



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM (LA-RICS)**

INVITATION FOR BIDS (IFB)

IFB NO. LA-RICS 029

FOR

**LA-RICS MANAGED
INFORMATION TECHNOLOGY (IT)
SERVICES**

JUNE 24, 2026

**LA-RICS MANAGED
INFORMATION TECHNOLOGY (IT)
SERVICES**

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IFB APPENDICES

APPENDIX A: Contract and Exhibits: Identifies the terms and conditions in the contract.

- ✓ Sample Contract
 - Exhibit A (Scope of Work)
 - Exhibit B (Schedule of Prices)
 - Exhibit C (Authority Administration)
 - Exhibit D (Consultant's Administration)
 - Exhibit E (Information Security and Privacy Requirements)
 - Exhibit F (Consultant Acknowledgement, Confidentiality, and Copyright Assignment Agreement)
 - Exhibit G (LA-RICS Work Acceptance Certificate)

APPENDIX B: Required Forms: Forms that must be completed and included in the bid.

- ✓ Attachment 1 (Certification of Compliance)
- ✓ Attachment 2 (Organization Questionnaire/Affidavit)
- ✓ Attachment 3 (Contribution and Agent Declaration Form)
- ✓ Attachment 4 (Schedule of Prices)
- ✓ Attachment 5 (Minimum Mandatory Requirements)
- ✓ Attachment 6 (List of Public Entities)
- ✓ Attachment 7 (List of References)
- ✓ Attachment 8 (Debarment History and List of Terminated Contracts)
- ✓ Attachment 9 (Declaration)

APPENDIX C: Solicitation Requirements Review (SRR) Request: Transmittal form sent to the Authority requesting a Solicitation Requirements Review.

1.0 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS

EVENT	DETAILS
IFB Release Date	Wednesday, June 24, 2026
IFB Contact	Jeanette Arismendez via email: jeanette.arimendez@la-rics.org
Solicitation Requirements Review (SRR) Request Due	Wednesday, July 8, 2026
Mandatory Bidder's Conference and Site Walk	Tuesday, July 14, 2026 11 a.m.
Written Questions Due	Wednesday, July 15, 2026 4:00 p.m.
Questions and Answers Released via Addendum	Wednesday, July 22, 2026 (Subject to change at the Authority's sole discretion)
Bids Due	Tuesday, August 11, 2026 4:00 p.m.
Anticipated Contract Term	<p>The term of the resultant Contract will be three (3) years.</p> <p>The Authority will have the sole option to extend the resultant Contract term for up to two (2) additional one-year renewal options, for a maximum total Contract term of five (5) years.</p>
Minimum Mandatory Requirements (MMRs)	<ul style="list-style-type: none"> ▪ Bid must be submitted by the bid due date and time identified in Section 1.0 (Solicitation Information and Minimum Mandatory Requirements) of this IFB. ▪ Bidder must have attended the Mandatory Bidder's Conference and Site Walk identified in Section 8.3 (Mandatory Bidder's Conference and Site Walk) of this IFB. ▪ Bidder must have a minimum of three (3) years' experience within the last five (5) years working with Microsoft Exchange, Microsoft Office 365, Microsoft 365, including Microsoft Azure, system networking, and cloud platforms. ▪ Bidder's staff, that will be assigned to the Authority to perform the services detailed in Exhibit A (Scope of Work) on behalf of the Bidder, must have a CompTIA Network+ certification or equivalent IT certifications.

2.0 BACKGROUND

The Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority) is seeking bids from qualified Bidders to provide professional Managed Information Technology (IT) Services to support, among other things, the Authority's technology infrastructure, end users, and cloud environment. The Authority currently operates with approximately thirty (30) users and utilizes Microsoft 365 services including Exchange Online, SharePoint, OneDrive, and Microsoft Teams pursuant to Exhibit A (Scope of Work) contained in Appendix A (Sample Contract). Dell laptops are used as primary user devices. As part of this solicitation, the resultant Consultant will deliver proactive monitoring, administration, cybersecurity, technical support, and strategic IT guidance to ensure reliable, secure, and efficient technology operations.

Additionally, LA-RICS partners with the County of Los Angeles Sheriff's Department (LASD) for its internet services (i.e. router, DNS, DHCP), firewall management, and printer management. As such, coordination with LASD on behalf of LA-RICS may be necessary from time to time.

The Authority has adopted the County of Los Angeles (County) contracting mode and certain policies. As such, references and adherence to County of Los Angeles Board of Supervisor policies are required by Bidder's interested in responding to this Invitation For Bids (IFB).

3.0 INTRODUCTION

- 3.1** The Authority is issuing this IFB to solicit bids for a contract with an entity that can provide the Authority with Managed IT Services as described in Exhibit A (Scope of Work) contained in Appendix A (Sample Contract), which is attached to this IFB.
- 3.2** 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.

4.0 PURPOSE

4.1 Statement of Work (SOW)

The resultant Consultant will be expected to implement the requirements and perform the work and services detailed in Exhibit A (Scope of Work) contained in Appendix A (Sample Contract), which is attached to this IFB.

4.2 Terms and Definitions

Throughout this IFB, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Section 2.0 (Definitions) in Appendix A (Sample Contract), which is attached to this IFB.

4.3 Contract Terms and Conditions

The resultant Consultant will be expected to implement the requirements outlined in Appendix A (Sample Contract) attached to this IFB.

4.3.1 Anticipated Contract Term

The term of the Agreement is anticipated to be for a period of three (3) years with an additional two (2) one-year renewal options. The renewal option terms may be exercised at the sole discretion of the Authority. The Agreement is anticipated to commence upon contract execution by Contractor and the Authority, following the LA-RICS Joint Powers Authority (JPA) Board of Directors (Board) award.

4.3.2 Contract Rates

The Contractor's rates will remain firm and fixed for the term of the Contract.

If requested by the Consultant prior to the renewal of a contract option year, the contract amount (hourly, daily, monthly, etc.) for additional option year periods identified in Section 4 (Term of the Contract), in particular Section 4.2, of Appendix A (Sample Contract) may, at the sole discretion of the Authority be increased annually based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the contract anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Before any COLA increase will take effect and become part of the contract, it will require a written amendment to the contract first, that has been formally approved and executed by the parties.

4.3.3 Days of Operation

The resultant Consultant will be expected to provide Managed IT Services to the Authority primarily during normal business hours, which is from 8:00 a.m. to 5:30 p.m., Monday through Thursday, except County observed holidays, unless otherwise agreed upon between the Authority and the resultant Consultant.

However, there may be instances when the resultant Consultant will be required to work outside of normal business hours in order to perform the Base Scope of Services work set forth in Exhibit A (Scope of Work) attached to Appendix A (Sample Contract).

4.3.4 Indemnification and Insurance

The resultant Consultant will be required to comply with the indemnification provisions contained in Section 28 (Indemnification) of Appendix A (Sample Contract). The resultant Consultant must procure, maintain, and provide to the Authority proof of insurance coverage for all the programs of insurance along with associated amounts specified in Section 28 (Indemnification), Section 29 (General Provisions for all Insurance Coverage) and Section 30 (Insurance Coverage) of Appendix A (Sample Contract).

5.0 MINIMUM MANDATORY REQUIREMENTS

Interested and qualified Bidders that can demonstrate their ability to successfully provide the required services outlined in Exhibit A (Scope of Work) of Appendix A (Sample Contract), are invited to submit bids, provided they meet the following minimum mandatory requirements at the time of bid submission.

- 5.1** Bid must be submitted by the bid due date and time identified in Section 1.0 (Solicitation Information and Minimum Mandatory Requirements) of this IFB.
- 5.2** Bidder must have attended the Mandatory Bidder's Conference and Site Walk identified in Section 8.3 (Mandatory Bidder's Conference and Site Walk) of this IFB.
- 5.3** Bidder must have a minimum of three (3) years' experience within the last five (5) years working with Microsoft Exchange, Microsoft Office 365, Microsoft 365, including Microsoft Azure, system networking, and cloud platforms.
- 5.4** Bidder's staff, that will be assigned to the Authority to perform the services detailed in Exhibit A (Scope of Work) on behalf of the Bidder, must have a CompTIA Network+ certification or equivalent IT certifications.

6.0 AUTHORITY'S RIGHTS AND RESPONSIBILITIES

6.1 Authority's Right to Amend Invitation for Bids (IFB)

The Authority has the right to amend the IFB by written addendum. The Authority 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 Authority records indicate has received this IFB. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Bid not being considered, as determined in the sole discretion of the Authority. The Authority 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.

6.2 Final Contract Award by the LA-RICS Board of Directors

Notwithstanding a recommendation of the Authority, the LA-RICS Board of Directors (Board) retains the right to exercise its judgment concerning the selection of a bid and the terms of any resultant agreement, and to determine which bid best serves the interests of the Authority. The LA-RICS 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.

6.3 Authority's Option to Reject Bids

Bidders are hereby advised that this IFB is a solicitation for bids 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 Authority may, at its sole discretion, reject any or all Bids submitted in response to this solicitation, or may, in its sole discretion, cancel this IFB in its entirety. The Authority will not be liable for any costs incurred by a Bidder in connection with the preparation and submission of any Bid. The Authority reserves the right to waive inconsequential disparities in a submitted Bid.

6.4 Background and Security Investigations

Background and security investigations of Consultant and/or Consultant's staff may be required at the discretion of the Authority as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the Bidder/Consultant.

In the event the Consultant and/or Consultant's staff do not pass a background and security investigation, the Authority, in its sole discretion, retains the right to enter into negotiations and contract award with the next responsive, responsible, lowest Bidder in response to this IFB.

7.0 NOTIFICATION TO BIDDERS

7.1 Public Records Act

7.1.1 Responses to this solicitation will become the exclusive property of the Authority. Absent extraordinary circumstances, the recommended Bidder's bid will become a matter of public record when (1) contract negotiations are complete; (2) the Authority receives a letter from the recommended Bidder's authorized officer that the negotiated contract is the firm offer of the recommended Bidder; and (3) the Authority releases a copy of the recommended Bidder's bid in response to a Notice of Intent to Request a Proposed Contractor Selection under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)).

Notwithstanding the above, absent extraordinary circumstances, all bids will become a matter of public record when the Authority's Bidder recommendation appears on the LA-RICS Board agenda.

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

7.1.2 The Authority 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 bid as confidential will not be deemed sufficient notice of exception. The Bidders must specifically label only those provisions of their respective bid which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

7.1.3 In the event the Authority 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", Bidder agrees to defend and indemnify the Authority 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.

7.2 Contact with Authority Personnel

Any contact regarding this IFB or any matter relating thereto must be in writing and e-mailed to:

Jeanette Arismendez
jeanette.arismendez@la-rics.org

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

7.3 Mandatory Requirement to Register on County's WebVen

Prior to contract award, all potential Contractors must register in the County's WebVen. The WebVen contains the Bidder'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/>.

7.4 Protest Process

7.4.1 Under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)), any prospective Bidder may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 7.6.3 below. Additionally, any actual Bidder may request a review of a disqualification or of a proposed contract award under such solicitation as described respectively in the subsection below. It is the responsibility of the Bidder challenging the decision of the Authority to demonstrate that the Authority committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

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

7.4.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a LA-RICS Board of Directors approved services contract provided for under County of Los Angeles Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)) are limited to the following:

7.4.3.1 Review of Solicitation Requirements (Referenced in Section 10.1)

- 7.4.3.2** Review of a Disqualified Bid (Referenced in Section 10.2)
- 7.4.3.3** Review of Authority's Proposed Contractor Selection (Referenced in Section 10.3)
- 7.4.3.4** County Independent Review (Referenced in Section 10.4)

7.5 Conflict of Interest

No Authority or County employee whose position in the Authority or County enables him/her to influence the selection of a Contractor for this IFB, or any competing IFB, nor any spouse of economic dependent of such employees, will be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a Contractor. Bidder must certify that he/she is aware of and has read [Section 2.180.010 of the Los Angeles County Code](#) as stated in Attachment 1 (Certification of Compliance) of Appendix B (Required Forms).

7.6 Determination of Bidder Responsibility

- 7.6.1** A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the Authority's policy to conduct business only with responsible Bidders.
- 7.6.2** Bidders are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the Authority may determine whether the Bidder is responsible based on a review of the Bidder's performance on any contracts, including but not limited to Authority or 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 Bidder against public entities. Labor law violations which are the fault of the subcontractors and of which the Bidder had no knowledge will not be the basis of a determination that the Bidder is not responsible.
- 7.6.3** The Authority may declare a Bidder to be non-responsible for purposes of this Contract if the LA-RICS Board, in its discretion, finds that the Bidder has done any of the following: (1) violated a term of a contract with the Authority, the County, or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform a contract with the Authority, 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 Authority, the County, or any other public entity.

7.6.4 If there is evidence that the apparent highest ranked Bidder may not be responsible, the Authority will notify the Bidder in writing of the evidence relating to the Bidder's responsibility, and its intention to recommend to the LA-RICS Board that the Bidder be found not responsible. The Authority will provide the Bidder and/or the Bidder's representative with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence which is the basis for the Authority's recommendation.

7.6.5 If the Bidder presents evidence in rebuttal to the Authority, the Authority will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the LA-RICS Board. The final decision concerning the responsibility of the Bidder will reside with the LA-RICS Board.

7.6.6 These terms will also apply to proposed Subcontractors of Bidders on Authority or County contracts.

7.7 Bidder Debarment

7.7.1 The Bidder is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the Authority may debar the Bidder from bidding or proposing on, or being awarded, and/or performing work on other Authority 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 Authority may terminate any or all of the Bidder's existing contracts with Authority, if the LA-RICS Board finds, in its discretion, that the Bidder has done any of the following: (1) violated a term of a contract with the Authority, the County, or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform a contract with the Authority, 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 Authority, the County, or any other public entity. These terms will

also apply to proposed Subcontractors of Bidders on Authority or County contracts.

- 7.7.2** 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/>

7.8 Improper Considerations

7.8.1 Attempt to Secure Favorable Treatment

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

7.8.2 Notification to Authority

A Bidder must immediately report any attempt by an Authority or 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 Bidder's submission being eliminated from consideration.

7.8.3 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.

7.9 County Lobbyist Ordinance

The County, and by extension the Authority, 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 Bidder to review the ordinance independently as the text of said ordinance is not contained within this IFB. 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 Bidder 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.

7.10 Jury Service Program

- 7.10.1** 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 Consultants should carefully review the Jury Service Ordinance and Section 15 (Compliance with County's Jury Service Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this IFB. The Jury Service Program applies to both Consultants and their Subconsultants.
- 7.10.2** Bids that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.
- 7.10.3** The Consultant must certify compliance with County's Contractor Employee Jury Service Ordinance in Attachment 1 (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 Consultant must so indicate in Attachment 1 (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 Consultant's application, the Authority will determine, in its sole discretion, whether the Consultant falls within the definition of Consultant or meets any of the exceptions to the Jury Service Program. The Authority's decision will be final.

