work |

Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.8	Confidentiality
Paragraph 8.1	Change Notices and Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.33	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.49	Validity
Paragraph 8.51	Waiver
Paragraph 8.65	Prohibition from Participation in Future Solicitation
Paragraph 8.67	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.1	Patent, Copyright and Trade Secret Indemnification
Paragraph 9.2	Information Security and Privacy Requirements
Paragraph 9.4	Digital Accessibility Requirements
Paragraph 10.0	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:

EDWARD YEN

Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Senior Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK CANNABIS BUSINESS TAX SYSTEM

**STATEMENT OF WORK
CANNABIS BUSINESS TAX SYSTEM**

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STATEMENT OF WORK ATTACHMENTS

Attachments

Attachment I	Remittance Processing Replacement System (RPRS) File Layout
Attachment II	eCAPS Specifications
Attachment III	Contract Discrepancy Report (CDR)
Attachment IV	Performance Requirements Summary (PRS)

1.0 INTRODUCTION

The County of Los Angeles (County) Treasurer and Tax Collector (TTC) is seeking a fully hosted, browser-based Software-as-a-Service (SaaS) solution to administer the County's Cannabis Business Tax (CBT) in accordance with [Los Angeles County Code Chapter 4.71](#). The solution, referred to as the Cannabis Business Tax System (CBTS), will support all activities required to register taxpayers, process filings and payments, administer accounts, generate notices, support compliance efforts, and produce operational and financial reports.

The purpose of this Statement of Work (SOW) is to describe the functional, technical, security, integration, reporting, and performance expectations of the CBTS. The Contractor may meet these requirements using its standard SaaS platform, configure tools, and implementation methodology, provided that all requirements in this SOW are satisfied.

The CBTS must operate entirely within the Contractor's cloud-hosted environment. The system must be accessible to taxpayers and County staff through modern web browsers and must support secure online registration, filing, payment processing, reporting, and administrative functions.

The Contractor must furnish all labor, software, hosting, implementation services, support, maintenance, integrations, and related activity necessary to deliver a complete and fully operational CBTS that meets TTC's needs.

2.0 SCOPE OF WORK

The Contractor must provide a fully hosted, online SaaS CBTS that supports all functional, technical, security, reporting, and administrative requirements described in this SOW. The solution must operate entirely within the Contractor's SaaS environment and require no County-hosted infrastructure, installations, or local software.

The CBTS must enable TTC to administer the CBT in accordance with [Los Angeles County Code Chapter 4.71](#) and must support registration, CBT return filing, payment processing, reporting, compliance activities, financial reconciliation, and account management. The Contractor may use its standard SaaS platform capabilities to meet these requirements.

2.1 Taxpayer Services

The CBTS is expected to support taxpayer-facing functions, which may include:

- Online taxpayer registration and account management
- Electronic filing of cannabis tax returns
- Submit payments using ACH, credit card, cash, and check (see below Subparagraph 2.3 (Payment Types)). The payment services should integrate with Worldpay which is the County's designated payment processor, Subparagraph 3.2 (Integration with Payment Processor)
- Review tax filing, payment history, and account balances
- Receive notices and correspondence including but not limited to delinquency and non-payment
- Update account information, subject to TTC review

2.1.1 Taxpayer Portal

The CBTS is expected to provide a secure taxpayer portal that enables cannabis business taxpayers to interact with the system electronically. The taxpayer portal should support functions necessary for cannabis business tax administration, which may include:

- Taxpayer registration and account creation]
- Submission of cannabis tax returns
- Submission of monthly cannabis business activity computation forms (if required)
- Electronic payment submission through the

2.2 County Administrative Functions

The CBTS must enable TTC staff to perform all administrative duties necessary to manage the Cannabis Business Tax program including but not limited to:

- Reviewing and managing taxpayer accounts
- Calculating tax liabilities for gross-receipts and canopy-based activities
- Applying penalties, interest, and fees (including non-sufficient funds (NSF), non-payment, late payment, or non-compliance, as permitted by ordinance))
- Entering and recording cash and check payments
- Making manual adjustments with full audit trails
- Managing account status (active, suspended, closed)
- Generating and issuing notices and correspondence including but not limited to delinquency and non-payment
- Monitoring compliance and identifying non-filers or under-reporters

The System must also support classification and analysis of business activity by Supervisorial District, Subparagraph 2.5 (Geographical and Supervisorial District Classification), using available address data or system configuration consistent with the Contractor's standard capabilities.

2.3 Payment Types

The CBTS should support the following payment methods:

- ACH and credit card processed through a Payment Processor (online payment)
- Cash, check, and credit card processed through TTC's RPRS (in-person payment)
- Check processed through TTC's RPRS (mailed in payment with stub)
- Returned/NSF items automatically flagged with associated reversals and fees (online)

All payment activities must be recorded online and included in daily reconciliation processes.

2.4 Billing and Payment Coupons

The CBTS is expected to support the County's remittance processing workflow for in-person and mailed payments through RPRS. Depending on program design and operational needs, the County may require either:

- Issuance of a bill or payment coupon to the taxpayer, or
- Generation of a bill or payment coupon made available to the taxpayer electronically.

Where the bills or payment coupons are used, the CBTS is expected to support inclusion of remittance information (such as a payment stub or scanline data) sufficient to enable automated posting through the County's existing RPRS check and stub scanning process.

The CBTS must provide printable bills or payment coupons, such outputs must be capable of being produced in a format that supports consistent scanline readability when printed and processed using existing County scanning equipment. Compatibility with RPRS scanning and posting processes will be validated during testing.

Nothing in this subsection precludes the County from accepting payments solely on taxpayer-filed (self-reported) returns where bills or payment coupons are not required.

2.5 Geographical and Supervisorial District Classification

The CBTS must allow TTC to view, filter, group, and report cannabis business activity by Supervisorial District. The Contractor may satisfy this requirement through configurable data fields, geospatial lookup features within its SaaS platform, or other capabilities.

Supervisorial District boundaries used by the County are publicly available through the Los Angeles County Enterprise GIS ([eGIS](#)) platform. The County may provide a link to this resource for informational purposes; however, the Contractor may use its standard methods to support geographic classification as required under this SOW.

2.6 SaaS Architecture Requirements

The solution must:

- Operate entirely as a cloud-hosted SaaS platform
- Be accessible exclusively via modern web browsers
- MS Azure AD Authentication for single sign-on and MS Multifactor Authentication (MFA) using MS Authenticator for both cannabis businesses as well as LA County
- High Availability and Disaster recovery
- High security – Contractor must provide a highly secure environment to host the CBTS
- Support TTC's operational, financial, security, and reporting requirements

The Contractor may use its established SaaS architecture to meet these expectations.

2.7 Scalability and Extensibility

The CBTS is expected to offer scalability to support growth in transaction volume, the number of registered taxpayers, and potential future feature expansion. Although this SOW applies specifically to cannabis business tax administration, the County may consider the proposed solution's ability to support additional County tax programs in the future.

The solution is expected to accommodate reasonable expansion through the Contractor's standard SaaS architecture, configuration options, and modular capabilities, without requiring redevelopment or major structural changes. This expectation does not commit the County to procure additional modules or expand the contract scope beyond cannabis tax administration.

3.0 SYSTEM INTERFACES

The CBTS must support secure, reliable, and accurate data exchange with the County's designated external systems based on specified file formats as stated in Attachment I (RPRS File Layouts) and using secure transmission methods as outlined in Exhibit H (Information Security and Privacy Requirements) of the Contract. The Contractor may use its standard SaaS integration tools, methods, and technologies to satisfy these requirements, provided all interfaces meet the functional expectation described in this SOW. The CBTS is expected to support interfaces with County systems necessary to administer, collect, reconcile, and report cannabis tax revenues. System interfaces are intended to support existing County operations and workflows and do not require replacement, modification, or modernization of County or external systems

All interface components must operate within the Contractor's SaaS environment or through secure industry-standard protocols.

3.1 General Interfaces Requirements

The Contractor must provide integrations that:

- Exchange data with identified systems in a secure and reliable manner
- Support both real-time and batch-based data exchanges, as appropriate
- Provide TTC staff with visibility into interface status and exceptions
- Maintain data integrity and auditability across interfaced systems
- Support reconciliation of filings, payments, adjustments, and refunds
- Allow for monitoring and resolution of interface errors or exceptions

Interface methods may vary by system and may include application programming interfaces (APIs), secure file transfers, scheduled batch jobs, or other standard approaches proposed by the Contractor.

3.2 Integration with Payment Processor

The CBTS should integrate with the County's designated Payment Processor, to support ACH and credit card payments. The integration should enable the CBTS to:

- Initiate payment requests
- Receive payment confirmations
- Process returned or reversed transactions (e.g., chargebacks, ACH returns)
- Apply or reverse liabilities accordingly
- Support associated fees such as NSF charges

The Contractor may satisfy this requirement through its standard Payment Processor integration framework if it meets PCI-DSS expectations and supports the County's reporting, reconciliation, and financial controls.

3.3 Interface with the County's Accounting System

The CBTS must exchange financial information with the County's eCAPS accounting system, based on specified file format as stated in Attachment II (eCAPS Specifications) to support:

- Posting of deposits and revenue
- Confirmation of accepted transactions
- Notification of corrections or adjustments
- Daily and periodic reconciliation activities

The integration must allow the CBTS to:

- Transmit financial activity to the accounting system
- Receive confirmation, posting results, or exceptions
- Identify variances for follow-up
- Support TTC's reconciliation process.

The Contractor may use its standard SaaS-based financial integration capabilities to meet these requirements.

3.4 Interface with the County's Remittance Processing Replacement System (RPRS)

The CBTS must interface with the County's RPRS system which

processes cash, check, and credit card payments (including lockbox activity).

The interface must support:

- Processing of RPRS cannabis tax payment transactions in a .txt file format for both cash and check payments
- Importing of lockbox or other remittance files
- Identifying of exceptions (e.g., mismatched amounts, invalid accounts)
- Daily reconciling of check and cash activity

The Contractor may fulfil these requirements using secure file exchanges, APIs, or other standard SaaS integration mechanisms.

3.4.1 Scanline Compatibility for Cashiering and Remittance Processing

Where the CBTS generates bills, payment coupons, letters, or notices intended to accompany in-person or mailed payments, such documents are expected to support the County's existing cashiering and remittance processing workflows.

Documents presented for cashiering purposes are expected to include a scanline or other machine-readable remittance identifier sufficient to enable automated routing and posting of cash or check payments through RPRS. The format and placement of scanline data must be compatible with existing County scanning and posting processes.

If the CBTS generates printable documents (including PDF formats), scanline readability and compatibility with County scanning equipment and workflows will be validated during testing. Minor adjustments necessary to achieve compatibility are considered part of system configuration and do not constitute a change in scope.

3.5 Integration with DCBA/OCM Licensing System

The CBTS must integrate with the Department of Consumer and Business Affairs, Office of Cannabis Management (DCBA/OCM) to receive licensing and regulatory data, based on specified file format needed for tax administration. The integration must support:

- License status updates (active, expired, suspended, revoked)

- License type and business activity classification
- Location and ownership data
- Canopy information for cultivation activities
- Identification of unlicensed or expired operators

Integration must enable TTC to perform compliance and enforcement activities but must not restrict unlicensed businesses from registering or paying taxes, consistent with the [Los Angeles Count Code 4.71](#). The Contractor may propose file-based or API-enabled exchanges consistent with its standard SaaS capabilities.