7.11 Pending Acquisitions/Mergers by Bidding Company

The Bidder must notify the Authority of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Bidder is restricted from legally notifying the Authority of pending acquisitions/mergers, then it should notify the Authority of the actual acquisitions/mergers as soon as the law allows and provide to the Authority the legal framework that restricted it from notifying the Authority prior to the actual acquisitions/mergers. This information must be provided by the Bidder in Attachment 2 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms). Failure of the Bidder to provide this information may eliminate its bid from any further consideration. Bidder will have a continuing obligation to notify the Authority and update any changes to its response in Attachment 2 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms) during the solicitation.

7.12 Defaulted Property Tax Reduction Program

7.12.1 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 Consultants should reference the pertinent provisions in Section 55 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and Section 56 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Tax Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Consultants and their Subconsultants.

7.12.2 Bidders 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 Attachment 1 (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-compliance contractor ([Los Angeles County Code, Chapter 2.202](#)).

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

7.13 Commitment to Zero Tolerance Policy on Human Trafficking

- 7.13.1** 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 or an Authority contract.
- 7.13.2** Consultants are required to complete Attachment 1 (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 Section 58 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Sample Contract). Further, Consultants are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

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

- 7.14.1** The Authority, 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 Authority will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 7.14.2** Upon contract award or at the request of the A-C and/or the Authority, the Contractor must submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 7.14.3** 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.
- 7.14.4** 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.

7.15 Bidder's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

- 7.15.1** 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, and by extension the Authority, 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.
- 7.15.2** Consultants are required to complete Attachment 1 (Certification of Compliance) in Appendix B (Required Forms), certifying that they, and their Subconsultants 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.
- 7.15.3** Further, Consultants 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.

7.16 Contractor Alert Reporting Database

- 7.16.1** The County maintains and the Authority uses the Contractor Alert Reporting Database (CARD), which is used to track/monitor poorly performing contractors. When a County department identifies a significant performance/non-compliance issue(s) with a contractor, the department will provide notice to the contractor and will give the contractor an opportunity to correct the issue(s). If the contractor does not take any appropriate steps to correct the issue(s), the County department will enter the contractor, along with any other relevant information pertaining to the contractor's performance issue(s), into CARD.
- 7.16.2** The information entered into CARD can be accessed by the Authority and all County departments, and will be used, along with any other relevant information not included in CARD, in determining bidder responsibility. If the Authority or a County department reviews this information and determines that a finding of non-responsibility should be pursued, the Authority or County department will adhere to the guidelines specified in the [Los](#)

[Angeles County Code Chapter 2.202](#), and the County's [Implementation Procedures for Determinations of Contractor Non-Responsibility and Contractor Debarment](#).

7.17 Prohibition from Participation in Future Solicitation(s)

A Bidder, or a Consultant its subsidiary or Subconsultant ("Bidder/Consultant"), is prohibited from submitting a bid or proposal in an Authority solicitation if the Bidder/Consultant has provided advice or consultation for the solicitation. A Bidder/Consultant is also prohibited from submitting a bid or proposal in an Authority solicitation if the Bidder/Contractor has developed or prepared any of the solicitation materials on behalf of the Authority. A violation of this provision will result in the disqualification of the Consultant/Bidder from participation in the Authority solicitation or the termination or cancellation of any resultant Authority contract. ([Los Angeles County Code, Chapter 2.202](#)).

7.18 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 or an Authority 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 Bidders are advised that they and all of their Subcontractors must complete and return as part of the bid, the Contribution and Agent Declaration included in Attachment 3 (Contribution and Agent Declaration Form) of Appendix B (Required Forms). Bidders 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 bid is submitted, and as requested at any time by the Authority prior to contract award. Failure by the Bidders or any Subcontractor(s) to complete and submit the required Contribution and Agent Declaration Form in Attachment 3, and failure by the Bidder or any Subcontractor(s) to update the declaration as required by law or as otherwise requested by the Authority, may eliminate the bid from further consideration and/or the Bidder may be disqualified from a contract award, as determined in the Authority's sole discretion. Further, all Bidders and their Subcontractors are prohibited under [Government Code Section 84308](#) from making a contribution of more than \$500 to a County or an Authority officer for twelve (12) months after the date a final decision is made in the contract proceeding involving this solicitation.

8.0 INVITATION FOR BIDS (IFB) REQUIREMENTS

This Section contains key project activities as well as instructions to Bidders in how to prepare and submit their Bid.

8.1 Authority Responsibility

The Authority 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.

8.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a Bid will be sufficient cause for rejection of the Bid. The evaluation and determination in this area will be at the Executive Director's sole judgment and their judgment will be final. All bids must be firm and final offers and may not be withdrawn for a period of ninety (90) days following the final bid submission date.

8.3 Bidders' Questions

8.3.1 Bidders may submit written questions regarding this IFB by e-mail to: **Jeanette Arismendez** at jeanette.arismendez@la-rics.org. All questions must be received by the date and time specified in Section 1.0 (Solicitation Information and Minimum Mandatory Requirements) of this IFB. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the IFB.

8.3.2 When submitting questions, please specify the IFB Number, (Sub)Section number, page number(s), and quote the language that prompted the question. This will ensure that the question can be quickly found in the IFB. The Authority reserves the right to group similar questions when providing answers.

8.4 Mandatory Bidder's Conference and Site Walk

A Mandatory Bidder's Conference and Site Walk will be held to discuss the IFB and observe the service location. Authority staff will respond to questions from potential Bidders. All potential Bidders must attend this conference and site walk, or their bids will be rejected as non-responsive (disqualified) without review and eliminated from further consideration. The conference is scheduled as follows:

Tuesday, July 14, 2026, at 11:00 a.m.
2525 Corporate Place, Suite 200, Large Conference Room
Monterey Park, CA 91754

8.5 Preparation of the Bid

One bid must be submitted via electronic mail (e-mail) to:

Jeanette Arismendez
Jeanette.Arismendez@la-rics.org

by the date and time listed in Section 1.0 (Solicitation Information and Minimum Mandatory Requirements). All Bids must be submitted in the prescribed format. Any Bid that deviates from this format may be rejected without review at the Authority's sole discretion.

8.6 Bid Format and Review Process

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

8.6.1 Cover Page

Cover Page must identify, at a minimum, the IFB title, IFB number, and the Bidder's name.

8.6.2 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the Bid. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

8.6.3 Pricing Sheet (Section A)

Bidder must complete Attachment 4 (Schedule of Prices) as provided in Appendix B (Required Forms). Bidder must submit the completed Attachment 4 (Schedule of Prices) under Section A (Pricing Sheet) of its bid.

Bids will be examined to determine the lowest price. The bids will be ranked from lowest to highest based on the total cost identified in Attachment 4 (Schedule of Prices) as provided in Appendix B (Required Forms). The lowest cost bid will be awarded the resultant contract provided the lowest cost Bidder is responsible and responsive.

8.6.4 Bidder's Qualifications (Section B)

Bidder's must demonstrate that the Bidder's organization has the experience to perform the required services pursuant to Exhibit A

(Scope of Work) attached to Appendix A (Sample Contract). The following sections must be included:

8.6.4.1 Background and Experience (Section B.1)

- a. Bidder must complete, sign and date the Bidder's Attachment 2 (Organization Questionnaire/Affidavit) as set forth in Appendix B (Required Forms). **The person signing the form must be authorized to sign on behalf of the Bidder and to bind the applicant in a Contract.** Bidder must submit the completed Attachment 2 (Organization Questionnaire/Affidavit) as provided in Appendix B (Required Forms) under Section B.1 (Background and Experience) of its bid.

- b. Bidder must provide a comprehensive summary of relevant background information to demonstrate that the Bidder and its staff who will be assigned to the Authority to perform the services detailed in Exhibit A (Scope of Work) attached to Appendix A (Sample Contract), of behalf of the Bidder, meets or exceeds the minimum requirement(s) stated in Section 5.0 (Minimum Mandatory Requirements) of this IFB as follows:
 - ✓ Bidder must have a minimum of three (3) years' experience within the last five (5) years working with Microsoft Exchange, Microsoft Office 365, Microsoft 365, including Microsoft Azure, system networking, and cloud platforms.

 - ✓ Bidder's staff, that will be assigned to the Authority to perform the services detailed in Exhibit A (Scope of Work) on behalf of the Bidder, must have a CompTIA Network+ certification or equivalent IT certifications.

- c. Bidder must identify the specific staff that will be assigned to the Authority to perform the scope of work detailed in Exhibit A (Scope of Work) attached to Appendix A (Sample Contract) if awarded the resultant contract. Bidder must further provide the **relevant certification(s) for EACH of the Bidder's staff** that will be assigned

to the Authority to perform the scope of work detailed in Exhibit A (Scope of Work) under Section B.1 (Background and Experience) of its bid.

- d. Bidder must complete and submit Attachment 5 (Minimum Mandatory Requirements) as provided in Appendix B (Required Forms) under Section B.1 (Background and Experience) of its bid.
- e. Additionally, Bidder must include a list containing all public entities contracts for the last three (3) years where the same or similar scope of services was provided. Bidder must complete and submit Attachment 6 (List of Public Entities) as provided in Appendix B (Required Forms) under Section B.1 (Background and Experience) of its bid.

8.6.4.2 Corporate Documents (Section B.2)

- a. Taking into account the structure of the Bidder's organization, Bidder must determine which of the below referenced supporting documents the Authority requires. If the Bidder's organization does not fit into one of these categories, upon receipt of the Bid or at some later time, the Authority may, in its discretion, request additional documentation regarding the Bidder's business organization and authority of individuals to sign Contracts.

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

- b. **Corporations or Limited Liability Company (LLC):**

The Bidder must submit the following documentation under Section B.2 (Corporate Documents) of its bid:

- ✓ 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.

c. Limited Partnership:

The Bidder 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 under Section B.2 (Corporate Documents) of its bid.

- d. The review will include verification of references submitted, a review of the Contractor Alert Reporting Database (CARD), if applicable, reflecting past performance history on County contracts, and a review of terminated contracts.

8.6.4.3 List of References (Section B.3)

- a. Bidder must provide three (3) references where the same or similar scope of services was provided within the last five (5) years as set forth in the Exhibit A (Scope of Work) attached to Appendix A (Sample Contract) to validate that the Bidder meets the minimum qualifications stated in Section 5.0 (Minimum Mandatory Requirements) of this IFB. Bidder must complete and submit Attachment 7 (List of References) as provided in Appendix B (Required Forms) under Section B.3 (List of References) of its bid.
- b. Bidder may provide two (2) alternate references in the event a reference is non-responsive. Bidder's alternate references must be listed in Attachment 7 (List of References) as provided in Appendix B (Required Forms), which must be submitted under Section B.3 (List of References) of the bid.
- c. It is the Bidder's sole responsibility to ensure that information provided for each reference is accurate. The Authority may disqualify a Bidder if:
 - ✓ references fail to substantiate Bidder's description of the services provided; or

references fail to support that Bidder has a continuing pattern of providing capable, productive and skilled personnel, or

- ✓ the Authority is unable to reach the point of contact with reasonable effort. It is the Bidder's responsibility to inform the point of contact of normal working hours.

d. Bidders submitting as joint ventures must provide references that validate experience of all parties, including joint venture projects that have been completed. References for joint venture projects must be listed before references validating individual experience and projects.

8.6.4.4 Debarment History and List of Terminated Contracts (Section B.4)

The Authority will conduct a review of Bidder's terminated contracts and debarment history. Bidder must include contracts terminated within the past three (3) years with a reason for termination in Attachment 8 (Debarment History and List of Terminated Contracts) as provides in Appendix B (Required Forms). Bidder must complete and submit Attachment 8 (Debarment History and List of Terminated Contracts) under Section B.4 (Debarment History and List of Terminated Contracts) of its bid.

8.6.4.5 Pending Litigation and Judgments (Section B.5)

The Authority will conduct a review of Bidder's pending litigation and judgements. Bidder must identify by name, case and court jurisdiction any pending litigation in which Bidder is involved, or judgments against Bidder in the past five (5) years. Additionally, Bidder must provide a statement describing the size and scope of any pending or threatening litigation against the Bidder or principals of the Bidder. Bidder must submit this statement under Section B.5 (Pending Litigation and Judgements) of its bid.

A review to determine the magnitude of any pending litigation or judgments against the Bidder will be conducted by Authority.

8.6.5 Required Forms (Section C)

Bidder must include all completed, signed, and dated forms as provided in Appendix B (Required Forms) in Section C (Required Forms) of its bid **IF** a form is not otherwise required to be submitted under another Section of the bid.

- Attachment 1 Certification of Compliance
Submit under Section B.1 (Background and Experience) of the bid as requested.
- Attachment 2 Organization Questionnaire/Affidavit
- Attachment 3 Contribution and Agent Declaration Form
- Attachment 4 Schedule of Prices
Submit under Section A (Pricing Sheet) of the bid as requested.
- Attachment 5 Minimum Mandatory Requirements
Submit under Section B.1 (Background and Experience) of the bid as requested.
- Attachment 6 List of Public Entities
Submit under Section B.1 (Background and Experience) of the bid as requested.
- Attachment 7 List of References
Submit under Section B.3 (List of References) of the bid as requested.
- Attachment 8 Debarment History and List of Terminated Contracts
Submit under Section B.4 (Debarment History and List of Terminated Contracts) of the bid as requested.
- Attachment 9 Declaration

8.6.6 Proof of Insurability (Section D)

Bidder must provide proof of insurability that meets all insurance requirements set forth in Section 29 (General Provisions for all Insurance Coverage) and Section 30 (Insurance Coverage) of Appendix A (Sample Contract). If a Bidder does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Bidder be awarded a Contract may be submitted under Section D (Proof of Insurability) of its Bid.

8.7 Bid Submission

8.7.1 One (1) bid must be submitted by the **date and time** listed in Section 1.0 (Solicitation Information and Minimum Mandatory Requirements), via electronic mail (e-mail) as follows:

To: IFB Contact identified in Section 1.0 (Solicitation Information and Minimum Mandatory Requirements)

Subject: Bid for LA-RICS Managed Information Technology (IT) Services, IFB No. LA-RICS 029

8.7.2 The bid must be saved as or titled "Bid for LA-RICS Managed IT Services, IFB No. LA-RICS 029, and Bidder's Name".

8.7.3 No hard copies delivered in person or facsimile (faxed) responses will be accepted. Please note, each email attachment file size is limited to **twenty (20) MB per email**. Multiple emails of various file types (e.g., .zip, PDF, Excel) will be accepted. All bid documentation must be attached to email(s), not linked.

8.7.4 Bidders must also include a redacted Bid in searchable Adobe PDF format, with all confidential, proprietary and trade secret information redacted, as part of its bid submission. Bidders must specifically redact only those parts of the Business Bid that are actually trade secrets, confidential, or proprietary in nature. Blanket or categorical redactions and/or statements of confidentiality, or the marking of each page of the bid as "Trade Secret," "Confidential," or "Proprietary," are not acceptable, and will be rejected in the sole discretion of the Authority.

8.7.5 It is the sole responsibility of the submitting Bidder to ensure that its bid is received before the submission deadline. Submitting bidders must bear all risks associated with delays in delivery by any person or entity, or electronic mail (e-mail). Any proposals received after the scheduled closing date and time for receipt of proposals, as listed in Section 1.0 (Solicitation Information and Minimum Mandatory Requirements), will not be accepted.

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

9.0 SELECTION PROCESS OVERVIEW

9.1 Adherence to Minimum Mandatory Requirements (Pass/Fail)

The Authority will review the following information, inclusive of forms completed and submitted as part of Bidder's bid, to determine if the Bidder meets the Minimum Mandatory Requirements as outlined in Section 5.0 (Minimum Mandatory Requirements) of this IFB as follows:

- ✓ Bid was submitted prior to the bid submission deadline outlined in Section 1.0 (Solicitation Information and Minimum Mandatory Requirements)
- ✓ Bidder attended the Mandatory Bidder's Conference and Site Walk outlined in Section 1.0 (Solicitation Information and Minimum Mandatory Requirements)
- ✓ Attachment 2 (Organization Questionnaire/Affidavit)
- ✓ Attachment 5 (Minimum Mandatory Requirements)
- ✓ Attachment 6 (List of Public Entities)
- ✓ Attachment 7 (List of References)

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

9.2 Review Process

The lowest price bid will be reviewed to determine whether it is responsive and responsible.

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 Authority. A request for a SRR may be denied, in the Authority'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 bid;

10.1.3 The requested Review 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 Authority not receiving the best possible responses from prospective Vendor.

The SRR will be completed and the Authority's determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the bid due date.

10.2 Disqualification Review

A bid may be disqualified from consideration because the Authority determined it was a non-responsive bid at any time during the review/evaluation process. If the Authority determines that a Bid was disqualified due to non-responsiveness, the Authority will notify the Bidder in writing.

Upon receipt of the written determination of non-responsiveness, the Bidder 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 Authority'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 Authority'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 Bidder, in writing, prior to the conclusion of the evaluation process.

10.3 Proposed Contractor Selection Review (PCSR)

Any Bidder that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review (PCSR) as described in this Section may submit a written request for a PCSR, in the manner and timeframe as will be specified by the Authority.

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

10.3.1 The request for a PCSR is submitted timely (i.e., by the date and time specified by the Authority);

10.3.2 The person or entity requesting a PCSR asserts in appropriate detail with factual reasons one or more of the following grounds for review:

10.3.2.1 The Authority materially failed to follow procedures specified in its solicitation document. This includes:

1. Failure to correctly apply the standards for reviewing the bid format requirements.
2. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the bids as specified in the solicitation document.
3. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.

10.3.2.2 The Authority made identifiable mathematical or other errors in evaluating bids, resulting in the Bidder receiving an incorrect score and not being selected as the recommended Consultant.

10.3.2.3 Another basis for review as provided by state or federal law; and

10.3.3 The request for a PCSR sets forth sufficient detail to demonstrate that, but for the Authority's alleged failure, the Bidder would have been the lowest cost, responsive and responsible bid or the highest-scored bid, as the case may be.

Upon completing the PCSR, an Authority representative will issue a written decision to the Bidder within a reasonable time following receipt of the request for a PCSR, and always before the date the

contract award recommendation is to be heard by the LA-RICS Board. The written decision will additionally instruct the Bidder of the manner and timeframe for requesting a County Independent Review (see Section 10.4 below).

10.4 County Independent Review (CIR)

Any Bidder that is not satisfied with the results of the PCSR may submit a written request for a County Independent Review (CIR) in the manner and timeframe specified by the Authority in the Authority's written decision regarding the PCSR. Bidders that request a CIR may not add new assertions or documentation to the assertions presented in their PCSR. Any new assertions or documentation submitted by Bidder will not be considered or reviewed.

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

- 10.4.1** The request for a CIR is submitted timely (i.e., by the date and time specified by the Authority); and
- 10.4.2** The person or entity requesting the CIR has limited the request to items raised in the PCSR as listed in Section 10.3 (Proposed Contractor Selection Review) above.

Upon completion of the CIR, County of Los Angeles Internal Services Department (ISD) will forward the report to the Authority, which will provide a copy to the Bidder.



SAMPLE CONTRACT

BY AND BETWEEN

**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM (LA-RICS)**

AND

(CONSULTANT)

FOR

**LA-RICS MANAGED
INFORMATION TECHNOLOGY (IT) SERVICES**

**SAMPLE CONTRACT FOR
LA-RICS MANAGED INFORMATION TECHNOLOGY (IT) SERVICES**

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CONTRACT EXHIBITS

- EXHIBIT A SCOPE OF WORK**
- EXHIBIT B SCHEDULE OF PRICES**
- EXHIBIT C AUTHORITY'S ADMINISTRATION**
- EXHIBIT D CONSULTANT'S ADMINISTRATION**
- EXHIBIT E INFORMATION SECURITY AND PRIVACY REQUIREMENTS**
- EXHIBIT F CONSULTANT ACKNOWLEDGEMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT**
- EXHIBIT G LA-RICS WORK ACCEPTANCE CERTIFICATE (WAC)**

CONTRACT FOR
LA-RICS MANAGED INFORMATION TECHNOLOGY (IT)
SERVICES

This Contract and Exhibits made and entered into this _____ day of _____, 2026 by and between the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority), hereinafter referred to as the Authority, and _____, hereinafter referred to as Consultant.

RECITALS

WHEREAS, the Authority desires to contract with Consultant for the performance of Managed Information Technology (IT) Services as described in Exhibit A (Scope of Work) attached hereto and incorporated herein by this reference.

WHEREAS, the Consultant is a private firm specializing in providing Managed Information Technology (IT) Services and wishes to enter into this Contract.

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

1. APPLICABLE DOCUMENTS

Exhibits A through G 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 Contract and then to the Exhibits according to the following priority.

EXHIBITS:

- | | |
|-----------|---|
| Exhibit A | Scope of Work |
| Exhibit B | Schedule of Prices |
| Exhibit C | Authority's Administration |
| Exhibit D | Consultant's Administration |
| Exhibit E | Information Security and Privacy Requirements |
| Exhibit F | Consultant Acknowledgement, Confidentiality, and Copyright Assignment Agreement |
| Exhibit G | LA-RICS Work Acceptance Certificate (WAC) |

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless an Amendment is prepared pursuant to Section 8 (Amendments) and signed by both parties.

2. DEFINITIONS

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

- 2.1** "Acceptance" means the LA-RICS Authority's Board of Directors or the Authority's Executive Director's acceptance of the work.
- 2.2** "Agreement/Contract" means the agreement, which has been executed by the Consultant and the Authority.
- 2.3** "Authority's Contract Manager" means the individual who will oversee the Consultant's work pursuant to Exhibit A (Scope of Work).
- 2.4** "Award of Contract" means the date the LA-RICS Joint Powers Authority (JPA) Board of Directors awards the construction Contract to the Consultant.
- 2.5** "Awarding Entity/Authority" means the Authority.
- 2.6** "Board of Directors" means the LA-RICS JPA Board of Directors.
- 2.7** "Consultant/Consultant" means the Consultant awarded the Agreement by the LA-RICS Board of Directors.
- 2.8** "County" means the County of Los Angeles, California.
- 2.9** "Day" means calendar day unless otherwise specified.
- 2.10** "Executive Director" means the Executive Director of the LA-RICS Authority or his authorized representative.
- 2.11** "Fiscal Year" means the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12** "LA-RICS Authority" or "Authority" means the Los Angeles Regional Interoperable Communications System Authority, which is a California Joint Powers Authority established under California Government Code Section 6500, et. seq. consisting of representatives from cities, municipalities, the County of Los Angeles and other public agencies in the Los Angeles region.
- 2.13** "Notice to Proceed" means the date the Executive Director authorizes the Consultant to proceed with the Contract work.
- 2.14** "Work" means the tasks, responsibilities, work set forth in this Agreement and Exhibits, including but not limited to Exhibit A (Scope of Work) and includes all other labor, materials, equipment, and services provided or to be provided by the Consultant to fulfill the Consultant's obligations.

3. WORK

- 3.1** Pursuant to the provisions of this Contract, the Consultant must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth herein.
- 3.2** The scope of work shall be as outlined in Exhibit A (Scope of Work). No work shall commence on this project until a written Notice to Proceed (NTP) is issued by the Authority. The Authority does not guarantee or promise that any work will be assigned to Consultant under this Agreement until a written NTP is issued by the Authority. Consultant is also referred to herein as Consultant.
- 3.3** If the Consultant 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 Consultant, and the Consultant will have no claim whatsoever against the Authority.

4. TERM OF CONTRACT

- 4.1** The term of this Contract will be three (3) years commencing on the date of execution of the Contract by both parties.
- 4.2** The Authority will have the sole option to extend this Contract term for up to two (2) additional one-year renewal options, for a maximum total Contract term of five (5) years. Each such option and extension will be exercised at the sole discretion of the Authority.
- 4.3** The County maintains a database that tracks/monitors Consultant performance history, which the Authority utilizes. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future Authority contract or extension option.
- 4.4** The Consultant must notify Authority when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Consultant must send written notification to the Authority at the address provided in Exhibit C (Authority's Administration).

5. CONTRACT SUM

5.1 Total Contract Sum

The Contract Sum under this contract will be the total monetary amount payable by Authority to the Consultant for supplying all the tasks, deliverables, goods, services and other work specified under Exhibit A (Scope of Work) and in this Contract. Consultant will provide services at the rate identified in Exhibit B (Schedule of Prices).

5.2 Written Approval for Reimbursement

The Consultant 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 Consultant's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Consultant, 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 Authority's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Consultant must maintain a system of record keeping that will allow the Consultant to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Consultant must send written notification to the Authority at the address herein provided in Exhibit C (Authority's Administration).

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

The Consultant will have no claim against Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Consultant after the expiration or other termination of this Contract. Should the Consultant receive any such payment it must immediately notify the Authority and must immediately repay all such funds to the Authority. Payment by the Authority for services rendered after expiration/termination of this Contract will not constitute a waiver of Authority's right to recover such payment from the Consultant.

5.5 Invoices and Payments

5.5.1 The Consultant is required to obtain the Authority's Acceptance of all tasks, deliverables, goods, services, and other work specified in Exhibit A (Scope of Work) by way of Exhibit G (Work Acceptance Certificate [WAC]), which shall be signed by the Authority's Contract Manager set forth in Exhibit A (Scope of Work). The Consultant must invoice the Authority only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Scope of Work) and elsewhere hereunder and provide information that describes the work performed. The Consultant must prepare invoices, which will include the charges owed to the Consultant by the Authority under the terms of this Agreement, and be accompanied by a WAC.

- 5.5.2 The Consultant's payments will be as provided pursuant to Section 5.1 (Total Contract Sum) to this Agreement, and the Consultant will be paid only for the tasks, deliverables, goods, services, work hours and facility and other work authorized in writing by way of issuance of a Notice to Proceed (NTP) by the Authority. If the Authority does not approve work in writing, no payment will be due to the Consultant for that work.
- 5.5.3 The Consultant must submit the monthly invoices to the Authority by the 15th calendar day of the month following the month of service.
- 5.5.4 All invoices under this Agreement must be submitted via email to the LA-RICS Authority Fiscal Officer at Gina.Samy@la-rics.org or mail to:

LA-RICS Authority
Attention: Fiscal
2525 Corporate Place, Suite 200
Monterey Park, CA 91754

5.6 Authority Approval of Invoices

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

5.7 Unresolved Disallowed Costs

Consultant must not invoice the Authority for disallowed costs under the Contract. Correspondingly, the Consultant must not have unresolved disallowed costs in excess of One Hundred Thousand Dollars (\$100,000) that have been confirmed as disallowed costs by the Authority and remain unpaid for a period of six (6) months or more from the date of a County Auditor-Controller (A-C) Report. Unless such disallowed costs are the subject of current good faith negotiations, as determined in the sole discretion of the Authority, non-compliance by Consultant regarding this provision will constitute a material breach of Contract and may result in termination for default, in addition to any other remedies available to the Authority. Further, if Consultant has been determined to have unresolved disallowed costs in excess of \$100,000 for longer than six (6) months since the date of the A-C Report, they will be disqualified from future Authority solicitations unless such disallowed costs are the subject of good faith negotiations to resolve the disallowed costs, in the sole opinion of the Authority, or have been resolved.

5.8 Cost of Living Adjustments (COLA's)

If requested by the Consultant prior to the renewal of a contract option year, the Contract amount (hourly, daily, monthly, etc.) for the additional option year periods identified in Section 4 (Term of Contract), in particular Section 4.2, may at the sole discretion of the Authority, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the Contract commencement anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase will not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Before any COLA increase may take effect and become part of the contract, it will require a written amendment to the contract first, that has been formally approved and executed by the parties. To request a COLA, Consultant must submit a written request along with appropriate justification to the Contract Analyst identified in Exhibit C (Authority Administration) sixty (60) days prior to "the contract anniversary date" or "exercising the additional option year periods" identified in Section 4.2.

5.9 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.9.1 The Authority, 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 County Auditor-Controller (A-C).

5.9.2 The Consultant must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.9.3 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.

5.9.4 At any time during the duration of the contract, a Consultant may submit a written request for an exemption to this requirement. Such

request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6. ADMINISTRATION OF CONTRACT – AUTHORITY

6.1 Authority's Administration

A listing of all the Authority's Administration referenced in the following Sections are designated in Exhibit C (Authority's Administration). The Authority will notify the Consultant in writing of any changes as they occur.

6.2 Authority's Project Director

Responsibilities of the Authority's Project Director include:

- 6.2.1 Ensuring that the objectives of this Contract are met; and
- 6.2.2 Providing direction to the Consultant in the areas relating to Authority policy, information requirements, and procedural requirements.

6.3 Authority's Contract Manager

The responsibilities of the Authority's Contract Manager include:

- 6.3.1 Meeting with the Consultant's Project Manager on a regular basis and overseeing the day-to-day administration of this Contract; however, in no event will Consultant's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
- 6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Consultant.

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

6.4 Authority's Contract Analyst

The role of the Authority's Contract Analyst is to manage and facilitate the administrative functions of the Contract.

7. ADMINISTRATION OF CONTRACT – CONSULTANT

7.1 Consultant's Administration

A listing of all of Consultant's Administration referenced in the following paragraphs is designated in Exhibit D (Consultant's Administration). The Consultant will notify the Authority in writing of any change as they occur.