3.6 Interface with External Government Partners

The CBTS is expected to support receipt of information from external government partners at the city and state level, to the extent such information is made available to the County and is relevant to cannabis business tax administration.

Such information may include, but is not limited to:

- Cannabis business activity classifications
- Location or jurisdictional reference information
- Operational or status indicators
- Other reference or summary data supporting tax administration, compliance monitoring, or reporting

Interfaces with external government partners may be implemented using API-based, file-based, or other industry-standard methods, consistent with the availability and format of external data sources.

Nothing in subsection obligates the County to establish new data-sharing agreements, require participation by external entities, or expand the scope of this SOW beyond cannabis business tax administration.

3.7 Integration Validation and Testing

The Contractor must demonstrate that all integrations function correctly and reliably prior to go-live. The Contractor's standard validation and testing processes may be used, provided they allow TTC to:

- Confirm data accuracy
- Validate end-to-end data flow
- Review and resolve exceptions
- Ensure integrations support operational and financial needs

The County reserves the right to review and approve results before final acceptance.

3.8 Ongoing Interface Monitoring and Support

The Contractor must provide ongoing support for all interfaces including:

- Monitoring for failed or incomplete transmissions
- Logging and surfacing of error conditions
- Timely resolution of integration-related issues
- Maintaining compatibility with required external systems
- Providing TTC visibility into interface success, failure, and queue status

The method for monitoring may align with the Contractor's standard SaaS practices, if they meet TTC operational needs.

4.0 NOTICES AND CORRESPONDENCE

The CBTS must support the County's ability to generate and manage taxpayer correspondence related to cannabis tax obligations. The Contractor may use its standard SaaS communication and notice capabilities to meet these requirements, provided that the system supports the County's operational needs. The CBTS must allow TTC to issue notices and communications related to, but not limited to:

- Cannabis Tax Bills/Stubs
- Delinquent filings
- Delinquent payments
- Returned/NSF payments
- Non-payment or partial payment
- Underpayment and overpayment conditions
- Compliance follow-up communications

The CBTS must allow TTC staff to view notice history and maintain an audit trail of correspondence activity. Notices may be delivered through channels supported by the Contractor's standard SaaS platform, which may include email, system-generated letters, downloadable PDFs, or taxpayer portal notification. The system must not restrict the County from issuing notices to unlicensed businesses when permitted under applicable ordinance provisions.

5.0 REPORTS

The CBTS must provide comprehensive reporting capabilities that support TTC's operational needs financial reconciliation responsibilities, compliance enforcement activities, and audit readiness requirements. All reports must be accessible online within the SaaS platform and exportable in common formats such as Excel, CSV, and PDF.

The Contractor may use its standard SaaS reporting framework, provided the system can produce the report types below.

5.1 Operational Reports

Operational reports support day-to-day administration of the Cannabis Business Tax Program and must be available on demand within the CBTS.

5.1.1 Registration Reports

- New registrations
- Pending or incomplete registrations
- Registrations requiring TTC review
- Licensed vs. unlicensed registration status

5.1.2 Filing Activity Reports

- Returns filed by period
- Unfiled/late-filed returns
- Amended returns and status
- Filing trends by business activity including retail sales, cultivation (indoor, outdoor, and mixed-light), manufacturing, distribution, testing laboratory operations, and microbusiness activities, as defined in [Los Angeles County Code Chapter 4.71](#).

5.1.3 Payment Activity Reports

- Payments by type (ACH, credit card, cash, check)
- Returned/NSF items
- Partial payments
- Unapplied payments

5.1.4 Exception and Work Queue Reports

- Returns requiring clarification or TTC action
- Payments requiring review
- Records with data inconsistencies (e.g., mismatched account numbers)

These reports must support TTC staff in daily processing, issue resolution, and general program operations.

5.2 Financial, Remittance, and Reconciliation Reports

These reports support the County's fiscal responsibilities, revenue management, and financial controls.

5.2.1 Remittance & Deposit Reports

- Daily deposits by payment type
- Lockbox activity (check deposits)
- Cashier summaries for in-person transactions

5.2.2 Accounting System Reconciliation Reports

- Posting summaries transmitted to the County's accounting system
- Confirmation and variance reports
- Unmatched or rejected transactions

5.2.3 Returned Payment Reports

- ACH reversals
- Returned checks
- Reopened liabilities resulting from Returned Payments
- Associated fees and penalties applied

5.2.4 Monthly and Annual Revenue Reports

- Revenue by business type
- Revenue by tax basis (gross receipts, canopy)
- Year-over-year comparisons

These reports must support compliance with internal financial controls, leadership reporting, and audit documentation.

5.3 Compliance & Enforcement Reports

Compliance reporting supports taxpayer oversight and coordination with the DCBA/ OCM.

5.3.1 Non-Filer and Late-Filer Reports

- Businesses that have not filed required returns
- Businesses filing consistently late

5.3.2 Under-Reporting and Variance Reports

- Returns with unusual inconsistent patterns
- Returns not aligned with DCBA/OCM licensing or canopy data

5.3.3 Unlicensed Operator Reports

5.3.4 Enforcement Referral Reports

- Aggregated lists of taxpayers requiring investigation or follow-up
- Prior enforcement outcomes
- Taxpayer histories for case preparation

These reports must assist TTC in identifying risk, performing targeted outreach, and coordinating with oversight agencies

5.4 Audit, Administrative, and Management Reports

5.4.1 Audit Trail Reports

The CBTS must provide complete audit logs including:

- User activity (add/edit/delete actions)
- System changes
- Adjustment and overrides
- Integration activity

5.4.2 CBTS System Performance and Availability Reports

- System uptime
- Interface processing status
- Error/exception logs

5.4.3 Management Dashboard

The CBTS must provide dashboards or summary reports that give TTC leadership visibility into:

- Filing volumes
- Payment volumes
- Revenue trends
- Compliance indicators
- System performance

5.4.4 Ad Hoc Reporting

The CBTS must include an ad hoc reporting capability that allows TTC to:

- Create custom queries
- Apply filters and sorting
- Export results

The County should be able to create Ad Hoc Reports without vendor intervention for routine needs.

5.5 Geographical and Supervisorial District Reporting

The CBTS must support reporting and data queries by geographical attributes, including Los Angeles County Supervisorial District. Where address information is available, the CBTS must permit TTC staff to filter, sort, group, and report on cannabis business activity by Supervisorial District. This capability must apply to:

- Registration reports
- Filing reports
- Payment reports
- Compliance and enforcement reports
- Revenue reports
- Ad Hoc reporting

The system may use TTC-provide address files, geocoding, or standard vendor capabilities to determine Supervisorial District assignment. Reporting should be data-driven and dynamically generated rather than static or hardcoded.

5.6 Report Delivery and Access Requirements

All reporting capabilities must:

- Be available through the SaaS interface
- Support authorized staff roles and permissions
- Allow scheduling (where supported by the Contractor's platform)
- Include date/time stamps
- Retain historical data consistent with County retention policies

Report must not require local installation of software or plugins.

5.7 Future for Future Changes

The reporting framework must be configurable to accommodate:

- Changes in ordinance
- New reporting requirements
- Modifications to tax rates, filing requirements, or business classifications
- Additional compliance or enforcement use cases

Changes must be achievable through configuration or standard vendor processes, not custom redevelopment.

6.0 USER ACCEPTANCE TEST (UAT)

User Acceptance Test (UAT) is the County's formal process for verifying that the CBTS functions as required under this SOW. The Contractor must support the County throughout UAT but is not responsible for performing UAT on the County's behalf. UAT represents the County's final confirmation that the CBTS is ready for production deployment.

6.1 UAT Environment

The Contractor must provide a dedicated, fully configured UAT environment that:

- Reflects the final or near-final CBTS configuration
- Includes applicable integrations in a test-ready form
- Supports all user roles and permissions
- Remains accessible for the duration of UAT

The UAT environment must be accessible via modern web browsers without any local installation.

6.2 Contractor Responsibilities

The Contractor must:

- Prepare the UAT environment
- Provide guidance on expected system behavior
- Assist with test data preparation
- Provide documentation needed for testing
- Log, track, and resolve defects reported by the County
- Communicate status and timing for fixes
- Coordinate with TTC to validate resolutions

The Contractor may use its standard SaaS tools and methodologies when fulfilling these responsibilities.

6.3 County Responsibilities

The County will:

- Develop and execute UAT test cases and scenarios
- Test system all related system integrations
- Validate system functionality against business requirements
- Identify and document issues
- Confirm resolution of fixes
- Provide written UAT acceptance once satisfied

The County has sole authority to determine whether UAT criteria have been met.

6.4 Functional Areas to Be Tested

UAT must cover core operational areas which may include:

- Registration
- Filing of returns (gross receipts and canopy)
- Payment processing
- Cash/check entry workflows
- Returned/NSF transactions
- Manual adjustments
- Notices and correspondence
- Reporting and data export

- User roles and permissions
- Integration with Payment Processor, the Accounting System, RPRS, and DCBA/OCM (as feasible in test mode)

The County retains discretion to expand or modify test scenarios based on program needs.

6.5 Defect Resolution

The Contractor must:

- Record all reported issues
- Categorize severity/impact
- Resolve defects in a timely manner
- Coordinate with the County for retesting
- Ensure fixes do not negatively impact other functionality

Defects remain open until the County confirms resolution

6.6 UAT Completion and Acceptance

UAT must be considered complete when:

- The County has executed its planned test scenarios
- Critical and high-severity defects have been resolved to the County's satisfaction
- Any remaining lower-severity issues have agreed upon timelines for resolution
- The County provides written confirmation of UAT acceptance

No production deployment may occur before County acceptance.

6.7 Transitions to Go-Live

Upon UAT acceptance, the Contractor must:

- Prepare the production environment
- Apply necessary updates based on UAT results
- Support final configuration review and validation
- Coordinate cutover activities in accordance with Section 8

Go-live approval is separate from UAT acceptance and must be confirmed in writing by the County.

7.0 SYSTEM TRAINING AND DOCUMENTATION

The Contractor must provide training and documentation that enable County staff to effectively use, administer, and support the CBTS. Training must be appropriate for a cloud-based SaaS solution and may be delivered using the Contractor's standard training formats, material, and methods, provided they meet the requirements of this SOW. The Contractor must train all County staff to include system administrators and end-users.

The goal of training is to ensure TTC staff have the knowledge necessary to perform their operational duties and administer the system at go-live and throughout ongoing operations.

7.1 Training Approach

The Contractor must propose a training approach consistent with its standard SaaS implementation practices. The training approach must:

- Support TTC operational and administrative workflows
- Address all functional areas required under this SOW
- Provide opportunities for TTC staff to ask questions and validate understanding
- Be delivered prior to go-live

The Contractor may use a combination of instructor-led sessions, virtual training, recorded modules, demonstrations, or other formats.

7.2 Training Content Requirements

Training content must be sufficient to enable TTC staff to perform all required functions including:

7.2.1 Operational Training

For staff responsible for daily operations including:

- Registration review and account management
- Return filing workflows
- Payment processing and cashiering functions
- Application of penalties, interest, and fees
- Manual adjustments
- Notices and correspondence
- Managing taxpayer inquiries

7.2.2 Administrative Training

For TTC staff responsible for system administration including:

- User role and permission management
- Configuration of tax rates, fees, and business classifications
- System settings and parameters
- Review of audit trails and logs

7.2.3 Reporting Training

Training on system reporting capabilities including:

- Standard operational reports
- Financial and reconciliation reports
- Compliance and enforcement reports
- Ad hoc reporting tools

7.2.4 Integration Awareness

High-level overview of:

- Payment Processor interactions
- Accounting system exchange
- RPRS exchange
- DCBA/OCM license data exchange

This is not technical developer training. It is operational understanding.

7.3 Training Materials

The Contractor must provide training materials that:

- Reflect the final system configuration
- Use terminology consistent with this SOW
- Are written in clear, professional English
- Are suitable for future reference by TTC staff
- May be provided in electronic form (e.g., PDFs, online help, recorded modules)

Material may include manuals, quick-reference guides, system walkthroughs, or the Contractor's standard documentation packages.

7.4 Training Environments

The Contractor must provide access to a training or sandbox environment suitable for practice, demonstrations, and exercises. The training environment may be the same as the UAT environment or a separate environment, at the Contractor's discretion, provided TTC can practice system operations prior to go-live.

7.5 Documentation Requirements

The Contractor must provide documentation that supports:

- System configuration as implemented for TTC
- Administrative processes
- Operational processes
- Reporting and reconciliation procedures
- Error-handling and exception workflows
- Contact and support procedures

Documentation may be delivered in the Contractor's standard format.

7.6 Ongoing Access to Resources

The Contractor must provide TTC with continued access to:

- User guide
- Configuration guides
- Online knowledge databases (if offered as part of the SaaS solution)
- Updated documentation when system changes occur

Access to updated materials must be maintained for the duration of the contract.

7.7 County Review

The County reserves the right to review training materials and request reasonable modifications to ensure clarity and alignment with operational needs. Training is not considered complete until TTC confirms materials have been delivered and County staff have received required instruction.

8.0 SYSTEM IMPLEMENTATION

The Contractor must implement the CBTS in a manner that ensures a secure, timely, and successful deployment consistent with the requirements of this

SOW. The Contractor may use its standard SaaS implementation methodology if that meets the Count’s functional, technical, security, and operational requirements.

The implementation approach must minimize disruption to County’s operations, support accurate migration of required data, ensure all integrations function as intended, and prepare County staff for successful system adoption,

8.1 Implementation Approach

The Contractor must provide an implementation approach that:

- Aligns with industry best practices for SaaS deployments
- Clearly identifies phases, activities, and milestones
- Includes project governance and communication protocols
- Supports stakeholder engagement and decision-making
- Ensures configuration satisfies all SOW requirements

The County will evaluate the proposed methodology for completeness and suitability.

8.2 Project Planning

The Contractor must provide a Project Plan that outlines:

- Key tasks and milestones
- Target completion dates
- Roles and responsibilities
- Risk management approach
- Communication strategy

The Project Plan must be approved and maintained throughout implementation.

8.3 Requirements Confirmation

The Contractor must work with the County to confirm system requirements based on:

- This SOW
- Business processes
- Ordinance requirements
- Integration needs
- Reporting needs

The Contractor must document the final agreed-upon requirements and ensure system configuration aligns with the requirements.

8.4 System Configuration

The Contractor must configure the CBTS to meet all functional and technical requirements, including but not limited to:

- Registration
- Return filing
- Payment processing
- Penalties, interest, fees
- Reporting
- Administrative workflows
- User roles and permissions
- Integrations

Configuration must occur entirely within the Contractor's SaaS environment.

8.5 Integration Enablement

The Contractor must configure, enable, and validate integrations with:

- Payment Processor (ACH/credit card)
- County Accounting System (two-way exchange)
- Remittance Processing System (RPRS)
- DCBA/OCM systems for licensing data

The Contractor may use API-based, file-based, or hybrid methods appropriate for SaaS. Each integration must securely exchange data, support error handling, and allow County review and validation.

8.6 System Testing

The Contractor must test the system to ensure it meets County requirements, including:

- Functional testing
- Integration testing
- Security validation
- Performance checks appropriate for a SaaS environment

Test results must be provided to the County prior to User Acceptance Testing (UAT).

8.7 Training Readiness

The Contractor must ensure TTC staff are adequately trained to use, administer, and support the CBTS by providing:

- Training sessions
- Training materials
- Administrative guides

Training must occur prior to go-live.

8.8 Go-Live Enablement

The Contractor must support cutover to production, including:

- Deployment of final configurations
- Activation of integrations
- Migration of final data
- Validation of system readiness

Go-live must occur only after written County approval.

8.9 Post-Go-Live Stabilization

The Contractor must provide stabilization support after go-live to ensure the CBTS functions properly, integrations run reliability, and any issues are promptly resolved. The duration and scope of stabilization must be appropriate for SaaS implementation and proposed by the Contractor.

8.10 Required Deliverables

The Contractor must provide Deliverables appropriate to its SaaS methodology including:

- Project plan
- Requirements documentation
- Configuration documentation
- Integration specifications
- Test results
- Training materials
- Cutover readiness confirmation

- Post-implementation support plan

The County may request reasonable modifications to ensure clarity and audit readiness. Minor modifications, corrections, or refinements to Deliverables that are necessary to meet the requirements of this SOW, address Deficiencies, or conform to agreed-upon functionality will be considered part of the Contractor's obligations and must not result in additional cost to the County.

This provision does not apply to material changes in scope, new functionality not contemplated by this SOW, or enhancements requested by the County beyond agreed requirements.

9.0 FINAL ACCEPTANCE

Final Acceptance must occur when (i) the User Acceptance Test results satisfy all County requirements in accordance with Paragraph 10 (User Acceptance Test); and (ii) the System has been maintained in Production Use for 90 consecutive days with no Deficiencies.

10.0 MAINTENANCE AND SUPPORT

The Contractor must provide maintenance and support services in accordance with the requirements of this Contract. Maintenance and Support Services include Maintenance Services consisting of updates, as well as Support Services which include, but is not limited to, trained and knowledgeable Help Desk support during Support Hours, as requested by the County. The Support Services must commence after Final Acceptance of the System and must continue during the Contract Term, if elected by the County.

The Support Services must include, but are not limited to the following:

- a. Support for System issues/problems
- b. Support for System upgrades, updates, new releases, etc.
- c. Support for System fixes, patches, etc.

Access to knowledgeable Contractor personnel (i.e., Help Desk) who can answer questions on the use of the CBTS or provide analysis on solutions.

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 must provide to the County Professional Services including, but not limited to additional training, the preparation and provision of additional user and System reference Documentation, and consulting services, at the applicable rates and fees set forth in Exhibit B, Pricing Schedule. Following the County's request for Professional Services, made from time to time during the term of the Contract, Contractor must 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 must agree on the Scope of Work for such Professional Services, which must 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 must adhere to physical and/or computer security safeguards as identified in Exhibit I (Information Security and Privacy Requirements), of the Contract.

14.0 QUALITY CONTROL PLAN

The Contractor must maintain a Quality Control Plan (QCP) that ensures all Services, Deliverables, and System operations provided under the SOW are complete, accurate, timely, and consistent with County requirements. The QCP must align with the Contractor's standard SaaS quality management practices, provided the objectives of this section are met.

The purpose of the QCP is to prevent defects, identify issues early, and ensure consistent service quality throughout system implementation and ongoing operations.

14.1 Quality Control Objectives

The Contractor's Quality Control Plan must be designed to:

- Ensure Deliverables meet the requirements of this SOW
- Promote accuracy and consistency in system functionality and data
- Detect and resolve defects in a timely manner
- Support reliable system operations
- Reduce operational and compliance risk to the County

14.2 Quality Control Activities

Quality control activities may include, but are not limited to:

- Internal reviews of Deliverables prior to submission
- Validation of system configurations and updates
- Testing of integrations and data exchanges
- Monitoring of system performance and availability
- Review of reports and data outputs for accuracy
- Tracking and resolution of identified issues

The Contractor may use its standard tools, methodologies, and processes to perform these activities.

14.3 Issue Identification and Resolution

The Quality Control Plan must provide for:

- Identification and documentation of defects or issues
- Assessment of issue impact and priority
- Timely corrective actions
- Verification that issues have been resolved
- Communication with the County regarding material issues

Issues that materially affect County operations must be escalated and addressed promptly.

14.4 County Oversight

The County reserves the right to:

- Review quality control practices and outputs
- Request clarification or corrective action when quality concerns are identified
- Track recurring issues or performance trends
- Reference quality outcomes in PRS evaluations

Quality control activities do not replace County review or acceptance of Deliverables.

14.5 Continuous Improvement

The Contractor is expected to use quality control results to support continuous improvement by:

- Identifying root causes of recurring issues
- Implementing preventive measures
- Improving system reliability and usability over time

14.6 Documentation

The Contractor must maintain documentation sufficient to demonstrate that quality control activities are being performed. Such documentation must be made available to the County upon request.

15.0 BUSINESS CONTINUITY PLAN

The Contractor must 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 the 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 objective of this section is to ensure that TTC can continue administering the Cannabis Business Tax without significant interruption.

15.1 General Requirements

The Contractor's BCP must describe how the CBTS will:

- Maintain operations during system, network, or infrastructure disruptions
- Recover from outages in a timely and orderly manner
- Protect County data during and after disruption
- Provide TTC with a stable and reliable system environment

The Contractor may use its established cloud architecture, redundancy model, and recovery procedures to meet these requirements.

15.2 Availability Expectations

The CBTS must be hosted in an environment designed to support high availability. The Contractor must:

- Minimize unplanned downtime
- Provide appropriate redundancy across system components
- Monitor system health and performance
- Address availability issues promptly

Specific availability performance metrics will be defined in the Performance Requirements Summary (PRS).

15.3 Disaster Recovery

The Contractor must maintain disaster recovery capabilities appropriate for financial and tax administration SaaS system including:

- Regular system and data backups
- Secure off-site or redundant storage
- Documented recovery procedures
- Periodic testing of recovery processes as part of the Contractor's standard SaaS operations

The Contractor may use its standard recovery time objectives (RTO) and recovery point objectives (RPO), provided they meet the functional needs of TTC and are disclosed to the County.

15.4 Data Protection During Disruption

The Contractor must ensure that County data remains:

- Secure
- Intact
- Recoverable

During and after any disruptions. Backup must include all data necessary to restore full system functionality.

15.5 Communication and Notification

The Contractor must notify the County in a timely manner of any incident that:

- Impacts availability
- Disrupts system operations
- Requires activation of disaster recovery procedures
- May affect the integrity of County data

The Contractor must provide reasonable status updates until service is fully restored.

15.6 Continuity of Critical Business Functions

The Contractor's BCP must ensure that TTC can maintain critical cannabis tax functions including:

- Registration
- Filing
- Payment processing
- Access to account records
- Ability to generate essential reports

If functionality is temporarily limited, the Contractor must support TTC in performing essential operations until full service is restored.

15.7 County Access During Disruptions

If the CBTS becomes unavailable due to a disruption, Contractor must provide TTC with reasonable access to:

- Relevant data (if available)
- Backup or contingency information
- Status of recovery operations

The method of access may be consistent with the Contractor's standard SaaS practices.

15.8 Review and Updates

The Contractor must:

- Review and update its BCP as part of normal SaaS operations
- Notify the County of material changes that affect system recoverability
- Provide a summary of the BCP upon request for County review

The County does not require approval of day-to-day internal changes, only disclosure of material changes that may impact service levels.

16.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under the Contract using the quality assurance procedures as defined in Subparagraph 8.15 (County's Quality Assurance Plan) of the Contract.