7.2 Consultant's Project Manager

The Consultant's Project Manager is designated in Exhibit D (Consultant's Administration). The Consultant must notify the Authority in writing of any change to Exhibit D (Consultant's Administration), as changes occur.

7.2.1 The Consultant's Project Manager will be responsible for the Consultant's day-to-day activities as related to this Contract and must coordinate with Authority's Contract Manager on a regular basis.

7.2.2 The Consultant's Project Manager will also be responsible for coordinating and communicating with the Authority's Project Director as may be needed.

7.3 Approval of Consultant's Staff

The Authority has the absolute right to approve or disapprove all of the Consultant's staff performing work hereunder and any proposed changes in the Consultant's staff, including, but not limited to, the Consultant's Project Manager.

7.4 Background and Security Investigations

7.4.1 Each of Consultant's staff performing services under this Contract who is in a designated sensitive position, as determined by Authority and in the Authority's sole discretion, must undergo and pass a background investigation to the satisfaction of Authority as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to criminal conviction information. The fees associated with the background investigation will be at the expense of the Consultant, regardless if the member of Consultant's staff passes or fails the background investigation.

- 7.4.2 If a member of Consultant's staff does not pass the background investigation, the Authority may request that the member of Consultant's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. The Authority will not provide to Consultant or to Consultant's staff any information obtained through the Authority's background investigation.
- 7.4.3 The Authority, in its sole discretion, may immediately deny or terminate facility access to any member of Consultant's staff that does not pass such investigation to the satisfaction of the Authority or whose background or conduct is incompatible with Authority and/or County facility access.
- 7.4.4 These terms will also apply to Subconsultants of Authority Consultants.
- 7.4.5 Disqualification of any member of Consultant's staff pursuant to this Section 7.5 will not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 Consultant 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, Authority policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Consultant must indemnify, defend, and hold harmless the Authority, its member agencies, subscribers and affiliate users of the LMR System, its directors, its appointed officers, employees, agents, volunteers, trustees, site owners, site lessors, and licensors, 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 Consultant, its officers, employees, agents, or Subconsultants, to comply with this Section, as determined by Authority in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Section will be conducted by Consultant and performed by counsel selected by Consultant and approved by the Authority. Notwithstanding the preceding sentence, the Authority will have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide the Authority with a full and adequate defense, as determined by the Authority, in its sole

judgment, Authority will be entitled to retain its own counsel, including, without limitation, Counsel to the Authority, and reimbursement from Consultant for all such costs and expenses incurred by Authority in doing so. Consultant will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the Authority without the Authority's prior written approval.

7.5.3 Consultant must inform all of its officers, employees, agents and subconsultants providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Consultant must sign and adhere to the provisions of Exhibit F (Consultant Acknowledgment, Confidentiality, and Copyright Assignment Agreement).

8. AMENDMENTS

8.1 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 must be prepared and executed by the Consultant and by Executive Director.

8.2 The Authority's Board of Directors may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The Authority reserves the right to add and/or change such provisions as required by the Authority's Board of Directors. To implement such changes, an Amendment to the Contract must be prepared and executed by the Consultant and by the Executive Director.

8.3 The Executive Director, may at their sole discretion, authorize extensions of time as defined in Section 4 (Term of Contract). The Consultant 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 Consultant and by Executive Director.

9. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

9.1 The Consultant must notify the Authority of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Consultant is restricted from legally notifying the Authority of pending acquisitions/mergers, then it should notify the Authority of the actual acquisitions/mergers as soon as the law allows and provide to the Authority the legal framework that restricted it from notifying the Authority prior to the actual acquisitions/mergers.

- 9.2** The Consultant 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 Authority, 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, the Authority consent will require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Authority to any approved delegate or assignee on any claim under this Contract will be deductible, at the Authority's sole discretion, against the claims, which the Consultant may have against the Authority.
- 9.3** Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any person or entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without Authority'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, the Authority will be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

10. AUTHORIZATION WARRANTY

The Consultant represents and warrants that the person executing this Contract for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Contract and that all requirements of the Consultant have been fulfilled to provide such actual authority.

11. BUDGET REDUCTIONS

In the event that the Authority's Board of Directors adopts, in any fiscal year, an LA-RICS 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, and by extension Authority contracts, the Authority 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 Consultant under this Contract will also be reduced correspondingly. The Authority's notice to the Consultant regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the LA-RICS Board's approval of such actions. Except as set forth in the preceding sentence, the Consultant must continue to provide all of the services set forth in this Contract.

12. COMPLAINTS

At the sole discretion of the Authority, the Consultant must develop and maintain operating procedures for receiving, investigating and responding to complaints.

- 12.1** Within twenty (20) business days after the Contract effective date, the Consultant must provide the Authority with the Consultant's procedures for receiving, investigating and responding to user complaints.
- 12.2** The Authority will review the Consultant's procedures and provide the Consultant with approval of said procedures or with requested changes.
- 12.3** If the Authority requests changes in the Consultant's procedures, the Consultant must make such changes and resubmit the procedures within five (5) business days for the Authority's approval.
- 12.4** If, at any time, the Consultant wishes to change the Consultant's procedures, the Consultant must submit proposed changes to the Authority for approval before implementation.
- 12.5** The Consultant must preliminarily investigate all complaints and notify the Authority's Project Manager and the Authority's Contract Manager of the status of the investigation within three (3) business days of receiving the complaint.
- 12.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 12.7** Copies of all written responses must be sent to the Authority's Project Manager and the Authority's Contract Manager within two (2) business days of mailing and/or emailing the complainant.

13. COMPLIANCE WITH APPLICABLE LAWS

- 13.1** In the performance of this Contract, Consultant 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.
- 13.2** Consultant must indemnify, defend, and hold harmless the Authority, its member agencies, its subscribers and affiliate users of the LMR System, its directors, its appointed officers, employees, agents, volunteers, trustees, site owners, site lessors, and licensors 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 Consultant, its officers, employees, agents, or

Subconsultants, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the Authority in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Section will be conducted by Consultant and performed by counsel selected by Consultant and approved by the Authority. Notwithstanding the preceding sentence, the Authority will have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide the Authority with a full and adequate defense, as determined by the Authority in its sole judgment, Authority will be entitled to retain its own counsel, including, without limitation, Counsel to the Authority, and reimbursement from Consultant for all such costs and expenses incurred by the Authority in doing so. Consultant 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 the Authority without the Authority's prior written approval.

14. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant 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, Consultant certifies to the Authority:

- 14.1** That Consultant has a written policy statement prohibiting discrimination in all phases of employment.
- 14.2** That Consultant periodically conducts a self-analysis or utilization analysis of its work force.
- 14.3** That Consultant has a system for determining if its employment practices are discriminatory against protected groups.
- 14.4** Where problem areas are identified in employment practices, the Consultant has a system for taking reasonable corrective action, to include establishment of goals or timetables.

15. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

15.1 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](#).

15.2 Written Employee Jury Service Policy

- ✓ Unless the Consultant, also referred to herein as Contractor, has demonstrated to the Authority'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 Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or the Authority or a subcontract with a County or an Authority Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County or Authority contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Authority, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the Authority under the Contract, the Subcontractor will also be subject to the provisions of this Section. The provisions of this Section will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

- ✓ 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 Authority 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 Authority may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the Authority's satisfaction that the Consultant 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 Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the Authority may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future Authority contracts for a period of time consistent with the seriousness of the breach.

16. CONFLICT OF INTEREST

16.1 No Authority or County employee whose position with the Authority or County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Contract. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder will in any way participate in the Authority's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the Authority's approval or ongoing evaluation of such work.

16.2 The Consultant 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 Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant 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 Authority. 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 Section will be a material breach of this Contract.

17. CONSULTANT RESPONSIBILITY AND DEBARMENT

17.1 Responsible Consultant

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

17.2 Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the Authority acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the Authority may, in addition to other

remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on Authority contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Consultant may have with the Authority.

17.3 Non-responsible Consultant

The Authority may debar a Consultant if the LA-RICS Board of Directors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the Authority or County or a nonprofit corporation created by the Authority or County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the Authority or County, any other public entity, or a nonprofit corporation created by the Authority or 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 Authority or any other public entity.

17.4 Contractor Hearing Board

- ✓ If there is evidence that the Consultant may be subject to debarment, the Authority will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant 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 Consultant and/or the Consultant's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Consultant Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Authority will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the County Board of Supervisors.
- ✓ After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Consultant Hearing Board.

- ✓ If a Consultant has been debarred for a period longer than five (5) years, that Consultant 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 Authority may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant 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 Authority.

- ✓ The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant 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 of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

17.5 Subconsultants of Consultant

These terms will also apply to Subconsultants of Authority Consultants.

18. CONSULTANT'S ACKNOWLEDGEMENT AND NOTICE TO ITS EMPLOYEES OF THE SAFELY SURRENDERED BABY LAW

The Consultant acknowledges that the County, and by extension the Authority, places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant must notify and provide to its employees, and will require each Subconsultant 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 Consultant understands that it is the County's policy to encourage all County and

Authority Consultants to voluntarily post the County's "[Safely Surrendered Baby Law Poster](#)" (available in [English/Spanish/Chinese/Korean](#)) in a prominent position at the Consultant's place of business. The Consultant will also encourage its subconsultants, if any, to post this poster in a prominent position in the subconsultant's place of business.

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

19. CONSULTANT'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

19.2 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and will during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and 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).

20. AUTHORITY'S QUALITY ASSURANCE PLAN

The Authority, or its agent(s) will monitor the Consultant's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Consultant's compliance with all Contract terms and conditions and performance standards. Consultant deficiencies which the Authority determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the LA-RICS Board of Directors and listed in the appropriate Consultant performance database. The report to the Board of Directors will include improvement/corrective action measures taken by the Authority and the Consultant. If improvement does not occur consistent with the corrective action measures, the Authority may terminate this Contract or impose other penalties as specified in this Contract.

21. DAMAGE TO AUTHORITY OR COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 21.1** The Consultant will repair, or cause to be repaired, at its own cost, any and all damage to Authority and/or County facilities, buildings, or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs must be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 21.2** If the Consultant fails to make timely repairs, the Authority may make any necessary repairs. All costs incurred by the Authority, as determined by the Authority, for such repairs must be repaid by the Consultant by cash payment upon demand.

22. EMPLOYMENT ELIGIBILITY VERIFICATION

- 22.1** The Consultant 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 Consultant 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 Consultant must retain all such documentation for all covered employees for the period prescribed by law.

- 22.2** The Consultant must indemnify, defend, and hold harmless, the Authority, its member agencies in the Authority, its subscribers and affiliates of the LMR System, its directors, its appointed officers, its agents, officers, employees, volunteers, trustees, site owners, site lessors, and site licensors from employer sanctions and any other liability which may be assessed against the Consultant or the Authority 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.

23. COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

- 23.1** 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.

- 23.2** The Authority and the Consultant 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 Section 8 (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.

24. FAIR LABOR STANDARDS

The Consultant must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the Authority 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 Consultant's employees for which the Authority may be found jointly or solely liable.

25. FORCE MAJEURE

- 25.1** 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 Subconsultants), 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 Section as "force majeure events").
- 25.2** Notwithstanding the foregoing, a default by a Subconsultant of Consultant will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such Subconsultant, and without any fault or negligence of either of them. In such case, Consultant will not be liable for failure to perform, unless the goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this Section the term "Subconsultant" and "Subconsultants" mean Subconsultant at any tier.
- 25.3** In the event Consultant's failure to perform arises out of a force majeure event, Consultant 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.

26. GOVERNING LAW, JURISDICTION, AND VENUE

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

27. INDEPENDENT CONSULTANT STATUS

27.1 This Contract is by and between the Authority and the Consultant 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 Authority and the Consultant. 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.

27.2 The Consultant 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 Authority 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 Consultant.

27.3 The Consultant understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the Authority. The Consultant 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 Consultant pursuant to this Contract.

27.4 The Consultant must adhere to the provisions stated in Section 7.5 (Confidentiality).

28. INDEMNIFICATION

The Consultant must indemnify, defend and hold harmless the Authority, its member agencies, its subscribers and affiliate users of the LMR System, its directors, appointed officers, employees, agents, volunteers, trustees, site owners, site lessors, and licensors ("Authority 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 Authority Indemnitees.

29. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

29.1 Without limiting Consultant's indemnification of the Authority, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Consultant must provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section 29 (General Provisions for all Insurance Coverage) and Section 30 (Insurance Coverage) 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 Consultant pursuant to this Contract. The Authority in no way warrants that the Required Insurance is sufficient to protect the Consultant for liabilities which may arise from or relate to this Contract.

29.2 Evidence of Coverage and Notice to Authority

- ✓ Certificate(s) of insurance coverage (Certificate) satisfactory to Authority, and a copy of an Additional Insured endorsement confirming the Authority and its Agents (defined below) has been given Insured status under the Consultant's General Liability policy, must be delivered to Authority at the address shown below and provided prior to commencing services under this Contract.
- ✓ Renewal Certificates must be provided to Authority not less than ten (10) days prior to Consultant's policy expiration dates. The Authority reserves the right to obtain complete, certified copies of any required Consultant and/or Subconsultant 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 Consultant 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 (\$50,000.00) dollars, and list any Authority required endorsement forms.
- ✓ Neither the Authority's failure to obtain, nor the Authority'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 Consultant, 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:

LA-RICS Authority
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Attention: LA-RICS Contracts Section
Scott.Edson@la-rics.org

- ✓ Consultant also must promptly report to Authority any injury or property damage accident or incident, including any injury to a Consultant employee occurring on Authority property, and any loss, disappearance, destruction, misuse, or theft of Authority property, monies or securities entrusted to Consultant. Consultant also must promptly notify the Authority of any third party claim or suit filed against Consultant or any of its Subconsultants which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Consultant and/or Authority.

29.3 Additional Insured Status and Scope of Coverage

The Authority, its member agencies, its subscribers and affiliate users of the LMR System, its directors, appointed officers, agents, employees, volunteers, trustees, site owners, site lessors, and licensors (collectively Authority and its Agents) must be provided additional insured status under Consultant's General Liability policy with respect to liability arising out of Consultant's ongoing and completed operations performed on behalf of the Authority. Authority and its Agents additional insured status must apply with respect to liability and defense of suits arising out of the Consultant's acts or omissions, whether such liability is attributable to the Consultant or to the Authority. The full policy limits and scope of protection also must apply to the Authority and its Agents as an additional insured, even if they exceed the Authority's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

29.4 Cancellation of or Change in Insurance

Consultant must provide Authority with, or Consultant's insurance policies must contain a provision that Authority 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 the Authority 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 Authority, upon which the Authority may suspend or terminate this Contract.