16.1 Meetings

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

16.2 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 must 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 discrepancies are valid. The Contractor must 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 mutually agreed upon by the County and the Contractor.

16.3 County Observations

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

16.4 Contractor Complaint Log

The Contractor will maintain a log of all complaints received from the County or the public. The Contractor must immediately investigate all complaints and provide a written report to the County's Contract Administrator, or designee, regarding the disposition of each complaint within five Business Days of receiving the complaint. Each report will include a summary of the complaint, name of the Contractor's Employee(s)/Staff 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).

17.0 DAYS OF OPERATION/HOURS/WORKDAY

The Contractor will maintain Days and hours of operation and staffing sufficient to complete all services within the timeframes directed by the TTC. TTC's regular business hours are from Monday through Friday, 8:00 a.m. to 5:00 p.m. Pacific Time (PT) except for County Observed Holidays, unless specified otherwise in the Contract, or requested by the County. A list of County Observed Holidays may be found on the TTC's website <https://ttc.lacounty.gov/county-holidays/>.

However, the Contractor will 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 regular business hours and/or observed holidays.

18.0 PERFORMANCE REQUIREMENTS SUMMARY

The Performance Requirements Summary (PRS) Chart lists the required Services and Deliverables monitored by the County during the Contract Term.

All listings of Services and Deliverables referenced in Attachment IV (PRS Chart) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between Services or Deliverables as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any Service or Deliverable seems to be created in this PRS, which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent Service or Deliverable will be null and void and will place no requirement on Contractor.

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 must

include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence

- Reduce payment to the Contractor based on the assessment indicated in the PRS Chart
- 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, will constitute authorization for the County to have the service(s) performed by others. Contractor will 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. The Contractor will credit to the County the entire cost of such work on the Contractor's future invoice(s) under this Contract or any other County Contract

Nothing within this Subparagraph precludes the County's right to terminate this Contract upon ten business days written notice with or without cause as provided in this Contract.

19.0 GENERAL CRITERIA FOR SATISFACTORY AND UNSATISFACTORY PERFORMANCE

Performance of the services listed in the PRS Chart is considered satisfactory when no discrepancies are found by the TTC through Contract monitoring or other means. When performance is unsatisfactory, the TTC may provide a CDR to the Contractor. The Contractor is 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 County's Project Director will evaluate the written response and, at their sole discretion, determine whether the Contractor will be responsible for full payment, partial payment, or, if the Contract termination process is applicable.

19.1 Satisfactory Performance

Performance must be considered satisfactory when:

- All requirements of this SOW are met, including functional, technical, security, reporting, integration, and operational expectations
- The CBTS operates reliably and supports TTC's business needs, including registration, filing, payment processing, and administrative functions

- System availability and responsiveness meet the thresholds established in the Performance Requirements Summary (PRS)
- Integrations function as intended, enabling timely and accurate data exchange with the Payment Processor, the County Accounting System, RPRS, and DCBA/OCM
- Deliverables are complete, accurate, and provided on time, in accordance with mutually agreed upon schedules
- Defects and issues are addressed promptly, and resolutions meet County expectations
- Security and privacy requirements are consistently met, and no unauthorized access, disclosure, or misuse of County data occurs
- Communication is timely, clear, and professional, including updates related to issues, integrations, outages, or changes impacting the system
- Training and documentation are delivered in accordance with Section 10 and enable staff to use and administer the CBTS effectively
- The Contractor cooperates with County oversights, including review of Deliverables, PRS monitoring, and participation in project or operational meetings

When these conditions are met, performance will be deemed satisfactory.

19.2 Unsatisfactory Performance

Performance may be deemed unsatisfactory when one or more of the following occur:

- Failure to meet one or more SOW requirements in a way that impacts TTC operations or violates contract terms
- System unavailability, performance degradation, or outages that exceed allowable thresholds defined in the PRS
- Integrations fail repeatedly or without timely resolution, resulting in a delayed or inaccurate data exchange
- Recurring defects, unresolved issues, or failure to meet resolution timeframes, especially where such failures impeded business operations
- Failure to deliver required materials, documentation, or services within agreed-upon timeframes
- Security or privacy incidents, including unauthorized access, data exposure, or failure to follow required safeguards
- Inaccurate, incomplete, or misleading Deliverables that require significant rework or correction

- Lack of timely communication, including failure to notify the County of issues that affect operations
- Failure to maintain trained and qualified staff, or excessive turnover that disrupts service quality
- Failure to meet performance requirements outline in the PRS or in associated contract terms

Unsatisfactory performance may trigger remedies defined in the PRS, as well as other contractual actions and remedies otherwise available to the County.

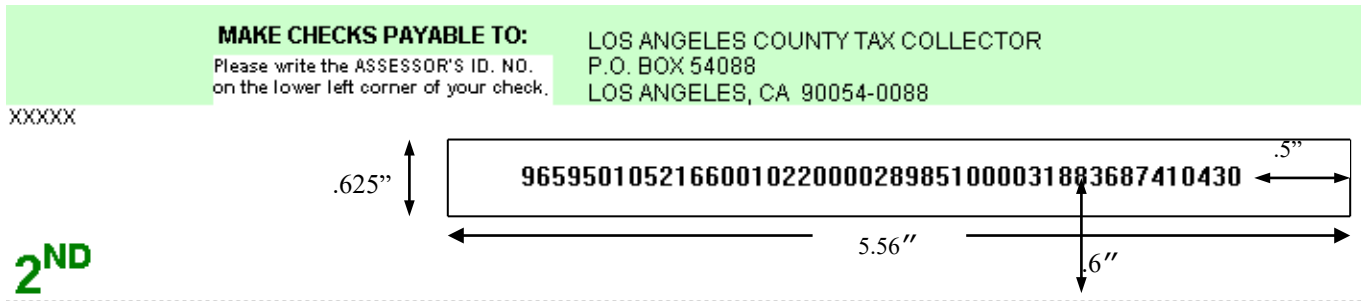
Attachment I
Remittance Processing Replacement System File Layout

LA County Treasurer & Tax Collector

SCANNABLE TAX BILL

The following are the ordering and printing for Scannable Tax Bills:

1. Preprinted boxes and lines must be so positioned that they properly bracket desired information after the scan line is properly positioned (see illustration). This **MUST** be considered when ordering tax bills.
2. The scan zone which measures 5.56" X .625" (see illustration) must be kept free of **non "OCR BLND"** ink or printed characters.
3. The trailing edge of the last character (low-order character) must be .5 of an inch from the right side of the document (see illustration).
4. The lower edge of the scan line must be .6 of an inch from the bottom of the document (see illustration).



Attachment I
Remittance Processing Replacement System File Layout

LA County Treasurer & Tax Collector

SCANNABLE TAX BILL

The following are scan field descriptions:

SCAN FIELD NO.	DESCRIPTION	NO. OF DIGIT
1	Delinquent Year	2
2	Check digit for delinquent year and delinquent month and day	1
3	Tax year	2
4	Sequence Number	3
5	Check digit for tax year and sequence number	1
6	Parcel Number	10
7	Installment Amount Due	10
8	Total Due	10
9	Check digit for parcel number	1
10	Check digit for installment amount due and installment key	1
11	Check digit for total due and installment key	1
12	Installment Key	1
13	Delinquent month and day	4

MAKE CHECKS PAYABLE TO:

Please write the ASSESSOR'S ID. NO.
on the lower left corner of your check.

LOS ANGELES COUNTY TAX COLLECTOR
P.O. BOX 54088
LOS ANGELES, CA 90054-0088

XXXXXX

10 11 12

96295010521660010220000289851000031983685020902

1 2 3 4 5 6 7 8 9 13

1ST



LA County Treasurer & Tax Collector

SCANNABLE TAX BILL

CHECK DIGIT CALCULATION: SECURED/UNSECURED TAX BILL

- A. Delinquent year and delinquent month and day, 6 digit field. Use fields (1) and (13).
1. Double the first digit and every other digit in field being used. (If sum is two digits, add them together).
 2. Add sum of doubled digits to unchanged digits.
 3. If sum equals two digits, drop first digit.
 4. Subtract second digit from ten.
 5. If difference is two digits, drop first digit.
 6. This should equal the first check digit field (2).
- B. Tax year and sequence number, 5-digit field. Use field(3) and (4).
1. Double the first digit and every other digit in field being used. (If sum is two digits, add them together).
 2. Add sum of doubled digits to unchanged digits.
 3. If sum equals two digits, drop first digit.
 4. Subtract second digit from ten.
 5. If difference is two digits, drop first digit.
 6. This should equal the second check digit, field (5).
- C. Parcel number, 10-digit field. Use field (6).
1. Double the first digit and every other digit in field being used. (If sum is two digits, add them together).



LA County Treasurer & Tax Collector

SCANNABLE TAX BILL

2. Add sum of doubled digits to unchanged digits.
 3. If sum equals two digits, drop first digit.
 4. Subtract second digit from ten.
 5. If difference is two digits, drop first digit.
 6. This should equal the third check digit, field (9).
- D. Installment due, 10 digit field, and installment key as the eleventh digit. Use fields (7) and (12).
1. Double the first digit and every other digit in field being used. (If sum is two digits, add them together).
 2. Add sum of doubled digits to unchanged digits.
 3. If sum equals two digits, drop first digit.
 4. Subtract second digit from ten.
 5. If difference is two digits, drop first digit.
 6. This should equal the fourth check digit, field (10).
- E. Total due, 10 digit field, and installment key as the eleventh digit. Use fields (8) and (12).
1. Double the first digit and every other digit in field being used. (If sum is two digits, add them together).
 2. Add sum of doubled digits to unchanged digits.
 3. If sum equals two digits, drop first digit.
 4. Subtract second digit from ten.
 5. If difference is two digits, drop first digit.



Attachment I
Remittance Processing Replacement System File Layout

LA County Treasurer & Tax Collector

6. This should equal the fifth check digit, field (11).



Inbound Interface Design Document for Trailer Records

Prepared for
**County of Los Angeles eCAPS
Project**

APRIL 22, 2005
Version 2.0



Revision Log

Version/Date	Summary of Changes	Author	Reviewers
V1.0 – 3/24/05	Initial draft of trailer records for all inbound interfaces.	Theron Fox	James Colbert & Ben Thompson
V2.0 – 4/22/05	Added attribute File Name.	Theron Fox	



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1 Overview

1.1 Introduction

The eCAPS team has identified a requirement to create a reconciliation trailer record on all interface files. The requirement is for the departments to list a record count and where appropriate the total number of documents on your file, as well as the total dollars to be accounted for in the file, on a trailer record.

1.2 Logical Document Component Structure

For the purposes of all inbound interfaces, the documents are comprised of multiple components:

1. **AMS Document (AMS_DOCUMENT):** Identifies the Document Type and other information that is unique for the given record.
2. **Header (HDR):** Describes “header” information about the record, e.g. Fiscal Year, Record Date and Document ID.
3. **Vendor (VEND):** Describes the vendor information for the given record. (This is a component of most interface records.)
4. **Line Group (LNGRP):** Describes the grouping of accounting lines on journal voucher records. (This component replaces VEND for journal vouchers.)
5. **Accounting Lines (ACTG):** Identifies the accounting information for the given record.
6. **Trailer (TRL):** Describes reconciliation information about the file.



2

2.1 Trailer Record Layout (TRL)

Attribute	Caption	Description	R/C	Type	Size	eCAPS Comments
TRAILER_ID	Trailer ID	This value identifies the flat file record as the trailer record. The value is TRL.	R	Text	3	"TRL"
FILE_NAME	File Name		R	Text	32	Example: ECAPS_AU_TWR_CARS_20050101
RECORD_COUNT	Record Count	The count of all records / record types in this file.	R	Numeric	10	Count of all records in the file. This includes all record types. Include the trailer record in the count.
HEADER_COUNT	Header Count	The count of all header (HDR) records in this file.	R	Numeric	10	Count of all HDR records in the file.
SUM_AMT1	Summary Amount 1	Summary total of dollar amounts.	R	Numeric	(16,2)	If not a JV, then the sum of all line amounts (LN_AM) from the ACTG records. If a JV, then the sum of all credit amounts (CR_AM) from the ACTG records.
SUM_AMT2	Summary Amount 2	Summary total of dollar amounts.	CR	Numeric	(16,2)	If not a JV, then leave blank. If a JV, then the sum of all debit amounts (DR_AM) from the ACTG records.



Attachment II eCAPS Specifications

2-2

Document Specification

File Name/Version No.: Trailer IDD v2.0.doc - 6/2/2005 3:34 PM



Collections and Accounts Receivable System

Outbound Interface Design Document for Warrant Post Back Activity File

Prepared for
**County of Los Angeles eCAPS
Project**

April 25, 2005
Version 2.1



Revision Log

Version/Date	Summary of Changes	Author	Reviewers
V1.0 - 03/07/05	Initial Version	County	Samira Mastali, Ben Thompson
V1.1 - 04/11/05	<ul style="list-style-type: none"> ■ Updated Check Number to be 10 characters in length. ■ Combined the layouts into one to reduce confusion. 	County	Jay Davidson, Steve Hostetler and Ben Thompson
V2.0 - 04/14/05	<ul style="list-style-type: none"> • Revised design so that only one component is provided. The component includes disbursement information and accounting information. • Added Cancellation Type, Cancellation Reason, and Cancellation Comment 	County	Jay Davidson, Ben Thompson, and Steve Hostetler
V2.1 – 04/25/05	<ul style="list-style-type: none"> • Modified the eCAPS Comments for the field Bank_Acct_Cd, Vend_Disb_Cat and Leg_Src_Sys_Nm • Changed the Data Type for the field Chk_Am from Text to Numeric. • Updated the File Path and Name. • Added Assumptions 2-5. 	County	Kunal Sachdeva, Doreen Sturgis and Jay Davidson

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1 Design Specification

1.1 Business Purpose/Usage

Various departmental systems require the current status of the disbursement instrument. This file is intended to convey changes in the status of a disbursement instrument (warrant, EFT or wire transfer) as they are posted in eCAPS. In order to simplify and ease the maintenance of the process only one warrant post back file layout will be used. Please use Section 2.2 to determine the layout for the warrant post back activity file.

1.1.1 Interface Frequency

Daily

1.1.2 Department(s)

The Auditor-Controller will generate the file for various departmental systems requesting disbursement information.

1.1.3 File name

WarrantPostBack.asc

1.1.4 Assumptions

1. This document does not address the re-issuance of cancelled instruments.
2. The County does not require that trailer records be created as part of the outbound warrant post back activity file process.
3. Field lengths may have been reduced from the maximum baseline field lengths in order to help minimize the size of this outbound file.
4. The outbound interface process generates a file that reflects disbursement activity on a daily basis. This file may contain disbursement activity across multiple departments. ISD will create a separate sort process to sort and split the warrant post back activity file into separate files by department and will notify County departments when the separate files are available for testing.
5. ISD will provide to the County departments the path for accessing the test and production files for the UAT and production environments at a later date.

1.1.5 Technical Notes

The warrant post back activity file contains the accounting lines of the payment request. Each unique disbursement instrument (warrant, EFT or wire transfer) will have one or more accounting lines.

Please note that the size associated with each field in the layout may be larger than the actual value itself. This is due to the fact that eCAPS was designed to accommodate multiple clients. While there have been modifications to the software to accommodate

LA County specific requirements, if a field size was equal to or larger than the required values, no modifications were made. The file will be formatted to the following specifications. The output file contains fixed length 712-byte records.



2 File Specification

2.1 Warrant Post Back Activity File Transaction Layout

	Component Name	Component Description
FILE COMPONENTS	Warrant Post Back Activity Accounting Line(s)	The Warrant Postback disbursement and accounting line information

2.2 Warrant Post Back Activity Accounting Line(s)

eCaps Table	eCaps Column	Attribute	Description	Data Type	Size	Comments
AD_DOC_ACTG MD_DOC_ACTG	DOC_CD	Document Code	Disbursement document alpha-numeric code that indicates the type of transaction.	Text	8	Disbursement document code such as AD, MD, MDFWR, MDFTR or EFT.
AD_DOC_ACTG MD_DOC_ACTG	DOC_DEPT_CD	Document Department	Disbursement document department code assigned to this document.	Text	4	Disbursement document department Code. This will always be 'AU' for AD and EFT documents This field can reflect other department codes if the disbursement document (e.g., MDFWR, MDFTR, MD) is entered online by a department other

Attachment II eCAPS Specifications

eCaps Table	eCaps Column	Attribute	Description	Data Type	Size	Comments
						than 'AU'.
AD_DOC_ACTG MD_DOC_ACTG	DOC_UNIT_CD	Document Unit Code	Disbursement document unit code associated with this document for security and workflow purposes.	Text	5	Disbursement document unit code
AD_DOC_ACTG MD_DOC_ACTG	DOC_ID	Document ID	Disbursement document identifier.	Text	20	
AD_DOC_ACTG MD_DOC_ACTG	DOC_VERS_NO	Document Version Number	Disbursement document version number. If the document is modified or cancelled with cancellation types (Reschedule, Hold, or Close) the version number will be 2 or greater.	Numeric	3	The field is right aligned with leading spaces. Format: 999
AD_DOC_ACTG MD_DOC_ACTG	DOC_ACTG_LN_NO	Document Accounting Line	Disbursement document accounting line number	Numeric	4	The field is right aligned with leading spaces. Format: 9999
ABS_DOC_ACTG	DOC_CD	Document Code	Payment request document alpha-numeric code that indicates the type of transaction.	Text	8	Payment request document code such as SWR, TWR, GAX, PYCY.

Attachment II eCAPS Specifications

eCaps Table	eCaps Column	Attribute	Description	Data Type	Size	Comments
ABS_DOC_ACTG	DOC_DEPT_CD	Document Department	Payment request document department code assigned to this document.	Text	4	Payment request document department code such as SS, CH, or PW.
ABS_DOC_ACTG	DOC_UNIT_CD	Document Unit Code	Payment request document unit code associated with this document for security and workflow purposes.	Text	5	
ABS_DOC_ACTG	DOC_ID	Document ID	Payment request document identifier.	Text	20	
ABS_DOC_ACTG	DOC_ACTG_LN_NO	Document Accounting Line	Payment request document accounting line number	Numeric	4	The field is right aligned with leading spaces. Format: 9999
AD_DOC_HDR MD_DOC_HDR	CHK_NO	Check Number	Serial number assigned to check	Text	10	
AD_DOC_HDR MD_DOC_HDR	CHK_EFT_ISS_DT	Issue Date	Check Issue Date	Date	10	Date format: mm/dd/yyyy
AD_DOC_HDR MD_DOC_HDR	CHK_AM	Check Line Amount	Line amount on payee's check. Line amount can be aggregate by Check Number to get the total amount of	Numeric	(12,2)	Actual length is 15 bytes. The field is right aligned with leading spaces. Negative sign will display

**Attachment II
eCAPS Specifications**

eCaps Table	eCaps Column	Attribute	Description	Data Type	Size	Comments
			Check.			when there is a negative line amount. Format: 999999999999.99
AD_DOC_HDR MD_DOC_HDR	BANK_ACCT_CD	Bank Code	County bank account that disbursement was issued from.	Text	4	Defines bank account used to issue payment such as TS, W, WE, or GP. See reference table on the eCAPS website for a complete list of values.
AD_DOC_HDR MD_DOC_HDR	Derived element from disbursement DOC_CD	Disbursement Type	Field indicating if payment is by Electronic Funds Transfer, Wire, or Check/Warrant.	Text	3	Values: "WAR" – Warrant "EFT" – Direct Deposit "WIR" – Wire Transfer



**Attachment II
eCAPS Specifications**

eCaps Table	eCaps Column	Attribute	Description	Data Type	Size	Comments
AD_DOC_HDR MD_DOC_HDR DC_DOC_HDR	CAN_TYP	Cancellation Type	Cancellation type identifies the accounting treatment for the disbursement cancellation.	Text	20	Values: "Reschedule" "Hold" "Close" "Stale" "Escheat" "Cancel"
AD_DOC_HDR MD_DOC_HDR DC_DOC_HDR	CAN_REAS	Cancellation Reason	Reason why the cancellation was made.	Text	25	Value s: "Stale" "Lost" "Stolen" "Never Received" "Destroyed"



**Attachment II
eCAPS Specifications**

eCaps Table	eCaps Column	Attribute	Description	Data Type	Size	Comments
						"Incorrect Information" "Escheat" "Cancel" "Warrant Reconciliation" "UREV Claim" "Post Office Return"
AD_DOC_HDR MD_DOC_HDR DC_DOC_HDR	CAN_CMNT	Cancellation Comment	Free form text describing the cancellation	Text	100	
AD_DOC_VEND MD_DOC_VEND	VEND_DISB_CAT	Disbursement Category	Disbursement Category identifies the location that requested the disbursement	Text	4	See reference table on the eCAPS website for a complete list of values.
AD_DOC_VEND MD_DOC_VEND	VEND_CUST_CD	Vendor Number	Number that uniquely identifies the vendor	Text	20	
AD_DOC_VEND MD_DOC_VEND	LEG_SRC_SYS_NM	Legacy Source System Name	External System's Name	Text	10	Such as APPS, CAMIS, LDRP. See reference table on the eCAPS website for a complete list of values.