29.5 Failure to Maintain Insurance

Consultant'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 Authority immediately may withhold payments due to Consultant, and/or suspend or terminate this Contract. The Authority, at its sole discretion, may obtain damages from Consultant resulting from said breach. Alternatively, the Authority may purchase the Required Insurance, and without further notice to Consultant, deduct the premium cost from sums due to Consultant or pursue Consultant reimbursement.

29.6 Insurer Financial Ratings

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

29.7 Consultant's Insurance Must Be Primary

Consultant'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 Consultant. Any Authority maintained insurance or self-insurance coverage must be in excess of and not contribute to any Consultant coverage.

29.8 Waivers of Subrogation

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

29.9 Subconsultant Insurance Coverage Requirements

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

29.10 Deductibles and Self-Insured Retentions (SIRs)

Consultant's policies will not obligate the Authority to pay any portion of any Consultant deductible or SIR. The Authority retains the right to require

Consultant to reduce or eliminate policy deductibles and SIRs as respects the Authority, or to provide a bond guaranteeing Consultant'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.

29.11 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. Consultant understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

29.12 Application of Excess Liability Coverage

Consultants 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.

29.13 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.

29.14 Alternative Risk Financing Programs

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

29.15 Authority Review and Approval of Insurance Requirements

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

30. INSURANCE COVERAGE

30.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the Authority 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

30.2 Automobile Liability

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

30.3 Workers Compensation and Employers' Liability

Workers Compensation and Employer's 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 Consultant 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 Authority as the Alternate Employer. The written notice must be provided to the Authority 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 Consultant'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.

30.4 Professional Liability/Errors and Omissions

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

30.5 Technology Errors and 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 \$2 million.

30.6 Cyber Liability Insurance

The Consultant must secure and maintain cyber liability insurance coverage with limits of \$1 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 Authority 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 Consultant must add the Authority as an additional insured to its cyber liability insurance policy and provide to the Authority certificates of insurance evidencing the foregoing upon the Authority'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 Consultant's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

31. LIQUIDATED DAMAGES

- 31.1** If, in the judgment of the Executive Director, or their designee, the Consultant is deemed to be non-compliant with the terms and obligations assumed hereby, the Executive 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 Consultant'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 Consultant from the Authority, will be forwarded to the Consultant by the Executive Director, or their designee, in a written notice describing the reasons for said action.
- 31.2** If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Executive Director, or their designee, deems are correctable by the Consultant over a certain time span, the Executive Director, or their designee, will provide a written notice

to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Executive Director, or their designee, may: (a) Deduct from the Consultant'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 Consultant 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 Five Hundred Dollars (\$500) per day per infraction, hereunder, and that the Consultant will be liable to the Authority for liquidated damages in said amount. Said amount will be deducted from the Authority's payment to the Consultant; and/or (c) Upon giving five (5) days notice to the Consultant for failure to correct the deficiencies, the Authority may correct any and all deficiencies and the total costs incurred by the Authority for completion of the work by an alternate source, whether it be Authority forces or separate private Consultant, will be deducted and forfeited from the payment to the Consultant from the Authority, as determined by the Authority.

- 31.3** The action noted in Section 31.2 must not be construed as a penalty, but as adjustment of payment to the Consultant to recover the Authority cost due to the failure of the Consultant to complete or comply with the provisions of this Contract.
- 31.4** This Section must not, in any manner, restrict or limit the Authority's right to damages for any breach of this Contract provided by law or as specified in Section 31.2, and must not, in any manner, restrict or limit the Authority's right to terminate this Contract as agreed to herein.

32. MOST FAVORED PUBLIC ENTITY

If the Consultant's prices decline, or should the Consultant 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 Authority.

33. NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 33.1** The Consultant 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.

- 33.2** Consultant certifies to the Authority each of the following:
- ✓ That Consultant has a written policy statement prohibiting discrimination in all phases of employment.
 - ✓ That Consultant periodically conducts a self-analysis or utilization analysis of its work force.
 - ✓ That Consultant has a system for determining if its employment practices are discriminatory against protected groups.
 - ✓ Where problem areas are identified in employment practices, the Consultant has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 33.3** The Consultant 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.
- 33.4** The Consultant certifies and agrees that it will deal with its subconsultants, 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.
- 33.5** The Consultant 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.
- 33.6** The Consultant will allow Authority representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Section 33 when so requested by the Authority.
- 33.7** If the Authority finds that any provisions of this Section 33 have been violated, such violation will constitute a material breach of this Contract upon which the Authority may terminate or suspend this Contract. While the

Authority 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 Consultant has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the Authority that the Consultant has violated the anti-discrimination provisions of this Contract.

- 33.8** The parties agree that in the event the Consultant violates any of the anti discrimination provisions of this Contract, the Authority 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.

34. NON EXCLUSIVITY

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

35. 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.

36. NOTICE OF DISPUTES

The Consultant must bring to the attention of the Authority's Project Director and/or the Authority's Contract Manager any dispute between the Authority and the Consultant regarding the performance of services as stated in this Contract. If the Authority's Project Director is not able to resolve the dispute, the Executive Director, or designee will resolve it.

37. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant must notify its employees, and will require each subconsultant 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.

38. 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 Exhibit C (Authority's Administration) and Exhibit D (Consultant's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Executive Director or designee will have the authority to issue all notices or demands required or permitted by the Authority under this Contract.

39. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Consultant and the Authority 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.

40. PUBLIC RECORDS ACT

40.1 Any documents submitted by the Consultant; all information obtained in connection with the Authority's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Section 42 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the Authority. 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 Authority 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.

40.2 In the event the Authority 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 bid marked "trade secret", "confidential", or "proprietary", the Consultant agrees to defend and indemnify the Authority from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

41. PUBLICITY

41.1 The Consultant 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 Consultant's need to identify its services and related clients to sustain itself, the Authority will not inhibit the Consultant from publishing its role under this Contract within the following conditions:

- ✓ The Consultant must develop all publicity material in a professional manner; and
- ✓ During the term of this Contract, the Consultant 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 Authority without the prior written consent of the Authority's Project Director.

41.2 The Consultant may, without the prior written consent of the Authority, indicate in its bids and sales materials that it has been awarded this Contract with the Authority, provided that the requirements of this Section 41 (Publicity) will apply.

42. RECORD RETENTION AND INSPECTION-AUDIT SETTLEMENT

42.1 The Consultant must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Consultant must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Consultant agrees that the Authority, 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 Consultant and will be made available to the Authority during the term of this Contract and for a period of five (5) years thereafter unless the Authority's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the Authority's option, the Consultant will pay the Authority for travel, per diem, and other costs incurred by the Authority to examine, audit, excerpt, copy, or transcribe such material at such other location.

42.2 In the event that an audit of the Consultant is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant must file a copy of such audit report with the Authority and the Auditor Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this

Contract. Subject to applicable law, the Authority will make a reasonable effort to maintain the confidentiality of such audit report(s).

- 42.3** Failure on the part of the Consultant to comply with any of the provisions of this Section 42 will constitute a material breach of this Contract upon which the Authority may terminate or suspend this Contract.
- 42.4** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the Authority conduct an audit of the Consultant regarding the work performed under this Contract, and if such audit finds that the Authority's dollar liability for any such work is less than payments made by the Authority to the Consultant, then the difference must be either: a) repaid by the Consultant to the Authority by cash payment upon demand or b) at the sole option of the Authority or the Auditor-Controller, deducted from any amounts due to the Consultant from the Authority, whether under this Contract or otherwise. If such audit finds that the Authority's dollar liability for such work is more than the payments made by the Authority to the Consultant, then the difference will be paid to the Consultant by the Authority by cash payment, provided that in no event will the Authority's maximum obligation for this Contract exceed the funds appropriated by the Authority for the purpose of this Contract.

43. RECYCLED BOND PAPER

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

44. SUBCONTRACTING

- 44.1** The requirements of this Contract may not be subcontracted by the Consultant **without the advance approval of the Authority**. Any attempt by the Consultant to subcontract without the prior consent of the Authority may be deemed a material breach of this Contract.
- 44.2** If the Consultant desires to subcontract, the Consultant must provide the following information promptly at the Authority's request:
- ✓ A description of the work to be performed by the Subconsultant;
 - ✓ A draft copy of the proposed subcontract; and
 - ✓ Other pertinent information and/or certifications requested by the Authority.
- 44.3** The Consultant must indemnify and hold the Authority harmless with respect to the activities of each and every Subconsultant in the same manner and to the same degree as if such Subconsultant(s) were the Consultant employees.

- 44.4** The Consultant will remain fully responsible for all performances required of it under this Contract, including those that the Consultant has determined to subcontract, notwithstanding the Authority's approval of the Consultant's proposed subcontract.
- 44.5** The Authority's consent to subcontract will not waive the Authority's right to prior and continuing approval of any and all personnel, including Subconsultant employees, providing services under this Contract. The Consultant is responsible to notify its Subconsultants of this Authority right.
- 44.6** The Authority's Project Director is authorized to act for and on behalf of the Authority with respect to approval of any subcontract and Subconsultant employees. After approval of the subcontract by the Authority, Consultant must forward a fully executed subcontract to the Authority for their files.
- 44.7** The Consultant will be solely liable and responsible for all payments or other compensation to all Subconsultants and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the Authority's consent to subcontract.
- 44.8** The Consultant must obtain certificates of insurance, which establish that the Subconsultant maintains all the programs of insurance required by the Authority from each approved Subconsultant. Before any Subconsultant employee may perform any work hereunder, Consultant must ensure delivery of all such documents to:

LA-RICS Authority
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Attention: Contracts Section

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

Failure of the Consultant to maintain compliance with the requirements set forth in Section 19 (Consultant'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 Authority under any other provision of this Contract, failure of the Consultant to cure such default within ninety (90) calendar days of written notice will be grounds upon which the Authority may terminate this Contract pursuant to Section 47 (Termination for Default) and pursue debarment of the Consultant), pursuant to [County Code Chapter 2.202](#).

46. TERMINATION FOR CONVENIENCE

- 46.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the Authority, in its sole discretion, to be in its best interest. Termination of work hereunder will be effectuated by notice of termination to the Consultant 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.
- 46.2** After receipt of a notice of termination and except as otherwise directed by the Authority, the Consultant must stop work under this Contract on the date and to the extent specified in such notice.
- 46.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Contract must be maintained by the Consultant in accordance with Section 42 (Record Retention and Inspection/Audit Settlement).

47. TERMINATION FOR DEFAULT

- 47.1** The Authority may, by written notice to the Consultant, terminate the whole or any part of this Contract, if, in the judgment of Authority's Project Director:
- ✓ Consultant has materially breached this Contract; or
 - ✓ Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - ✓ Consultant 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 Authority may authorize in writing) after receipt of written notice from the Authority specifying such failure.
- 47.2** In the event that the Authority terminates this Contract in whole or in part as provided in Section 47.1, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, goods and services similar to those so terminated. The Consultant will be liable to the Authority for any and all excess costs incurred by the Authority, as determined by the Authority, for such similar goods and services. The Consultant will continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- 47.3** Except with respect to defaults of any Subconsultant, the Consultant will not be liable for any such excess costs of the type identified in Section 47.2 if its failure to perform this Contract arises out of causes beyond the control

and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the Authority 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 Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and Subconsultant, and without the fault or negligence of either of them, the Consultant will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required performance schedule. As used in this Section 47.3, the terms "Subconsultant" and "Subconsultants" mean Subconsultant(s) at any tier.

- 47.4** If, after the Authority has given notice of termination under the provisions of this Section 47, it is determined by the Authority that the Consultant was not in default under the provisions of this Section 47, or that the default was excusable under the provisions of Section 47.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Section 46 (Termination for Convenience).
- 47.5** The rights and remedies of the Authority provided in this Section 47 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

48. TERMINATION FOR IMPROPER CONSIDERATION

- 48.1** The Authority may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any Authority 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 Consultant's performance pursuant to the Contract. In the event of such termination, the Authority will be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.
- 48.2** The Consultant must immediately report any attempt by an Authority 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/>.

48.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

49. TERMINATION FOR INSOLVENCY

49.1 The Authority may terminate this Contract forthwith in the event of the occurrence of any of the following:

- ✓ Insolvency of the Consultant. The Consultant 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 Consultant is insolvent within the meaning of the Federal Bankruptcy Code;
- ✓ The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code;
- ✓ The appointment of a Receiver or Trustee for the Consultant; or
- ✓ The execution by the Consultant of a general assignment for the benefit of creditors.

49.2 The rights and remedies of the Authority provided in this Section 49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

50. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Consultant, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the Authority may, in its sole discretion, immediately terminate or suspend this Contract.

51. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the Authority will not be obligated for the Consultant's performance hereunder or by any provision of this Contract during any of the Authority's future fiscal years unless and until the Authority's Board of Directors appropriates funds for this Contract in the Authority'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 Authority will notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

52. 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.

53. WAIVER

No waiver by the Authority of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the Authority 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 Section 53 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54. WARRANTY AGAINST CONTINGENT FEES

54.1 The Consultant 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 Consultant for the purpose of securing business.

54.2 For breach of this warranty, the Authority 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.

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

55.1 Consultant acknowledges that the Authority has established a goal of ensuring that all individuals and businesses that benefit financially from the Authority 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 of Los Angeles and its taxpayers.

55.2 Unless Consultant qualifies for an exemption or exclusion, Consultant 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](#).

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

Failure of Consultant to maintain compliance with the requirements set forth in Section 55 (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 Authority under any other provision of this contract, failure of Consultant to cure such default within ten (10) days of notice will be grounds upon which Authority may terminate this Contract and/or pursue debarment of Consultant, pursuant to [Los Angeles County Code Chapter 2.206](#).

57. TIME OFF FOR VOTING

The Consultant must notify its employees, and must require each Subconsultant 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 Consultant and Subconsultants 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.

58. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

58.1 Consultant acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Consultants from engaging in human trafficking, which the Authority recognizes.

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

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

59. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

Consultant, and its Subconsultants, 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](#)). Consultant's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the Authority may, in its sole discretion, terminate the Contract.

60. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The Consultant acknowledges that the County, and by extension the Authority, 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 Consultant further acknowledges that the County and Authority strive to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Consultant, its employees and Subconsultants acknowledge and certify receipt and understanding of the CPOE. Failure of the Consultant, its employees or its Subconsultants to uphold the Authority's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Consultant to termination of contractual agreements as well as civil liability.

61. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A Bidder, or a Consultant or its subsidiary or Subconsultant ("Bidder/Consultant"), is prohibited from submitting a bid or proposal in an Authority solicitation if the Bidder/Consultant has provided advice or consultation for the solicitation. A Bidder/Consultant is also prohibited from submitting a bid or proposal in an Authority solicitation if the Bidder/Consultant has developed or prepared any of the solicitation materials on behalf of the Authority. A violation of this provision will result in the disqualification of the Consultant/Bidder from participation in the Authority solicitation or the termination or cancellation of any resultant Authority contract.