Attachment II eCAPS Specifications

eCaps Table	eCaps Column	Attribute	Description	Data Type	Size	Comments
AD_DOC_VEND MD_DOC_VEND	LEG_REF_NO	Legacy Reference Number	External System's unique vendor reference number	Text	20	
AD_DOC_HDR MD_DOC_HDR DC_DOC_HDR AP_PD_CHK	Derived element based on source of information and/or document function	Disbursement Status	Status of the disbursement	Text	1	Values are: "I" - Issued "C" - Canceled "S" - Stale Dated "P" - Paid
AD_DOC_HDR MD_DOC_HDR DC_DOC_HDR AP_PD_CHK	DOC_APPL_LAST_DT or LAST_ACTN_DT	Date of Disbursement Activity	Date the new status became effective	Date	10	Date format: mm/dd/yyyy
AD_DOC_ACTG MD_DOC_ACTG	ACTG_LN_DSCR	Accounting Line Description	The accounting description provided for the disbursement.	Text	100	
AD_DOC_ACTG MD_DOC_ACTG	BFY	BFY	The budget fiscal year the disbursement was recorded.	Numeric	4	The field is right aligned with leading spaces. Format: 9999
AD_DOC_ACTG MD_DOC_ACTG	FY_DC	FY_DC	The fiscal year the disbursement was recorded.	Numeric	4	The field is right aligned with leading spaces. Format: 9999
AD_DOC_ACTG MD_DOC_ACTG	PER_DC	PER_DC	The accounting period the disbursement was recorded.	Numeric	2	The field is right aligned with leading spaces. Format: 99

Attachment II eCAPS Specifications

eCaps Table	eCaps Column	Attribute	Description	Data Type	Size	Comments
ABS_DOC_ACTG	VEND_INV_NO	VEND_INV_NO	The vendor invoice number that was specified on payment request.	Text	30	
ABS_DOC_ACTG	VEND_INV_LN_NO	VEND_INV_LN_NO	The vendor invoice line number that was specified on payment request.	Numeric	4	The field is right aligned with leading spaces. Format: 9999
ABS_DOC_ACTG	VEND_INV_DT	VEND_INV_DT	The date of the vendor invoice specified on payment request.	Date	10	Date format: mm/dd/yyyy
ABS_DOC_ACTG	TRKG_DT	TRKG_DT	Provides the ability to record or track any date related to the invoice or payment of goods and services.	Date	10	Date format: mm/dd/yyyy
ABS_DOC_ACTG	RFED_DOC_CD	RFED_DOC_CD	The document code from the referenced eCAPS document.	Text	8	Referenced encumbrance document code such as GAED, CNTR, and GAEBL.
ABS_DOC_ACTG	RFED_DOC_DEPT_CD	RFED_DOC_DEPT_CD	Department code that is part of the complete document identification of a referenced eCAPS document.	Text	4	
ABS_DOC_ACTG	RFED_DOC_ID	RFED_DOC_ID	The document identification code from the referenced eCAPS document.	Text	20	
ABS_DOC_ACTG	RFED_VEND_LN_NO	RFED_VEND_LN_NO	The vendor line number from the referenced eCAPS document.	Numeric	4	The field is right aligned with leading

Attachment II eCAPS Specifications

eCaps Table	eCaps Column	Attribute	Description	Data Type	Size	Comments
						spaces. Format: 9999
ABS_DOC_ACTG	RFED_ACTG_LN_NO	RFED_ACTG_LN_NO	The accounting line number from the referenced eCAPS document.	Numeric	4	The field is right aligned with leading spaces. Format: 9999
AD_DOC_ACTG MD_DOC_ACTG	FUND_CD	FUND_CD	The identification code associated with a fund.	Text	4	
AD_DOC_ACTG MD_DOC_ACTG	SFUND_CD	SFUND_CD	The identification code associated with the sub-fund.	Text	4	
AD_DOC_ACTG MD_DOC_ACTG	DEPT_CD	DEPT_CD	An identification code associated with a department.	Text	4	
AD_DOC_ACTG MD_DOC_ACTG	UNIT_CD	UNIT_CD	An identification code associated with a Unit.	Text	5	
AD_DOC_ACTG MD_DOC_ACTG	SUNIT_CD	SUNIT_CD	Sub Unit is a means of breaking down a unit code into smaller measurements. It is the lowest level of organizational structure and is required or prohibited based on one or more sub unit requirement tables.	Text	5	
AD_DOC_ACTG MD_DOC_ACTG	APPR_CD	APPR_CD	The identification code associated to an appropriation unit.	Text	9	
AD_DOC_ACTG MD_DOC_ACTG	OBJ_CD	OBJ_CD	The identification code associated with an object of expenditure.	Text	4	

Attachment II eCAPS Specifications

eCaps Table	eCaps Column	Attribute	Description	Data Type	Size	Comments
AD_DOC_ACTG MD_DOC_ACTG	SOBJ_CD	SOBJ_CD	The identification code associated with the sub-object.	Text	4	
AD_DOC_ACTG MD_DOC_ACTG	RSRC_CD	RSRC_CD	Revenue sources are used to track individual sources of revenue taken in.	Text	4	
AD_DOC_ACTG MD_DOC_ACTG	SRSRC_CD	SRSRC_CD	The identification code associated with the sub-revenue source.	Text	4	
AD_DOC_ACTG MD_DOC_ACTG	BSA_CD	BSA_CD	The identification code assigned to the balance sheet account.	Text	4	
AD_DOC_ACTG MD_DOC_ACTG	SBSA_CD	SBSA_CD	The identification code assigned to the sub-balance sheet account.	Text	4	
AD_DOC_ACTG MD_DOC_ACTG	OBSA_CD	OBSA_CD	The balance sheet account code to which the offset is posted. In most cases, there is a default established for this code; however, certain documents will allow users to manually enter a value to be used other than the default.	Text	4	
AD_DOC_ACTG MD_DOC_ACTG	OSBSA_CD	OSBSA_CD	The sub-balance sheet account to which the offset is posted.	Text	4	
AD_DOC_ACTG MD_DOC_ACTG	DOBJ_CD	DOBJ_CD	The identification code assigned to the Department object.	Text	4	
AD_DOC_ACTG MD_DOC_ACTG	DRSRC_CD	DRSRC_CD	The code assigned to the department revenue	Text	4	



Attachment II eCAPS Specifications

eCaps Table	eCaps Column	Attribute	Description	Data Type	Size	Comments
			source.			
AD_DOC_ACTG MD_DOC_ACTG	LOC_CD	LOC_CD	The identification code assigned to the location.	Text	4	
AD_DOC_ACTG MD_DOC_ACTG	SLOC_CD	SLOC_CD	The identification code associated with the sub- location.	Text	4	
AD_DOC_ACTG MD_DOC_ACTG	ACTV_CD	ACTV_CD	The identification code associated with the activity.	Text	4	
AD_DOC_ACTG MD_DOC_ACTG	SACTV_CD	SACTV_CD	The identification code associated with the sub-activity.	Text	4	
AD_DOC_ACTG MD_DOC_ACTG	FUNC_CD	FUNC_CD	The identification code associated with the function. Code is used for <i>Performance Counts!</i>	Text	10	
AD_DOC_ACTG MD_DOC_ACTG	SFUNC_CD	SFUNC_CD	The identification code associated with the sub- function.	Text	4	
AD_DOC_ACTG MD_DOC_ACTG	RPT_CD	RPT_CD	The reporting code element is used for tracking contract activity. The contract number will be entered in this field.	Text	10	
AD_DOC_ACTG MD_DOC_ACTG	SRPT_CD	SRPT_CD	Sub reporting codes define contract periods.	Text	4	
AD_DOC_ACTG MD_DOC_ACTG	TASK_CD	TASK_CD	The unique identification code assigned to the task.	Text	4	
AD_DOC_ACTG MD_DOC_ACTG	STASK_CD	STASK_CD	The sub task is a means of breaking down tasks into smaller components.	Text	4	

**Attachment II
eCAPS Specifications**

eCaps Table	eCaps Column	Attribute	Description	Data Type	Size	Comments
AD_DOC_ACTG MD_DOC_ACTG	TASK_ORD_CD	TASK_ORD_CD	The unique identification code assigned to the task order.	Text	6	
AD_DOC_ACTG MD_DOC_ACTG	PROG_CD	PROG_CD	The identification code assigned to the project. Project is a cost accounting Chart of Accounts element.	Text	10	
AD_DOC_ACTG MD_DOC_ACTG	PHASE_CD	PHASE_CD	The identification code assigned to the phase. Phase is a cost accounting Chart of Accounts element representing a phase of a project.	Text	6	
AD_DOC_ACTG MD_DOC_ACTG	PPC_CD	PPC_CD	The identification code assigned to the project period.	Text	6	
AD_DOC_ACTG MD_DOC_ACTG	SVC_FRM_DT	SVC_FRM_DT	The service from date from the Payment Request document.	Date	10	Date format: mm/dd/yyyy
AD_DOC_ACTG MD_DOC_ACTG	SVC_TO_DT	SVC_TO_DT	The service to date from the Payment Request document	Date	10	Date format: mm/dd/yyyy



CONTRACT DISCREPANCY REPORT
CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

Date: Click or tap here to enter text.		Contractor Response Received: Click or tap here to enter text.	
Contractor: Click or tap here to enter text.	Contract No.: Click or tap here to enter text.	County's Project Manager: Click or tap here to enter text.	
Contact Person: Click or tap here to enter text.	Telephone: Click or tap here to enter text.	County's Project Manager Signature:	
Email: Click or tap here to enter text.		Email: Click or tap here to enter text.	

A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the **County personnel** identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
2	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
3	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

*Use additional sheets if necessary

[Click or tap here to enter text.](#)

Contractor's Representative Signature

Date Signed

Additional Comments: Click or tap here to enter text.

CANNABIS BUSINESS TAX SYSTEM PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

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CANNABIS BUSINESS TAX SYSTEM CONTRACT PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

CONTRACT			
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Paragraph 7.0 Administration of Contract - Contractor	Requested replacement of any personnel must be completed within one Business Day.	On-site inspection and observation, user complaint(s)	\$50 per employee per occurrence of non-replacement/removal.
Paragraph 7.2 Contractor's Project Manager/Contractor's Alternate Project Manager	Notify the County of changes, with a resume, within five working days.	Complaints, inspection, and observation	\$50 per day that notification is late.
Paragraph 7.5 Notice Of Personnel Changes	The Contractor will notify the County in writing of any changes as they occur.	Inspection and Observation	\$50 per occurrence.
Paragraph 7.8 Background and Security Investigations	Employee background checks.	Complaints, spot checks of assigned personnel	\$1,000 per incident of non-compliance.
Paragraph 7.9 Confidentiality	Employee Acknowledgement and Confidentiality Agreement signed and provided to the TTC within three working days.	Review of reports; complaints	\$100 per day per employee when the form is not signed. \$1,000 per unauthorized release of information.

CANNABIS BUSINESS TAX SYSTEM CONTRACT PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

CONTRACT			
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Paragraphs 8.24 and 8.25 Insurance	Maintain required insurance policies and limits specified in the Contract.	Receipt and review of insurance information	\$100 per day; Contract termination at the TTC's option.
Paragraph 8.38 Record Retention and Inspection-Audit Settlement	Contractor to maintain all required documents as specified in the Contract.	Inspection of files	\$50 per occurrence.
Paragraph 8.38 Record Retention and Inspection-Audit Settlement	Provide required financial statements to the County, or its authorized representatives as indicated in the Contract.	Review of reports	\$50 each day that the report is late. Incomplete/inaccurate reports submitted will be considered late.
Paragraph 8.40 Subcontracting	Contractor must obtain the County's written approval prior to subcontracting any work.	Inspection and Observation	Possible termination for default of the Contract.

CANNABIS BUSINESS TAX SYSTEM SOW PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SOW PRS Definitions

- **Incident:** Event causing system outage, degradation, or interface failure
- **Recurring:** Two or more incidents in a month
- **Prolonged Incident:** Incident lasting more than 1 hour

SOW PRS Provisions

- Credits applied to **monthly service fee or implementation payment**
- Total credits capped at **100% of monthly fee**
- Prolonged incidents treated as **Severity 1**
- Credits do not limit additional remedies
- Repeated failures may trigger **corrective action plan or termination**

CANNABIS BUSINESS TAX SYSTEM SOW PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Table 1. Problem Resolution Time Frames by Deficiency Severity Level

Severity Level	Severity Indicator	Nature of Deficiency	Response Time Goal	Problem Initial Resolution Time Frame ¹	Problem Final Resolution Time Frame
I	Critical Problem	Problem is stopping Production Use.	System software: 30 minutes	System software: four hours	System software: Within five Business Days
II	Urgent Problem	Problem is deterring End Users from meeting schedules or is increasing time to complete normal business activities.	System software: two hours	System software: one day	System software: Within ten Business Days
III	Minor Problem	Inconsistencies or irregularities that cause inconvenience.	System software: one day	Within 15 Business Days or such other period as agreed to between the County's Project Director and the Contractor's Project Director.	Within 15 Business 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.	System software: one day	Within 15 Business Days or such other period as agreed to between the County's Project Director and the Contractor's Project Director.	Within 15 Business Days or such other period as agreed to between the County's Project Director and the Contractor's Project Director.

¹For purposes of this Attachment, "Problem Initial Resolution Time Frame" will mean the time frame in which Contractor must provide a fix, workaround, or other solution to allow the County to make full use and enjoyment of the System.

CANNABIS BUSINESS TAX SYSTEM SOW PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Table 2. Service Level Credits

Severity-Based Service Credit Framework (SaaS)
Severity 1 - Critical
Credit: 15% monthly service fee
Severity 2 - Urgent
Credit: 10% monthly service fee
Severity 3 - Minor
Credit: 5% monthly service fee
Severity 4 - Issue
Credit: 2% monthly service fee

CANNABIS BUSINESS TAX SYSTEM SOW PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Table 3. Service Delivery Expectations

SERVICE DELIVERY				
REFERENCE to SOW	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Paragraph 3.0	System Interfaces Worldpay, the Accounting System (eCAPS), RPRS, and DCBA/OCM	No more than 2 recurring interface failures per month that impact TTC operations.	Interface logs, execution reports, County review	Service Level Credits (Table 2 of this PRS) will apply based on Severity Level identified in Table 1 of this PRS
Paragraph 5.0	Reports Operational, financial, compliance, audit	No more than 3 material report errors per month; errors corrected promptly	Spot checks, reconciliation review, ad hoc verification	3% monthly service credit until resolved
Paragraph 6.0	Information Security & Privacy	Any unauthorized access or data breach	Incident reports, audits, County review	\$5,000 per occurrence; subject to additional remedies.
Paragraph 7.0	Quality Control-Deliverables	No more than 2 late or incomplete deliverables per month	County review of deliverables	\$250 credit per deliverable beyond allowable deviation.
Paragraph 8.0	System Implementation	Failure to meet implementation timeline without approval	Project tracking, status reports	Service credits will be applied based on Table 4 of this PRS

CANNABIS BUSINESS TAX SYSTEM SOW PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SERVICE DELIVERY				
REFERENCE to SOW	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Paragraph 9.0	UAT Support (Environment & Defect Resolution)	No more than 2 critical defects delayed beyond mutually agreed timelines.	UAT logs, defect tracking	\$500 per delayed critical defect (max \$5,000/ month)
Paragraph 10.0	Training & Documentation	No more than 1 resubmission required	County review of training materials and sessions	\$250 per deliverable
Paragraph 15.2	System Availability, Service Disruptions, and Incident Management	System unavailable, degraded, or County access impacted beyond acceptable levels	System logs, outage reports, County verification	Service Level Credits (Table 2 of this PRS) will apply based on Severity Level identified in Table 1 of this PRS
Paragraph 14.3	Incident Identification & Resolution	Failure to identify, respond to, or resolve system issues affecting County operations within Contractor-proposed timeframes	Ticket logs, issue tracking reports, County review	5% monthly service credit for repeated failure to meet response or resolution expectations
Paragraph 16.0	Quality Assurance	QA activities not performed	System monitoring, County verification	\$500 per month
Paragraph 17.0	Days of Operation/ Hours of Workday	System unavailable during business hours	System monitoring, County verification	\$250 per incident

**CANNABIS BUSINESS TAX SYSTEM
SOW PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

SERVICE DELIVERY				
REFERENCE to SOW	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Paragraph 18.0	PRS Compliance- Overall Performance	More than 2 failures per month	PRS tracking and review	Up to \$5,000/ month
Paragraph 19.0	General Performance Criteria	Repeated unresolved issues	County evaluation	\$1,000/ month

CANNABIS BUSINESS TAX SYSTEM SOW PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Table 4. Implementation Delays and Credits

Implementation (Initial Start-up/ Professional Service) Delay Credits	
Delay Duration	Credit
15 business days	2% of payment
1 month	5% of payment
2 months	10% of payment
> 3 months	15% of payment

**** Delays are measured from the agreed implementation data unless revised in writing by County**

STANDARD EXHIBITS

- A STATEMENT OF WORK AND ATTACHMENTS (**NOT ATTACHED TO CONTRACT**)
- B PRICING SCHEDULE (**NOT ATTACHED TO CONTRACT**)
- C INTENTIONALLY OMITTED
- D COUNTY'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
F1-IT CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT
- G DEFAULTED PROPERTY REDUCTION TAX PROGRAM
- H DIGITAL ACCESSIBILITY REQUIREMENTS
- I INFORMATION SECURITY AND PRIVACY REQUIREMENTS

STATEMENT OF WORK AND ATTACHMENTS

NOT ATTACHED TO CONTRACT

PRICING SCHEDULE

NOT ATTACHED TO CONTRACT

INTENTIONALLY OMITTED

COUNTY'S ADMINISTRATIONCONTRACT NO. [Click or tap here to enter text.](#)**COUNTY'S PROJECT DIRECTOR:**

Name: Damia Johnson

Title: Assistant Treasurer and Tax Collector

Address: 500 West Temple St., Suite 462
Los Angeles, CA 90012

Telephone: 213-974-2139

E-mail Address: djohnson@ttc.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: Coia Walker

Title: Operations Chief

Address: 500 West Temple St., Suite 462
Los Angeles, CA 90012

Telephone: 213-584-1249

E-mail Address: cwalker@ttc.lacounty.gov

CONTRACTS' SECTION – CONTRACT MONITOR:

Name: Narineh Toomanian

Title: Contracts' Monitor

Address: 500 W. Temple St. Suite 464
Los Angeles, CA 90012

Telephone: 213-584-1270

E-mail Address: contracts@ttc.lacounty.gov

CHIEF INFORMATION SECURITY OFFICER:

Name: James Thurmond
 Title: Chief Information Security Officer
 Address: 320 West Temple, 7th Floor
 Los Angeles, CA 90012
 Telephone: 213-253-5660
 E-mail 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
 E-mail 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, Room 409
 Los Angeles, CA 90012
 Telephone: 213-866-5783
 E-mail Address: mder@ttc.lacounty.gov

COUNTY'S DEPARTMENTAL INFORMATION SECURITY OFFICER (DISO):

Name: Chamnan So
 Title: Departmental Information Security Officer
 Address: 500 West Temple Street, Room 409
 Los Angeles, CA 90012
 Telephone: 213-584-1406
 E-mail Address: cso@ttc.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Click or tap here to enter text.

CONTRACT NO. Click or tap here to enter text.

CONTRACTOR'S PROJECT DIRECTOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

CONTRACTOR'S PROJECT MANAGER:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

CONTRACTOR'S ALTERNATE PROJECT MANAGER:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

CONTRACTOR'S FINANCIAL OFFICER:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

NOTICES TO CONTRACTOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Contractor Name: Click or tap here to enter text. Contract No Click or tap here to enter text.

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 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

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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 must 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 will 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 will have the right to register all copyrights in the name of the County of Los Angeles and will 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: Click or tap here to enter text. DATE: Click or tap here to enter text.

PRINTED NAME: Click or tap here to enter text.

POSITION: Click or tap here to enter text.

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.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

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

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.060 Exclusions/Exemptions.

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

Title 2 ADMINISTRATION
Chapter 2.206
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.)

DIGITAL ACCESSIBILITY REQUIREMENTS

These requirements are compliance standards for all websites, applications, documents, and video content published by or on behalf of the County of Los Angeles (“County”) to ensure meeting accessibility requirements for individuals with disabilities, including those who rely on assistive technologies. These requirements are based on Title II of the Americans with Disabilities Act (ADA), which requires state and local governments to provide equal access to programs, services, and activities; and the [Web Content Accessibility Guidelines](#) (WCAG) 2.1 Levels A and AA, which define international requirements for accessible web content.

These requirements apply to County contractors responsible for developing, maintaining, or publishing digital content. This includes digital content included on external and internal websites, web applications, mobile applications, documents, multimedia, social media, maps and dashboards, and third-party applications.

Definitions

- **Web Content Accessibility Guidelines [WCAG 2.1](#):** Version 2.1, developed by the W3C. Web Content Accessibility Guidelines (WCAG) 2.1 covers a wide range of recommendations for making web content more accessible. Following these guidelines will make content more accessible to a wider range of people with disabilities, including accommodations for blindness and low vision, deafness and hearing loss, limited movement, speech disabilities, photosensitivity, and combinations of these, and some accommodation for learning disabilities and cognitive limitations; but will not address every user need for people with these disabilities. These guidelines address accessibility of web content on any kind of device (including desktops, laptops, kiosks, and mobile devices). The guidelines are intended to make web content more usable to users in general.
- **Level A/AA:** Conformance levels representing basic and intermediate accessibility requirements.
- **Assistive Technology:** Devices or software (e.g., screen readers, magnifiers) that help individuals with disabilities interact with digital content.
- **Automated Testing:** The use of software tools to scan digital content for accessibility issues that can be detected programmatically. Automated testing identifies issues such as missing alt text, low color contrast, improper heading structures, and keyboard traps.
- **Manual Testing:** The process of using human testers to evaluate accessibility success criteria that automated tools cannot reliably detect. This includes testing keyboard navigation, focus order, screen reader behavior, error messaging, and content structure.
- **Success Criteria:** Written as testable statements that are not technology-specific. Guidance about satisfying the success criteria in specific technologies, as well as general information about interpreting the success criteria, is provided in separate documents. Reference the Web Content Accessibility Guidelines ([WCAG](#)) Overview for an introduction and links to WCAG technical and educational material.

Digital Accessibility Requirements

A. Websites and Web Applications

Websites and web applications must comply with the following requirements. Refer to the success criteria reference for further guidance.

- **Automated Testing:** Websites and web applications must meet at least 90% of the 24 [WCAG](#) 2.1 Level A and AA success criteria designated for automated testing. See the Success Criteria Reference for the full list.
- **Manual Testing:** Websites and web applications must meet the 10 [WCAG](#) 2.1 Level A and AA success criteria designated for manual testing. See the Success Criteria Reference for details.
- **Accessibility Statement:** Pages must include a link to the County's accessibility statement and a contact form allowing users to submit accessibility requests.

B. Mobile Applications

Mobile apps must meet the following requirements. Refer to the success criteria reference for further guidance.

- **1.1.1 Non-text Content:** Provide text alternatives for non-text content that serves the same purpose.
- **1.3.1 Info and Relationships:** Content, structure and relationships can be programmatically determined.
- **1.4.3 Contrast (Minimum):** Text and images of text must have a contrast ratio of at least 4.5:1 against their background.
- **1.4.4 Resize Text** - Text can be resized to 200% without loss of content or function.
- **1.4.5 Images of Text** - Don't use images of text.
- **1.4.11 - No text Contrast** - The contrast between user interface components, graphics and adjacent colors is at least 3:1
- **2.1.1 Keyboard:** Functionality must be operable through a keyboard interface without requiring specific timings.
- **2.4.3 Focus Order:** Navigation must follow a meaningful and logical order when moving focus through interactive elements.
- **2.4.4 Link Purpose (In Context):** The purpose of each link must be clear from the link text alone or its context.
- **3.3.1 Error Identification:** If an input error is detected, it must be identified and described to the user in text.
- **4.1.2 Name, Role, Value:** UI components must expose their name, role, and value to assistive technologies.