62. INJURY AND ILLNESS PREVENTION PROGRAM

Consultant 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.

63. CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING

Pursuant to [Government Code Section 84308](#), Consultant and its Subconsultants, 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 Section, may be a material breach of this Contract as determined in the sole discretion of the Authority.

64. INFORMATION SECURITY AND PRIVACY REQUIREMENTS

Consultant must comply with the requirements set forth in Exhibit E (Information Security and Privacy Requirements).

65. COMPLIANCE WITH COUNTY'S WOMEN IN TECHNOLOGY HIRING INITIATIVE

At the direction of the County Board of Supervisors, and by extension the Authority, 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 Authority rs. In support of the subject initiative, IT Consultants currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Consultants must report such programs available to: WITProgram@isd.lacounty.gov.

66. 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:

Section 1	Applicable Documents
Section 2	Definitions
Section 3	Work
Section 5.4	No Payment for Services Provided Following Expiration/Termination of Contract
Section 7.5	Confidentiality
Section 8	Amendments
Section 9	Assignment and Delegation/Mergers or Acquisitions
Section 13	Compliance with Applicable Laws
Section 24	Fair Labor Standards
Section 25	Force Majeure
Section 26	Governing Law, Jurisdiction, and Venue
Section 28	Indemnification
Section 29	General Provisions for all Insurance Coverage
Section 31	Liquidated Damages
Section 38	Notices
Section 42	Record Retention and Inspection-Audit Settlement
Section 46	Termination for Convenience
Section 47	Termination for Default
Section 52	Validity

Section 53	Waiver
Section 61	Prohibition from Participation in Future Solicitation(s)
Section 63	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Section 64	Information Security and Privacy Requirements
Section 66	Survival

IN WITNESS WHEREOF, Consultant has executed this Contract, or caused it to be duly executed and the Authority, by order of its Board of Directors, and has caused this Contract to be executed the day and year first above written.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

CONSULTANT

By: _____
Scott Edson
Executive Director

By: _____
Title

APPROVED AS TO FORM FOR THE LOS
ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY:

DAWYN R. HARRISON
County Counsel

By: _____
Truc L. Moore
Principal Deputy County Counsel

SCOPE OF WORK LA-RICS MANAGED INFORMATION TECHNOLOGY SERVICES

A. AUTHORITY'S CONTRACT MANAGER

The Authority's Contract Manager who will oversee the Consultant's work will be the Seargent Alvaro Sierra who can be contacted at asierra@lasd.org or, (323) 881-8175 or at (323) 527-3179 and will be available Monday through Thursday, 7 a.m. to 5 p.m. The Authority's Contract Manager, designee, or the Executive Director are the only persons authorized by the Authority to request work of the Consultant.

B. BACKGROUND

The purpose of this Scope of Work (SOW) is for professional Managed Information Technology (IT) Services to support, among other things, the LA-RICS Authority's technology infrastructure, end users, and cloud environment. The Authority currently operates with approximately thirty (30) users and utilizes Microsoft 365 services including Exchange Online, SharePoint, OneDrive, and Microsoft Teams. Dell laptops are used as primary user devices.

Moreover, LA-RICS partners with the County of Los Angeles Sheriff's Department (LASD) for its internet services (i.e. router, DNS, DHCP), firewall management, and printer management. As such, coordinating with LASD on behalf of LA-RICS may be necessary from time to time.

As part of this SOW, the Consultant will deliver proactive monitoring, administration, cybersecurity, technical support, and strategic IT guidance to ensure reliable, secure, and efficient technology operations.

C. WORK LOCATION

The office work location is as follows:

LA-RICS Headquarters
2525 Corporate Place, Suite 200
Monterey Park, CA 91754

The Consultant's offices may be located offsite. In the event it is necessary for the Consultant to perform and/or carry out any of the scope/responsibilities set forth in this Exhibit A (Scope of Work) at the LA-RICS office work location, Consultant shall comply.

D. HOURS AND DAYS OF SERVICE

The hours of services shall be primarily available during normal business hours, which is from 8 a.m. to 5:30 p.m. Monday through Friday, except County observed holidays, unless otherwise agreed upon between the Authority and Consultant. However, there may be instances when the Consultant will be required to work outside of normal business hours in order to perform the Base Scope of Services work and services set forth in this Exhibit A (Scope of Work). It is estimated the Base Scope of Service hours will amount to approximately forty (40) hours per month. However, this is only an estimate, and the Base Scope of Service hours may be less than or may exceed forty (40) hours per month. Irrespective of the Base Scope of Service hours provided per month, either less than or more than forty (40) hours per month, Consultant will be paid the monthly rate identified in Exhibit B (Schedule of Prices).

Holidays observed by the County of Los Angeles and by extension the Authority are as follows:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Indigenous Peoples Day
Presidents' Day	Veterans Day
Farmworkers Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	

E. BASE SCOPE OF SERVICES

1. ENVIRONMENT SUMMARY

The LA-RICS technological environment consists of the following:

- ✓ Approximately thirty (30) users
- ✓ Dell laptops running Windows
- ✓ Microsoft 365 environment including Exchange Online, SharePoint, Microsoft Security, OneDrive, and Microsoft Teams
- ✓ Cloud-based document collaboration
- ✓ Remote and office-based users
- ✓ Standard business productivity applications
- ✓ Internet Services provided by LASD (router, DNS, DHCP)
- ✓ Firewalls managed by LASD
- ✓ Printers managed by LASD via Xerox

2. MANAGED IT SERVICES

Consultant shall deliver comprehensive managed IT services including, but not limited to, help desk support, system administration, cybersecurity, and proactive monitoring.

2.1 Help Desk Support

- a. Consultant shall provide help desk support services including phone, email, and remote support. Troubleshoot Windows OS, Microsoft 365 applications, email issues, printer problems, SharePoint access, network connectivity, and laptop performance issues. Assist with password resets, account access issues, and system troubleshooting.
- b. Consultant will be required to communicate and coordinate with LASD, on behalf of the Authority, from time to time as LASD manages LA-RICS' internet services, firewall management, printer management. Until such time as the Consultant becomes familiar with LA-RICS' IT infrastructure, initially communications with LASD will be filtered through the Authority's Contract Manager. Once the Authority's Contract Manager is satisfied with the Consultant's knowledge and understanding of the LA-RICS IT infrastructure and has established a professional rapport with LASD IT personnel, then the Consultant will be granted discretion to work directly with LASD IT personnel.
- c. Help desk notifications will be initiated by the Authority and may be in the form of a phone call, an email transmission, or the initiation of a ticket in a Help Desk ticketing system (as may be used by the Consultant). Response times are detailed in Section 4 (Service Level Expectations) of this Exhibit A (Scope of Work).
- d. Standard support hours will be primarily during normal working hours as described in Section D (Hours and Days of Service) of this Exhibit A (Scope of Work). However, Consultant is required to perform all the Base Scope of Services work identified in Section E (Base Scope of Services) of this Exhibit A (Scope of Work), irrespective if the work is required to be performed within normal working hours **OR** outside of normal working hours.
- e. At the discretion of the Authority, Consultant shall ensure a Consultant employee reports to the LA-RICS Headquarters once a month to deliver on-site Help Desk Services. The Authority's Contract Manager will coordinate these on-site services.

2.2 Microsoft 365 Administration

Consultant shall provide Microsoft Office 365 support as follows:

- ✓ User account creation, modification, and removal
- ✓ License management
- ✓ Exchange Online administration
- ✓ SharePoint administration and permissions
- ✓ OneDrive management
- ✓ Microsoft Teams management
- ✓ Distribution groups and shared mailboxes
- ✓ Multi-Factor Authentication (MFA) management
- ✓ Conditional Access policies
- ✓ Mail flow troubleshooting
- ✓ Security monitoring for suspicious logins
- ✓ Policy or Configuration management

2.3 Device Management

Consultant shall provide Device Management support as follows:

- ✓ Laptop configuration and deployment
- ✓ Device inventory tracking
- ✓ Windows operating system updates
- ✓ Patch management
- ✓ Endpoint security configuration
- ✓ Remote device management
- ✓ Antivirus or Endpoint Detection and Response (EDR)
- ✓ Hard drive encryption using BitLocker
- ✓ Hardware troubleshooting
- ✓ Warranty coordination with HP

2.4 Cybersecurity Services

Consultant shall provide Cybersecurity services and support as follows:

- ✓ Endpoint protection and EDR monitoring
- ✓ Antivirus management
- ✓ Email phishing protection
- ✓ Malware protection
- ✓ Security patching
- ✓ Vulnerability scanning

- ✓ Security incident response
- ✓ Security awareness training for employees

2.5 Backup and Disaster Recovery

Consultant shall provide Backup and Disaster Recovery support via the LA-RICS DATTO SAAS product as follows:

- ✓ Microsoft 365 backups
- ✓ SharePoint backups and restoration
- ✓ OneDrive backups and File restoration
- ✓ Email backups and restoration
- ✓ Backup monitoring
- ✓ Backup restoration testing
- ✓ Disaster recovery planning

2.6 SharePoint and File Management

Consultant shall provide SharePoint and File Management support as follows:

- ✓ Folder structure management
- ✓ Permission management
- ✓ File access troubleshooting
- ✓ Document library configuration
- ✓ Version control management
- ✓ SharePoint site creation and maintenance

2.7 Network Support (If Applicable)

Consultant shall provide Network Support as follows as may be needed:

- ✓ Router and firewall management
- ✓ Wi-Fi configuration and troubleshooting
- ✓ Network performance monitoring
- ✓ VPN configuration
- ✓ Secure remote access setup

2.8 IT Asset Management

Consultant shall provide IT Asset Management support services as follows:

- ✓ Device inventory
- ✓ Software license tracking
- ✓ Warranty tracking
- ✓ Hardware lifecycle management
- ✓ Asset documentation

2.9 System Monitoring and Maintenance

Consultant shall provide System Monitoring and Maintenance support services as follows:

- ✓ Device health monitoring
- ✓ Security monitoring
- ✓ Performance monitoring
- ✓ Disk usage monitoring
- ✓ Patch management
- ✓ Preventative maintenance
- ✓ Compliance audits
- ✓ Data Loss Prevention (DLP)

2.10 Onboarding and Offboarding

Consultant shall provide Onboarding and Offboarding support services. Employee onboarding support includes Microsoft 365 account setup, license assignment, laptop configuration, email setup, SharePoint access, and security configuration.

Employee offboarding support includes disabling accounts, securing company data, transferring files or email if needed, removing device access, and reclaiming licenses.

2.11 Compliance and Security Policies

Consultant shall assist with the development and maintenance of IT policies including acceptable use policy, data security policy, password policy, backup policy, and incident response plan.

2.12 IT Strategy and Consulting

Consultant shall provide IT Strategy and Consulting support services as follows:

- ✓ IT budgeting guidance
- ✓ Technology roadmap planning
- ✓ Cybersecurity improvement recommendations

- ✓ Infrastructure planning
- ✓ Vendor and software recommendations

2.13 Ancillary Services

Consultant shall provide ancillary services on an as-needed basis as follows:

- ✓ Provide Training in connection with IT related managed services
- ✓ Participate in price negotiations for IT related needs
- ✓ IT Equipment inventory audits
- ✓ Home printer and smart device setup
- ✓ Security penetration testing

3. REPORTING AND DOCUMENTATION

Consultant shall deliver to the Authority monthly reporting, which shall include service reports, security reports, system health reports, and asset inventory updates. At commencement of the Agreement, Consultant shall provide the Authority with a draft report for approval demonstrating what information will be contained in the monthly reporting moving forward.

Consultant shall also maintain documentation for systems, architecture, and IT procedures.

4. SERVICE LEVEL EXPECTATIONS (SLA)

Consultant shall respond to notifications initiated by the Authority regarding IT problems and/or issues and repair and/or remediate such problems and/or issues as detailed in the SLA classifications as follows:

- ✓ **Critical System Outage** – Consultant shall respond within one (1) hour of notification by the Authority.
- ✓ **Standard Support Request** – Consultant shall respond within eight (8) hours or one (1) business day of notification by the Authority.
- ✓ **Low Priority Request** – Consultant shall respond within two (2) business days of notification by the Authority.

Notifications initiated by the Authority may be in the form of a phone call, an email transmission, or the initiation of a ticket in a Help Desk ticketing system (as may be used by the Consultant). Once the Consultant is in receipt of notification, Consultant will assign an SLA classification.

The Authority reserves the right to determine the SLA classification of a reported problem/issue. The Authority further reserves the right to escalate or downgrade an SLA classification assigned by Consultant.

5. SECURITY AND CONFIDENTIALITY

The IT provider must maintain strict confidentiality of all organizational data and follow cybersecurity best practices.

F. ADDITIONAL SERVICES

Consultant may be requested to perform other work, tasks, services, duties, not otherwise described in this Exhibit A (Scope of Work), as may be necessary, to carry out the Authority's IT goals and objectives. Any request by the Authority for such work, tasks, services, duties will be mutually agreed to by both parties prior to the commencement of any such work. The Authority and the Consultant may mutually agree to develop a quote and amend the Agreement pursuant to Section 8 (Amendments) of the Agreement to include work that is not reasonably included in the scope and responsibilities set forth in this Exhibit A (Scope of Work).

Such additional work, tasks, services, duties may include, but not be limited to, the following:

- ✓ Cloud migrations
- ✓ Software acquisition and implementation
- ✓ Any other IT related service that is not otherwise reasonably included in this Exhibit A (Scope of Work)

G. CONSULTANT QUALIFICATIONS

The Consultant must have and maintain the qualifications set forth in this Section G (Consultant Qualifications) throughout the duration of the contract term:

1. Consultant must have a minimum of three (3) years' experience within the last five (5) years working with Microsoft Exchange, Microsoft Office 365, Microsoft 365, including Microsoft Azure, system networking, and cloud platforms.
2. Consultant's staff, that are assigned to the Authority to perform the services detailed in this Exhibit A (Scope of Work) on behalf of the Consultant, must have a CompTIA Network+ certification or equivalent IT certifications.
3. Consultant's staff, that are assigned to the Authority to perform the services detailed in this Exhibit A (Scope of Work) on behalf of the Consultant, must pass a background and security investigation as a condition of beginning and continuing work.

EXHIBIT B
SCHEDULE OF PRICES

NOT ATTACHED TO SAMPLE CONTRACT

EXHIBIT C
AUTHORITY'S ADMINISTRATION

CONTRACT NO. _____

AUTHORITY'S EXECUTIVE DIRECTOR

Name: Scott Edson
Title: Executive Director
Address: 2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Telephone: (323) 881-8281
E-mail Address: Scott.Edson@la-rics.org

AUTHORITY'S PROJECT DIRECTOR

Name: Joseph Dominguez
Title: Lieutenant
Address: 2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Telephone: (323) 881-8275
E-mail Address: jfdoming@lasd.org

AUTHORITY'S CONTRACT MANAGER

Name: Alvaro (Al) Sierra
Title: Sargant
Address: 2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Telephone: (323) 881-8175
E-mail Address: asierra@lasd.org

AUTHORITY'S CONTRACT ANALYST

Name: Melissa Saradpon
Title: Contract Analyst
Address: 2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Telephone: (323) 881-8289
E-mail Address: Melissa.Saradpon@la-rics.org

EXHIBIT D CONSULTANT'S ADMINISTRATION

CONSULTANT NAME: _____

CONTRACT NO. _____

CONSULTANT'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.](#)

CONSULTANT'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 CONSULTANT:

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.](#)

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

The Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority) is committed to safeguarding the Integrity of the Authority and its member agencies, subscriber and affiliates, systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit (Exhibit E) sets forth the Authority and the Consultant'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 Information Security and privacy requirements and procedures in this Exhibit are to be established by the Consultant before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the Authority and Consultant (the "Contract") and any other agreements between the parties. However, it is the Consultant's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all Authority Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Consultant, entitling the Authority, 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. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Agreement, the definitions herein contained are specific to the uses within this Exhibit E.

- 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. **Authority Information:** all Data and Information belonging to the Authority.
- 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 Authority 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 Authority'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 Authority 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 Authority 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 the Authority is under the direct control of the Authority, whether or not they are paid by the Authority. This includes, but may not be limited to, full and part time elected or appointed officials, employees of the County and other member agencies, affiliates, associates, students, volunteers, and staff from third-party entities who provide service to the Authority.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

a. Information Security Program

The Consultant shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the Authority Information covered under this Agreement.

Consultant's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Consultant 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 Consultant shall exercise the same degree of care in safeguarding and protecting Authority Information that the Consultant exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Consultant will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of Authority Information.

The Consultant's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of Authority Information in the Consultant's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of Authority Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Authority Information;
- Protect against accidental loss or destruction of, or damage to, Authority Information; and
- Safeguard Authority Information in compliance with any applicable laws and regulations which apply to the Consultant.

b. Privacy Program

The Consultant 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 Authority Information. The Consultant'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 will be provided to all Consultant employees, agents, and volunteers. The Consultant'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 Consultant's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

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

The Consultant Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Consultant 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 Authority 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 AUTHORITY INFORMATION

All Authority Information is deemed property of the Authority, and the Authority shall retain exclusive rights and ownership thereto. Authority Information shall not be used by the Consultant for any purpose other than as required under this Agreement, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Consultant, or commercially exploited or otherwise used by, or on behalf of, the Consultant, its officers, directors, employees, or agents. The Consultant may assert no lien on or right to withhold from the Authority, any Authority Information it receives from, receives addressed to, or stores on behalf of, the Authority. Notwithstanding the foregoing, the Consultant may aggregate, compile, and use Authority Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the

Consultant, provided that (i) no Authority Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the Authority, 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 Consultant specifically consents to the Authority's access to such Authority Information held, stored, or maintained on any and all devices Consultant owns, leases or possesses.

4. CONSULTANT'S USE OF AUTHORITY INFORMATION

The Consultant may use Authority Information only as necessary to carry out its obligations under this Agreement. The Consultant shall collect, maintain, or use Authority Information only for the purposes specified in the Agreement 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 Authority 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 AUTHORITY INFORMATION AND DATA

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

6. CONFIDENTIALITY

a. Confidentiality of Authority Information

The Consultant agrees that all Authority Information is Confidential and proprietary to the Authority regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".

b. Disclosure of Authority Information

The Consultant may disclose Authority Information only as necessary to carry out its obligations under this Agreement, or as required by law, and is prohibited from using Authority Information for any other purpose without the prior express written approval of the Authority contract administrator in consultation with the Authority's Executive Director. If required by a court of competent jurisdiction or an administrative body to disclose Authority Information, the Consultant shall notify the Authority's contract administrator immediately and prior to any such disclosure, to provide the Authority 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 Agreement, the Consultant may encounter Authority Non-public Information ("NPI") in the course of performing this

Agreement, 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 County of Los Angeles Board of Supervisors Policy 6.104 (Information Classification Policy) as NPI, which by extension is applicable to the Authority. The Consultant shall not disclose or publish any Authority NPI and material received or used in performance of this Agreement. This obligation is perpetual.

d. Individual Requests

The Consultant shall acknowledge any request or instructions from the Authority regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Consultant shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the Authority within seven (7) calendar days. If an individual makes a request directly to the Consultant involving Authority Information, the Consultant shall notify the Authority within five (5) calendar days and the Authority will coordinate an appropriate response, which may include instructing the Consultant to assist in fulfilling the request. Similarly, if the Consultant receives a privacy or security complaint from an individual regarding Authority Information, the Consultant shall notify the Authority as described in Section 14 (Security and Privacy Incidents), and the Authority will coordinate an appropriate response.

e. Retention of Authority Information

The Consultant shall not retain any Authority Information for any period longer than necessary for the Consultant to fulfill its obligations under the Agreement and applicable law, whichever is longest.

7. CONSULTANT EMPLOYEES

The Consultant shall perform background and security investigation procedures in the manner prescribed in this Exhibit unless the Agreement prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this Exhibit.

To the extent permitted by applicable law, the Consultant shall screen and conduct background investigations on all Consultant employees and Subconsultants as appropriate to their role, with access to the Authority Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Consultant, regardless of whether the member of the Consultant's staff passes or fails the background investigation. The Consultant, in compliance with its legal obligations, shall conduct an individualized assessment of their

employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to Authority Information to ensure that no individual accesses Authority Information whose past criminal conduct poses a risk or threat to Authority Information.

The Consultant and its employees, agents, and volunteers to abide by the requirements in this Exhibit.

The Consultant shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Consultant agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of Authority Information:** The proper identification, storage, transfer, archiving, and destruction of Authority Information.
- d) **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.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Consultant's Privacy Policies and procedures as described in Section 2.b (Privacy Program) of this Exhibit E.

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

8. SUBCONSULTANTS AND THIRD PARTIES

The Authority acknowledges that in the course of performing its services, the Consultant may desire or require the use of goods, services, and/or assistance of Subconsultants or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subconsultants and third parties. The Consultant or third party shall be subject to the following terms and conditions: (i) each Subconsultant and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Consultant 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 Agreement including this Exhibit; and (ii) the Consultant shall be and remain fully liable for the acts and omissions of each Subconsultant and third party, and fully responsible for the due and proper performance of all Consultant obligations under this Agreement.

The Consultant shall obtain advanced approval from the Authority's Executive Director prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF AUTHORITY INFORMATION

All Authority Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Consultant 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 Authority Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the Authority's Executive Director.

The Consultant will encrypt Authority Information transmitted on networks outside of the Consultant'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 Authority's Executive Director.

In addition, the Consultant shall not store Authority Information in the cloud or in any other online storage provider without written authorization from the Executive Director. All mobile devices storing Authority 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 Authority's Executive Director.

10. RETURN OR DESTRUCTION OF AUTHORITY INFORMATION

The Consultant shall return or destroy Authority Information in the manner prescribed in this Exhibit unless the Agreement prescribes procedures for returning or destroying Authority Information and those procedures are no less stringent than the procedures described in this Exhibit.

a. Return or Destruction

Upon Authority's written request, or upon expiration or termination of this Agreement for any reason, Consultant shall (i) promptly return or destroy, at the Authority's option, all originals and copies of all documents and materials it has received containing Authority 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 Agreement; and (iii) deliver or destroy, at the

Authority'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 Consultant, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Exhibit. For all documents or materials referred to in Subsections (i) and (ii) of this Exhibit that the Authority requests be returned to the Authority, the Consultant shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the Authority. For documents or materials referred to in Subsections (i) and (ii) of this Exhibit that the Authority requests be destroyed, the Consultant shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Exhibit. Upon termination or expiration of the Agreement or at any time upon the Authority's request, the Consultant shall return all hardware, if any, provided by the Authority to the Consultant. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the Authority.

b. Method of Destruction

The Consultant 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 Authority Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the Authority Information cannot be retrieved. The Consultant will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the Authority Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated Authority contract manager within ten (10) days of termination or expiration of the Agreement or at any time upon the Authority's request. On termination or expiration of this Agreement, the Authority will return or destroy all Consultant's Information marked as confidential (excluding items licensed to the Authority hereunder, or that provided to the Authority by the Consultant hereunder), at the Authority's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Consultant facilities that process Authority 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.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Consultant 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 14 (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 Consultant 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 Authority 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 Authority 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 Consultant makes backups to removable media (as described in Section 9 (Storage and Transmission of Authority Information)), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 (Storage and Transmission of Authority Information).

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 (Storage and Transmission of Authority Information), Authority Information (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly approved by the Authority's Executive Director in writing; and (ii) if transferred using removable media (as described in Section 9 (Storage and Transmission of Authority Information) must be sent via a bonded courier and protected using encryption technology designated by the Consultant and approved by the Authority's Executive Director in writing. The foregoing requirements shall apply to back-up media stored by the Consultant at off-site facilities.

The Consultant shall implement formal procedures to control access to Authority 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 Consultant will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to Authority Information is removed in a timely manner;
- d. Applications will include access control to limit user access to Authority Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Consultant shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 (Security and Privacy Incidents); and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 (Storage and Transmission of Authority Information)) must be disposed of or sent off-site for servicing, the Consultant shall ensure all Authority Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 (Storage and Transmission of Authority Information).

14. SECURITY AND PRIVACY INCIDENTS

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

- a. Promptly notify the Authority's Executive Director and Designee within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

Executive Director

Scott Edson
Authority's Executive Director
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
(323) 881-8281
scott.edson@la-rics.org

- 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 Authority Information involved in the reported Incident,
 - 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 Authority to investigate the Incident and seek to identify the specific Authority Information involved in the Incident upon the Authority's written request, without charge, unless the Incident was caused by the acts or omissions of the Authority. As Information about the Incident is collected or otherwise becomes available to the Consultant, and unless prohibited by law, the Consultant shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the Authority to allow the Authority 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 Authority, law firms, and and/or law enforcement agencies at the direction of the Authority to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the Authority on any additional disclosures that the Authority is required to make as a result of the Incident.
- f. Allow the Authority or its third-party designee at the Authority's election to perform audits and tests of the Consultant'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 Authority Information.

Notwithstanding any other provisions in this Agreement and Exhibit, the Consultant 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 Authority Information caused by the Authority's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Consultant acknowledges and agrees that due to the unique nature of Authority 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 Authority, and therefore, that upon any such breach, the Authority 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 Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of the Authority.

16. AUDIT AND INSPECTION

- a. Self-Audits

The Consultant 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 Consultant'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 Authority.

The Consultant 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 Consultant shall provide the audit results and any corrective action documentation to the Authority promptly upon its completion at the Authority's request. With respect to any other report, certification, or audit or test results prepared or received by the Consultant that contains any Authority Information, the Consultant shall promptly provide the Authority with copies of the same upon the Authority's reasonable request, including identification of any failure or exception in the Consultant's Information systems, products, and services, and the corresponding steps taken by the Consultant to mitigate such failure or exception. Any reports and related materials provided to the Authority pursuant to this Exhibit shall be provided at no additional charge to the Authority.

b. Authority Requested Audits

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

Such audit shall be conducted during the Consultant's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Consultant's normal business operations. The Authority'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 Consultant customers

such as IP address, server names, etc. The Consultant shall cooperate with the Authority 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 Authority. The Consultant agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

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

17. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Agreement, the Consultant agrees to indemnify, defend, and hold harmless the Authority, its member agencies, directors, elected and appointed officers, agents, employees, volunteers, trustees, site owners, site lessors and licensors, from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Consultant's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using Authority Information;
- The Consultant's failure to perform or comply with any terms and conditions of this Agreement or related agreements with the Authority; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any Authority Information that occurs on the Consultant's systems or networks (including all costs and expenses incurred by the Authority to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the Authority shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide Authority with a full and adequate defense, as determined by Authority in its sole judgment, Authority shall be entitled to retain its own counsel, including, without limitation, Counsel to the Authority, and to reimbursement from Consultant for all such costs and expenses incurred by Authority in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of Authority without Authority's prior written approval.

EXHIBIT F CONSULTANT ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Note: This certification is to be executed and returned to Authority accompanied with Consultant's executed Contract. Work cannot begin on the Contract until Authority receives this executed document.

Consultant Name: _____ Contract No. _____

GENERAL INFORMATION

The Consultant referenced above has entered into a contract with the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority) to provide certain services to the Authority. The Authority requires the Corporation to sign this Consultant Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONSULTANT ACKNOWLEDGEMENT

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

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

CONFIDENTIALITY AGREEMENT

Consultant and Consultant's Staff may be involved with work pertaining to services provided by the Authority and, if so, Consultant and Consultant's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the Authority. In addition, Consultant and Consultant's Staff may also have access to proprietary information supplied by other vendors doing business with the Authority. The Authority 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. Consultant and Consultant's Staff understand that if they are involved in Authority work, the Authority must ensure that Consultant and Consultant's

Staff, will protect the confidentiality of such data and information. Consequently, Consultant must sign this Confidentiality Agreement as a condition of work to be provided by Consultant's Staff for the Authority.

Consultant and Consultant'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 Consultant and the Authority. Consultant and Consultant's Staff agree to forward all requests for the release of any data or information received to the Authority's Project Manager.

Consultant and Consultant'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 Authority, design concepts, algorithms, programs, formats, documentation, Consultant proprietary information and all other original materials produced, created, or provided to Consultant and Consultant's Staff under the above-referenced contract. Consultant and Consultant's Staff agree to protect these confidential materials against disclosure to other than Consultant or Authority employees who have a need to know the information. Consultant and Consultant's Staff agree that if proprietary information supplied by other Authority vendors is provided to me during this employment, Consultant and Consultant's Staff must keep such information confidential.

Consultant and Consultant's Staff agree to report any and all violations of this agreement by Consultant and Consultant's Staff and/or by any other person of whom Consultant and Consultant's Staff become aware.

Consultant and Consultant's Staff acknowledge that violation of this agreement may subject Consultant and Consultant's Staff to civil and/or criminal action and that the Authority may seek all possible legal redress.

COPYRIGHT ASSIGNMENT AGREEMENT

Consultant and Consultant'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 Consultant and Consultant'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 Authority. In this connection, Consultant and Consultant's Staff hereby assign and transfer to the Authority 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 Authority, Consultant and Consultant's Staff agree to promptly execute and deliver to Authority all papers, instruments, and other documents requested by the Authority, and to promptly perform all other acts requested by the Authority to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a separate Assignment and Transfer of Copyright Agreement.

The Authority will have the right to register all copyrights in the name of the LA-RICS Authority and will have the right to assign, license, or otherwise transfer any and all of the Authority's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____ 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.](#)



LA-RICS

WORK ACCEPTANCE CERTIFICATE

Date: _____

Contractor/Agency: _____

Contract No.: _____

Site Name/Site ID: _____

Date(s) Work Completed: _____

Sum Payable Contemplated in this WAC: \$ _____

DESCRIPTION OF WORK COMPLETED		
Deliverables and/or Supporting Document Attached:	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>
Contractor Invoice No. (if applicable):		
IF "NO" SUPPORTING DOCUMENTATION IS ATTACHED – EXPLANATION / JUSTIFICATION REQUIRED		

Project Management Approval (if applicable): _____

Technical Team and/or Operational Team Approval (if applicable): _____

Contracts / Grants / Fiscal Recommendation: _____

Lt. Recommendation to Executive Director: _____

Executive Director Approval: _____

AUTHORITY COMMENTS (IF ANY)

REQUIRED FORMS

Attachment 1	Certification of Compliance
Attachment 2	Organization Questionnaire/Affidavit
Attachment 3	Contributions and Agent Declaration Form
Attachment 4	Schedule of Prices
Attachment 5	Minimum Mandatory Requirements
Attachment 6	List of Public Entities
Attachment 7	List of References
Attachment 8	Debarment History and List of Terminated Contracts
Attachment 9	Declaration

ATTACHMENT 1 ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

BIDDER INFORMATION	
Bidder Name: Click or tap here to enter text.	County Webven Number: Click or tap here to enter text.
Email Address: Click or tap here to enter text.	
Address: Click or tap here to enter text.	Telephone Number: Click or tap here to enter text.
Internal Revenue Service Employer Identification Number: Click or tap here to enter text.	California Business License Number: Click or tap here to enter text.
Unique Entity Identifier (UEI): Click or tap here to enter text.	

QUESTIONNAIRE/AFFIDAVIT	
1.	<p>Select the option that best defines your firm's business structure:</p> <p><input type="checkbox"/> Corporation</p> <p><input type="checkbox"/> Limited Liability Company (LLC)</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Sole Proprietorship</p> <p><input type="checkbox"/> Non-Profit</p> <p><input type="checkbox"/> Franchise</p> <p><input type="checkbox"/> Other (Specify)</p>
	<p>If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): Click or tap here to enter text.</p> <p>State of Incorporation: Click or tap here to enter text. Year of Incorporation: Click or tap here to enter text.</p> <p>If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner: Click or tap here to enter text.</p> <p>If Other: Specify business structure name: Click or tap here to enter text.</p>
2.	<p>Is your firm doing business under one or more DBA's?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
	<p>Name: Click or tap here to enter text.</p> <p>Country of Registration: Click or tap here to enter text.</p> <p>Year became DBA: Click or tap here to enter text.</p>
3.	<p>Is your firm wholly/majority owned by, or a subsidiary of another firm?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
	<p>If yes, indicate name of Parent Firm and State of Incorporation.</p> <p>Name of Parent Firm: Click or tap here to enter text.</p> <p>State of Incorporation or registration of parent firm: Click or tap here to enter text.</p>
4.	<p>Has your firm done business under other names within last five (5) years?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
	<p>If yes, indicate any other names and the year of name change.</p> <p>Name(s): Click or tap here to enter text.</p> <p>Year(s) of Name Change: Click or tap here to enter text.</p>

APPENDIX B (ATTACHMENT 1)
IFB NO. LA-RICS 029

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".	Click or tap here to enter text.
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. Click or tap here to enter text.
7.	List all names and contact information of all individuals legally authorized to commit the Bidder.	Name: Click or tap here to enter text. Title: Click or tap here to enter text. Phone: Click or tap here to enter text. Email: Click or tap here to enter text. Name: Click or tap here to enter text. Title: Click or tap here to enter text. Phone: Click or tap here to enter text. Email: Click or tap here to enter text. Name: Click or tap here to enter text. Title: Click or tap here to enter text. Phone: Click or tap here to enter text. Email: Click or tap here to enter text.

ATTACHMENT 2 CERTIFICATION OF COMPLIANCE

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 LACC 8.300	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
5. Contractor Employee Jury Service Program Certification Form & 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
6. 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: Click or tap here to enter text.

ATTACHMENT 3 CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State "None" if applicable.

A. COMPANY OR APPLICANT INFORMATION

1. Declarant Company or Applicant Name:
[Click or tap here to enter text.](#)
 - a. If applicable, identify all subcontractors that have been or will be named in your bid or proposal: [Click or tap here to enter text.](#)
 - b. If applicable, variations and acronyms of Declarant Company's name used within the past 12 months: [Click or tap here to enter text.](#)
 - 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: [Click or tap here to enter text.](#)

(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):
[Click or tap here to enter text.](#)
 - b. Subsidiaries:
[Click or tap here to enter text.](#)
 - c. Related Business Entities:
[Click or tap here to enter text.](#)
3. If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.
[Click or tap here to enter text.](#)
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.
[Click or tap here to enter text.](#)

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 Authority 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 an Authority or County agency, employee, or officer.)*

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

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.

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

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 <small>(contribution solicited, or directed)</small>	Recipient Name <small>(elected official)</small>	Amount
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.	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.

*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 <small>(contribution made)</small>	Name <small>(of the contributor)</small>	Recipient Name <small>(elected official)</small>	Amount
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.	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.	Click or tap here to enter text.	Click or tap here to enter text.

*Please attach an additional page, if necessary.

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 [Click or tap here to enter text.](#) additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, [Click or tap here to enter text.](#) (Authorized Representative), on behalf of [Click or tap here to enter text.](#) (Declarant Company), at which I am employed as [Click or tap here to enter text.](#) (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 Authority about this contract, project, permit, license, or other entitlement for use, you agree to inform the Authority of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the Authority 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 Authority 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.

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

Signature

Date

INDIVIDUAL BIDDERS OR APPLICANTS

I, [Click or tap here to enter text.](#), 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 Authority about this contract, project, permit, license, or other entitlement for use, I agree to inform the Authority of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the Authority 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

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

Date

ATTACHMENT 4
SCHEDULE OF PRICES

By submission of this Proposal in response to RFP No. LA-RICS 029 for LA-RICS Managed IT Services, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

The proposed monthly rate shall be fully burdened rates for providing all the Base Scope of Services work detailed in Section E (Base Scope of Service) pursuant to Exhibit A (Scope of Work), which shall be inclusive of all costs including, but not limited to, overhead, after-hour work, administrative, travel expenses, mileage, parking, etc.

MONTHLY RATE			
DESCRIPTION	MONTHLY RATE	MONTH	TOTAL (MONTHLY RATE X MONTH)
Base Scope of Services detailed in Section E (Base Scope of Services) pursuant to Exhibit A (Scope of Work)	\$	12	\$
TOTAL PROPOSED COST:			\$

NOTE: Pursuant to Exhibit A (Scope of Work), it is estimated the Base Scope of Service hours will amount to approximately forty (40) hours per month. However, this is only an estimate, and the Base Scope of Service hours may be less than or may exceed forty (40) hours per month. Irrespective of the Base Scope of Service hours provided per month, either less than or more than forty (40) hours per month, the resultant Consultant will be paid the monthly rate identified in the resultant Exhibit B (Schedule of Priced), which is based off this Attachment 4 (Schedule of Prices).

ATTACHMENT 5
MINIMUM MANDATORY REQUIREMENTS

Bidder acknowledges and certifies that it meets the Minimum Mandatory Requirements indicated below and as stated in Section 5.0 (Minimum Mandatory Requirements), of IFB No. LA-RICS 029.

NO.	MINIMUM MANDATORY REQUIREMENTS (MMR)	COMPLIES WITH MMR	
		YES	NO
1.	Bid must be submitted by the bid due date and time identified in Section 1.0 (Solicitation Information and Minimum Mandatory Requirements) of this IFB.	<input type="checkbox"/>	<input type="checkbox"/>
2.	Bidder must have attended the Mandatory Bidder's Conference and Site Walk identified in Section 8.3 (Mandatory Bidder's Conference and Site Walk) of this IFB.	<input type="checkbox"/>	<input type="checkbox"/>
3.	Bidder must have a minimum of three (3) years' experience within the last five (5) years working with Microsoft Exchange, Microsoft Office 365, Microsoft 365, including Microsoft Azure, system networking, and cloud platforms.	<input type="checkbox"/>	<input type="checkbox"/>
4.	Bidder's staff, that will be assigned to the Authority to perform the services detailed in Exhibit A (Scope of Work) on behalf of the Bidder, must have a CompTIA Network+ certification or equivalent IT certifications.	<input type="checkbox"/>	<input type="checkbox"/>

ATTACHMENT 6 LIST OF PUBLIC ENTITIES

Bidder's Name: [Click or tap here to enter text.](#)

Provide all public entity contracts for the last three (3) years where the same or similar scope of services comparable to Exhibit A (Scope of Work) attached to Appendix A (Sample Contract) were provided. Use additional pages if required.

PUBLIC AGENCIES			
AGENCY 1		AGENCY 2	
AGENCY/DEPT:	Click or tap here to enter text.	AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.	SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.	CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMOUNT:	Click or tap here to enter text.	CONTRACT AMOUNT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.	CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.	TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.	E-MAIL:	Click or tap here to enter text.
SIMILAR SCOPE:	Comprehensive managed Information Technology Services, including but not limited to, help desk support, system administration, cybersecurity, proactive network monitoring, etc.	SIMILAR SCOPE:	Comprehensive managed Information Technology Services, including but not limited to, help desk support, system administration, cybersecurity, proactive network monitoring, etc.
AGENCY 3		AGENCY 4	
AGENCY/DEPT:	Click or tap here to enter text.	AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.	SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.	CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMOUNT:	Click or tap here to enter text.	CONTRACT AMOUNT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.	CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.	TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.	E-MAIL:	Click or tap here to enter text.
SIMILAR SCOPE:	Comprehensive managed Information Technology Services, including but not limited to, help desk support, system administration, cybersecurity, proactive network monitoring, etc.	SIMILAR SCOPE:	Comprehensive managed Information Technology Services, including but not limited to, help desk support, system administration, cybersecurity, proactive network monitoring, etc.

ATTACHMENT 7 LIST OF REFERENCES

Bidder's Name: [Click or tap here to enter text.](#)

Bidder's List of References will be used for evaluation purposes and to validate Bidder meets the Minimum Mandatory Requirements (MMRs) stated in Section 5 (Minimum Mandatory Requirements) of the IFB. Bidder must provide three (3) (references where the same or similar scope of services was provided comparable to the scope outlined in Exhibit A (Scope of Work) attached to Appendix C (Sample Contract) in IFB No. LA-RICS 029.

Bidder may also provide two (2) alternate references in the event that a reference is non-responsive.

Please note that **no more than five (5)** references (including alternate references) may be provided. **It is the Bidder's responsibility to ensure accuracy of the information provided below.** Please verify all contact names, telephone numbers, and email addresses, before listing. Incorrect names, telephone, or email addresses will be disregarded.

REFERENCES			
REFERENCE 1		REFERENCE 2	
AGENCY/DEPT:	Click or tap here to enter text.	AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.	SERVICE TYPE:	Click or tap here to enter text.
SERVICE DATES (START & END):	Click or tap here to enter text.	SERVICE DATES (START & END):	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.	CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.	CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.	TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.	E-MAIL:	Click or tap here to enter text.
REFERENCE 3			
AGENCY/DEPT:	Click or tap here to enter text.		
SERVICE TYPE:	Click or tap here to enter text.		
SERVICE DATES (START & END):	Click or tap here to enter text.		
CONTRACT AMT:	Click or tap here to enter text.		
CONTACT:	Click or tap here to enter text.		
TELEPHONE:	Click or tap here to enter text.		
E-MAIL:	Click or tap here to enter text.		

ALTERNATE REFERENCES

ALTERNATE REFERENCE 1		ALTERNATE REFERENCE 2	
AGENCY/DEPT:	Click or tap here to enter text.	AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.	SERVICE TYPE:	Click or tap here to enter text.
SERVICE DATES (START & END):	Click or tap here to enter text.	SERVICE DATES (START & END):	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.	CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.	CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.	TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.	E-MAIL:	Click or tap here to enter text.

ATTACHMENT 8 DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Bidder's Name: [Click or tap here to enter text.](#)

1. DEBARMENT HISTORY (Check one)	YES	NO
Bidder is currently debarred by a public entity.	<input type="checkbox"/>	<input type="checkbox"/>
If yes, please provide the name of the public entity:	Click or tap here to enter text.	
2. LIST OF TERMINATED CONTRACTS (Check one)	YES	NO
Bidder has contracts that have been terminated in the past three (3) years.	<input type="checkbox"/>	<input type="checkbox"/>

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

Service:	Click or tap here to enter text.
Name of Entity:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
Contact:	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Email:	Click or tap here to enter text.
Termination Date:	Click or tap here to enter text.
Name/Contract No:	Click or tap here to enter text.
Reason for Termination:	Click or tap here to enter text.

Service:	Click or tap here to enter text.
Name of Entity:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
Contact:	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Email:	Click or tap here to enter text.
Termination Date:	Click or tap here to enter text.
Name/Contract No:	Click or tap here to enter text.
Reason for Termination:	Click or tap here to enter text.

Service:	Click or tap here to enter text.
Name of Entity:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
Contact:	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
Email:	Click or tap here to enter text.
Termination Date:	Click or tap here to enter text.
Name/Contract No:	Click or tap here to enter text.
Reason for Termination:	Click or tap here to enter text.

ATTACHMENT 9 DECLARATION

Bidder's Name: [Click or tap here to enter text.](#)

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN ATTACHMENTS 1-9 OF THIS IFB NO. LA-RICS 029 IS TRUE AND CORRECT.

PRINT NAME: Click or tap here to enter text.	TITLE: Click or tap here to enter text.
SIGNATURE:	DATE: Click or tap here to enter text.

SOLICITATIONS REQUIREMENT REVIEW (SRR) REQUEST

Bidders requesting a Solicitation Requirements Review must submit this form to the LA-RICS Authority within the timeframe identified in IFB No. LA-RICS 029.

Bidder Name: Click or tap here to enter text.	Date of Request: Click or tap here to enter text.
Solicitation Title: Click or tap here to enter text.	Solicitation No.: Click or tap here to enter text.

A **Solicitation Requirements Review** is being requested because the Bidder asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Mandatory Requirements**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the LA-RICS Authority not receiving the best possible responses from prospective Bidders.

For each area contested, Bidder must explain in detail the factual reasons for the requested review. *(Attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal/bid (e.g., letterhead, business card, etc.).)*

Request submitted by:

Name: _____ **Title:** _____

FOR LA-RICS USE ONLY

Date SRR Request: [Click or tap here to enter text.](#)

Received by the LA-RICS Authority: [Click or tap here to enter text.](#)

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

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