C. Documents

Accessibility issues identified by the built-in accessibility checker in PDF, Word, Excel, and PowerPoint must be remediated.

D. Multimedia

Video content must comply with criteria 1.2.1, 1.2.2, and 1.2.4. Refer to the success criteria reference for further guidance.

- **1.2.1 Audio-only and Video-only (Prerecorded):** Provide alternatives for audio-only content (such as transcripts) and for video-only content (such as descriptive text or audio tracks that describe visual information).
- **1.2.2 Captions (Prerecorded):** Add synchronized captions to prerecorded videos with audio. Captions must include spoken dialogue and important non-speech information like sound effects or music.
- **1.2.4 Captions (Live):** Add captions to live videos.

Social Media

Social media content must comply with the following requirements. Refer to the success criteria reference for further guidance.

- **1.1.1 Non-text Content:** Non-text content must have a text alternative that serves the same purpose. Posts with flyers, advertisements, etc. must be accompanied by a text equivalent.
- **1.2.1 Audio-only and Video-only (Prerecorded):** Provide alternatives for audio-only content (such as transcripts) and for video-only content (such as descriptive text or audio tracks that describe visual information).
- **1.2.2 Captions (Prerecorded):** Add synchronized captions to prerecorded videos with audio.
- **1.3.2 - Meaningful Sequence:** Present content in a meaningful order. The reading order of post content (text, hashtags, mentions) must make sense when read chronologically.
- **1.4.3 Contrast (Minimum):** Text must have enough contrast against backgrounds.

Maps and Dashboards

Maps and dashboards must comply with the following requirements. Refer to the success criteria reference for further guidance.

The text alternative must convey the same information presented on the map. A skip button must be provided to allow users to bypass the map and access the text alternative directly.

- **1.1.1 Non-text Content:** Non-text content must have a text alternative that serves the same purpose.
- **1.3.3 Sensory Characteristics** Don't rely on shape, color, size, sound, or visual position alone to convey meaning or instructions.
- **1.4.1 Use of Color:** Color must not be the sole means of conveying information.
- **1.4.3 Contrast (Minimum):** Text and images of text must have a contrast ratio of at least 4.5:1.
- **2.1.1 Keyboard:** Functionality must be operable through a keyboard interface.

- **2.5.1 Pointer Gestures** Multi-point and path-based gestures can be operated with a single pointer

E. **Third-Party Applications**

Contractors providing third-party applications are required to meet all applicable County accessibility requirements set forth in this document.

Contractors must complete a self-assessment of their product, similar to a Voluntary Product Accessibility Template (VPAT), to document and demonstrate their compliance.

F. **Exceptions**

In accordance with ADA guidance, the following types of content are exempt from full compliance under specific conditions:

- **Archived Web Content:** Content created before the compliance date, retained for reference or recordkeeping, in a dedicated archive, and not updated.
Example: Historical city council meeting minutes stored in an archive section without modifications.
- **Preexisting Conventional Electronic Documents:** Documents (e.g., PDFs, Word, Excel) created before the compliance date, not intended for active use.
Example: An old PDF report from 2015 available on the website for historical reference.
- **Third-Party Content:** Content posted by external parties not under County contract (e.g., public comments on forums).
Example: Comments or posts made by the public on a County-managed forum.
- **Individualized, Password-Protected Documents:** Personalized, secure documents (e.g., employee-specific benefits statements).
Example: A personalized benefits statement accessible only to a particular employee.
- **Preexisting Social Media Posts:** Content posted before the compliance date on official social media accounts.
Example: A Facebook post from 2020 on the County's official page.

Even if content qualifies as an exception, Contractors must provide alternative formats upon request.

G. **Monitoring and Enforcement**

- Departments are required to provide status of remediation progress every two weeks using the accessibility compliance tracker.
- The accessibility dashboard will be used to monitor compliance benchmarks.
- Training and resources will be provided to ensure compliance across teams.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS



INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

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 Statement of Work “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 and approved by the TTC.

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 Project Director or 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) 27001:2022 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 – REQUIRED FORMS

EXHIBITS

- 1 Organization Questionnaire/Affidavit
- 2 Certification of Compliance
- 3 Request for Preference Consideration
- 4 Debarment History and List of Terminated Contracts
- 5 Community Business Enterprise (CBE) Information (Excel Worksheet)
- 6 Minimum Mandatory Requirements
- 7 List of Public Entities
- 8 List of References
- 9 Contribution and Agent Declaration Form
- 10 Pricing Schedule
- 11 Declaration

REQUIRED FORMS – EXHIBIT 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Proposer Name:	County Webven Number:
Address:	
Telephone Number:	Email:
Internal Revenue Service Employer Identification Number:	California Business License Number:

1	Select the option that best defines your firm's business structure: <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify)	If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): _____ State of 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? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name: _____ Country of Registration: _____ Year became DBA: _____
3	Is your firm wholly/majority owned by, or a subsidiary of another firm? <input type="checkbox"/> Yes <input type="checkbox"/> 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 under other names within last five years? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, indicate any other names and the year of name change. Name(s): _____ Year(s) of Name Change: _____

REQUIRED FORMS – EXHIBIT 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

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."	<hr/> <hr/> <hr/>
6	Is your firm involved in any pending acquisition or mergers? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide additional information regarding the pending merger. <hr/> <hr/> <hr/>
7	List all names and contact information of all individuals legally authorized to commit the Proposer.	Name: _____ Title: _____ Phone: _____ Email: _____ Name: _____ Title: _____ Phone: _____ Email: _____ Name: _____ Title: _____ Phone: _____ Email: _____

REQUIRED FORMS – EXHIBIT 2
CERTIFICATION OF COMPLIANCE

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

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
5	Attestation of Willingness to Consider GAIN/START Participants	Board Policy 5.050	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No Willing to provide GAIN/START participants access to employee mentoring program? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available
6	Contractor Employee Jury Service Program Certification Form and Application for Exception	LACC 2.203	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: <input type="checkbox"/> My business does not meet the definition of “contractor,” as defined in the Program. <input type="checkbox"/> My business is a small business as defined in the Program. <input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
7	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	LACC 2.206	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: _____

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

<input type="checkbox"/> PREFERENCE REQUESTED (SELECT ALL THAT APPLY)		
Preference Program		Reference
<input type="checkbox"/>	Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.204</u>
<input type="checkbox"/>	Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.205</u>
<input type="checkbox"/>	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<u>LACC 2.211</u>

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

REQUIRED FORMS – EXHIBIT 4
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	<input type="checkbox"/>	<input type="checkbox"/>
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 years.	<input type="checkbox"/>	<input type="checkbox"/>

If yes, please list all contracts that have been terminated prior to expiration within the last three 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:	

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

REQUIRED FORMS – EXHIBIT 5
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

Refer to Excel Worksheet

REQUIRED FORMS – EXHIBIT 6

MINIMUM MANDATORY REQUIREMENTS

Proposer acknowledges and certifies that it meets the Minimum Mandatory Requirements indicated below and as stated in Paragraph 4.0 (Minimum Mandatory Requirements), of this Request for Proposals.

No.	Minimum Mandatory Requirement(s) (M/R)	Complies with M/R	
		Yes	No
1	<p>Proposers must have five years of experience within the last seven years, as a sole proprietor, corporation, or other entity providing services including successfully developing, implementing, and maintaining web-based accounting systems or similar services identified in Exhibit A (SOW), for government agencies or similarly regulated industries. This experience must include designing systems that handle secure financial transactions, implementing payment reconciliation functionalities, generating automated audit reports, and integrating tax calculation modules aligned with local or state regulatory requirements.</p> <ul style="list-style-type: none"> 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 TTC's sole discretion. Proposers must provide a detailed written 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 (RFP)). 	<input type="checkbox"/>	<input type="checkbox"/>

2	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 supporting documentation demonstrating that it meets this requirement Proposer's Background and Experience (Section B.1 (RFP)).	<input type="checkbox"/>	<input type="checkbox"/>
3	Proposer's System must permit the import and export of information to and from other systems in a secure manner, as identified in Exhibit A (SOW). The Proposer must provide supporting documentation demonstrating that it meets this requirement Proposer's Background and Experience (Section B.1 (RFP)).	<input type="checkbox"/>	<input type="checkbox"/>
4	Proposer's System must permit the import and export of information to and from other systems in a secure manner, as identified in Exhibit A (SOW). The Proposer must provide supporting documentation demonstrating that it meets this requirement Proposer's Background and Experience (Section B.1 (RFP)).	<input type="checkbox"/>	<input type="checkbox"/>
5	Proposer must identify a Project Director, Project Manager, and Alternate Project Manager each with three years of documented experience either with the Proposer or with another firm prior to employment with the Proposer performing at the level required of these roles in the RFP. The Proposer must provide supporting documentation with the proposal submission under Proposer's Background and Experience (Section B.1 (RFP)).	<input type="checkbox"/>	<input type="checkbox"/>
6	Proposer must have attended the Mandatory Proposer's Conference identified in Paragraph 8.3 (Mandatory Proposer's Conference).	<input type="checkbox"/>	<input type="checkbox"/>
7	Proposer does not have unresolved questioned costs, as identified by the Auditor-Controller (A-C), in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for a period of six months or more from the date of the A-C Report, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.	<input type="checkbox"/>	<input type="checkbox"/>

REQUIRED FORMS – EXHIBIT 7
LIST OF PUBLIC ENTITIES

Proposer's Name:

Provide a comprehensive list of public entities for the last three years where same or similar scope of services were provided. It is the Proposer's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

1. PUBLIC AGENCIES	
(All contracts with other governmental agencies including the County of Los Angeles must be listed)	
SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ EMAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ EMAIL: _____
SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ EMAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ EMAIL: _____
SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ FIRM NAME: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ EMAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ FIRM NAME: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ EMAIL: _____
SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ FIRM NAME: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ EMAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ FIRM NAME: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ EMAIL: _____

REQUIRED FORMS – EXHIBIT 8

LIST OF REFERENCES

Proposer's Name:

Proposer must provide three references one of which must be for a government agency where the same or similar scope of services was provided. It is the Proposer's responsibility to ensure accuracy of the information provided below.

REFERENCES	
REFERENCE 1	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
REFERENCE 2	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	
REFERENCE 3	
AGENCY/DEPT:	
SERVICE TYPE:	
CONTRACT TERM:	
CONTRACT AMT:	
CONTACT:	
TELEPHONE:	
E-MAIL:	

REQUIRED FORMS – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act ([Government Code Section 84308](#)), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

REQUIRED FORMS – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State “none” if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: _____

b) If applicable, variations and acronyms of Declarant Company’s name used within the past 12 months: _____

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. “Controlled or directed” means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

b) Subsidiaries:

c) Related Business Entities:

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

(Do not list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, or (2) provide purely technical data or analysis, and who will not have any other type of communication with a County agency, employee, or officer.)

-
- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.
-

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

C. **DECLARATION**

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are _____ additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, _____ (Authorized Representative), on behalf of _____ (Declarant Company), at which I am employed as _____ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

I, _____, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date

REQUIRED FORMS – EXHIBIT 10
PRICING SCHEDULE

Refer to Excel Worksheet

REQUIRED FORMS – EXHIBIT 11

DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-11 IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE: