

**LOS ANGELES COUNTY
CHIEF INFORMATION OFFICE**



**REQUEST FOR PROPOSALS
FOR
DIGITAL AERIAL DATA
FOR THE
LOS ANGELES REGION IMAGERY ACQUISITION CONSORTIUM
(LAR-IAC)**

JULY 2013

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1. INTRODUCTION

1.1 PURPOSE

The Chief Information Office (“CIO” or “Department”) of the County of Los Angeles (“County”) is issuing this Request for Proposals (“RFP”) to proposals for an agreement (“Agreement”) with an organization that can provide digital aerial data and related services for the Los Angeles Region Imagery Acquisition Consortium (“LAR-IAC”). Final products to be delivered under the resultant Agreement are outlined in Appendix B (Statement of Work).

The LAR-IAC will acquire digital aerial imagery products for the entire County with very high spatial precision and accuracy for its participating members. New color ortho imagery will be obtained at 4” resolution for the more populated areas of the County (3,000+ sq. miles) with an option for acquiring color infrared imagery, while new 1’ resolution imagery will be obtained for the County’s less populated areas (approx. 1,100 sq. miles). A new terrain model will be acquired from Light Detection and Ranging (“LiDAR”), hereinafter called “Digital Terrain Datasets”, with interpretation of breakline data from orthogonal imagery. The Digital Terrain Datasets will support one-foot elevation contour generation. New color oblique imagery will be obtained as well. The Quality Assurance/Quality Control (“QA/QC”) for this program will be performed by the individual contractors as well as an independent firm. The County and other members of the LAR-IAC intend to apply the regional imagery products to their current GIS and web mapping systems and to use them for computer aided design (“CAD”) and preliminary engineering design applications.

The intent of this RFP is not to define the specific methodology for generating deliverables. Proposers are encouraged to propose the most cost effective solution to satisfy specifications, requirements and deliverables set forth in Appendix B (Statement of Work).

1.2 BACKGROUND

Over the last two decades, various photogrammetry projects throughout the County have provided valuable information for County departments.

In the year 2000, several County departments acquired one-foot resolution true color aerial photos combined with a detailed Synthetic Aperture Radar (“IFSAR”) Digital Elevation Model (“DEM”) and ten-foot contours for the entire County. The aerial photos have been integrated with GIS layers such as parcels, jurisdictional boundaries, fire zones, general plan land use policy and environmental resources, among others. This project was a joint venture among the Los Angeles County Assessor, the Department of Regional Planning (“DRP”), the Department of Public Works (“DPW”) and the CIO. The data has since been transferred to several other County departments, all with access to this data source. The data is served on department intranets and through the County’s backbone network, LA-NET, to reach thousands of County users.

The precision of the aerial photos for the populated areas of the County was one-foot resolution (approximately 3,000 sq. miles). For the less populated areas of the County, such as the national forests and Edwards Air Force Base, the resolution was either one or two meters (approximately 1,100 sq. miles). In addition to the digital ortho-aerial photos, a DEM of the entire County was created using the latest IFSAR technology. It had a precision of one-meter vertical and 2.5 meter

horizontal accuracies and was used to create contours at ten-foot intervals.

In 2003, the County, on behalf of the same County departments together with the Department of Beaches and Harbors (“B&H”), entered into a contract to acquire oblique aerial digital imagery (“OADI”). This OADI project acquired imagery to cover 4,100 square miles of Los Angeles County. The oblique images (taken at an approximate 45 degree angle) give a more realistic perspective of the earth and provide a valuable visualization tool for County staff. Its imagery database, accessible from the accompanying software, allows users to overlay GIS data layers onto oblique imagery, making it possible to zoom in on any parcel and view the sides of buildings, measure their heights, look at them from several different angles and find elevation for any point on the photo. The imagery assisted the participating departments in many activities, including property assessment, facilities management, flood control and road design, planning and zoning activities and zoning enforcement.

The County had planned to acquire new terrain data and update its OADI in the winter of 2005-2006. In preparing to do so, the County became aware that several cities within the Los Angeles County, including the City of Los Angeles and City of Santa Clarita, had similar projects underway, and more such projects were about to begin in other cities. In light of the concurrent duplicative efforts being undertaken, the concept of a region-wide consortium for the acquisition of the data was developed.

In 2005, this consortium successfully pooled resources from various County departments, many cities within the Los Angeles County and several other agencies, including the US Geological Survey, to acquire in 2006 high resolution digital orthogonal imagery, oblique imagery and elevation data.

In 2008 and 2011, the consortium re-acquired the orthogonal and oblique imagery. Additional, in 2008, LAR-IAC included the development of building representations (outlines) for all buildings over 400 square feet in the County.

1.3 OVERVIEW OF SOLICITATION DOCUMENT

This Request for Proposals is composed of the following parts:

1. **INTRODUCTION**: Specifies the Minimum Requirements each proposer (“Proposer”) must satisfy and provides information regarding some of the requirements of the resultant Agreement and the solicitation process.
2. **PROPOSAL SUBMISSION REQUIREMENTS**: Contains instructions to Proposers with regards to how to prepare and submit proposals in response to this RFP.
3. **SELECTION PROCESS AND EVALUATION CRITERIA**: Contains information with regards to how the proposals will be evaluated and selected.

The following Appendices are attached to and are incorporated into, and form part of, this Request for Proposals:

- A. **REQUIRED AGREEMENT**: The terms and conditions of the Required Agreement.
- B. **STATEMENT OF WORK**: Scope of Work to be performed under the Agreement.
- C. **REQUIRED FORMS**: Forms that must be completed and included as part of proposals.
- D. **COST PROPOSAL**: Pricing proposal, including schedules, to be provided by Proposers as part of proposals.

- E. TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW: Transmittal to be sent to the Department if requesting a Solicitation Requirements Review.
- F. County of Los Angeles Policy on Doing Business with Small Businesses: County policy.
- G. Contractor Employee Jury Service Ordinance: County Code.
- H. LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY: Contractors that are not allowed to contract with County for a specified period of time.
- I. IRS NOTICE 1015: Information on Federal Earned Income Credit.
- J. Safely Surrendered Baby Law: County program.
- K. Defaulted Property Tax Reduction Program: County program.
- L. Determinations of Contractor Non-Responsibility and Contractor Debarment: County Code.
- M. BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION: An information sheet intended to assist nonprofit agencies with compliance with SB 1262 – the Nonprofit Integrity Act of 2004 and identify available resources.

1.4 TERMS AND DEFINITIONS

Those terms with the initial letter capitalized that are not expressly defined herein, shall have the meaning given to such terms in Paragraph 1.3 (Definitions) of Appendix A (Required Agreement) to this RFP.

1.5 MINIMUM REQUIREMENTS

Interested and qualified proposers (“Proposer(s)”) who demonstrate ability to successfully provide the Work described in Appendix B (Statement of Work) to this RFP are invited to submit proposals, provided that they meet all requirements specified below (“Minimum Requirements”):

1. Proposer must have five (5) years experience providing digital aerial imagery Work or Work equivalent or similar to the Work described in Appendix B (Statement of Work).
2. Proposer’s proposed Project Manager must have at least five (5) years of experience working on similar types of aerial imagery acquisition projects.
3. Proposer, or applicable subcontractor, must have completed within the past three (3) years at least three (3) digital oblique imagery projects, each of which had an area of at least 250 square miles.
4. Proposer, or applicable subcontractor, must have completed within the past three (3) years at least three (3) orthophotography projects, each of which had an area of at least 1,000 square miles at 6-inch resolution or better and/or 250 square miles at 4-inch resolution or better.
5. Proposer must have completed within the past three (3) years at least three (3) building representations (outlines) projects, each of which created or updated more than 25,000 buildings at ASPRS accuracy for class 1 maps.
6. Proposer, or applicable subcontractor, must have completed within the past three (3) years at least three (3) digital terrain data acquisitions with minimum accuracy of USGS

- LiDAR Base Specification V1.0, 2012, each of which had an area of at least 1,000 square miles.
7. Proposer must comply with the RFP format and requirements set forth in Section 2 (Proposal Submission Requirements) of this RFP when submitting its proposal.
 8. Proposer must complete and return all forms under Appendix C (Required Forms) to this RFP when submitting its proposal.

1.6 COUNTY RIGHTS & RESPONSIBILITIES

County, in its sole discretion, may interpret or change any provision of this RFP at any time. Any such interpretation or change shall be in the form of a written addendum to the RFP. Each such addendum shall become part of this RFP and may become part of any resultant Agreement. Each addendum shall be made available to each Proposer which County records indicate has received this RFP. In the event any such addendum requires additional information not previously requested, a Proposer's failure to address the requirements of such addendum may result in the elimination of the proposal for consideration, as determined by County in its discretion.

County reserves the right to waive any minor, inconsequential or immaterial irregularities, disparities, deviations or defects in any submitted proposal, as determined by County. County also, at its sole discretion, may seek clarifications from Proposers.

County may require the selected Contractor to provide Work related to some or all four (4) Data Types under the resultant Agreement, which at a minimum shall included Oblique Images and Orthogonal Images.

1.7 AGREEMENT TERM

The term of the resultant Agreement shall commence upon execution of the Agreement by County and Contractor and shall continue for up to four (4) years thereafter ("Initial Phase" or "Initial Term"). Prior to the termination or other expiration of the Initial Phase or any Additional Phase, as applicable, County may, by an Amendment to the Agreement, extend the term of the Agreement for a maximum of four (4) additional years ("Additional Phase") up to three (3) times past the Initial Phase ("Extended Term"), subject to, among others, County's right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor, improper consideration given or offered to County with respect to the award of the Agreement, breach of warranty to maintain compliance with County's Child Support Compliance Program and any County rights to terminate the resultant Agreement, notwithstanding the maximum term of the Agreement.

1.8 AGREEMENT RATES

Contractor shall be reimbursed in accordance with maximum fixed prices ("Fixed Price Amount(s)") for all Work performed under the resultant Agreement with the exception of any Optional Work, which shall be reimbursed pursuant to an agreed upon Maximum Fixed Price based on the applicable pricing terms specified in the resultant Agreement including the applicable Schedule of Payments. Any Maximum Fixed Price shall not increase during any Additional Phase during the term of the resultant Agreement.

1.9 DAYS OF OPERATION

Contractor shall be required to provide the Work under the resultant Agreement during normal business hours (8 a.m. to 5 p.m. PT, Monday through Friday, excluding County observed holidays) for the duration of the project, unless otherwise authorized by County's Project Manager in writing.

1.10 CONTACT WITH COUNTY PERSONNEL

All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed or e-mailed to the following person ("Contract Manager"):

Mark Greninger
Geographic Information Officer
Chief Information Office, County of Los Angeles
350 S. Figueroa Street, Suite 188
Los Angeles, CA 90071
mgreninger@cio.lacounty.gov

Proposers are specifically directed not to contact any other County person or agent for any matters related to this RFP. Failure by any Proposer to adhere to this policy, including if it is discovered that a Proposer contacts and receives or attempts to receive information regarding this RFP from any County personnel other than the person specified above, shall result in the disqualification of the proposal of such Proposer from further consideration, as determined by County. The resultant Agreement shall only be awarded to the Proposer whose proposal has been selected for contract negotiations in accordance with the terms of this RFP.

All written communications with County regarding this RFP, including its Appendices and Exhibits, must reference the Digital Aerial Data RFP, Proposer's name, address, contact person, contact's telephone number and contact's email address and the reason for communication. Any material received that does not explicitly indicate its Digital Aerial Data RFP related contents will be handled as general mail or communication, which may result in a delay or non-response to the Proposer. County is only responsible for that which is expressly stated in this RFP and any authorized written agenda thereto. County is not responsible for, and shall not be bound by, any representations otherwise made by any individual acting or purporting to act on County's behalf.

1.11 FINAL AGREEMENT AWARD

Notwithstanding the Department's acceptance of any proposal or recommendation of any resultant Agreement, County's Board of Supervisors ("Board") retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant Agreement and to determine which proposal best serves the interests of County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

1.12 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

Prior to the Agreement award, all potential contractors must register on County's WebVen. The WebVen contains the vendor's business profile and identifies the goods and/or services the business provides. Registration can be accomplished online via the Internet by accessing http://lacounty.info/doing_business/main_db.htm. *There are underscores in the address between*

words within phrases “doing_business” and “main_db”.

1.13 COUNTY OPTION TO REJECT PROPOSALS

County may, at its sole discretion, reject any or all proposals submitted in response to this RFP. County shall not be liable in any way or have any responsibility for any costs incurred by the Proposer in connection with the preparation or submission of any proposal.

1.14 PROTEST POLICY REVIEW PROCESS

1.14.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 1.14.3 (Grounds for Review) below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the Sections below. It is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed Agreement award.

1.14.2 Throughout the review process, County has no obligation to delay or otherwise postpone an award of the resultant Agreement despite any Proposer protest. In all cases, County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

1.14.3 GROUND FOR REVIEW

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

- Review of Solicitation Requirements (Section 2.6 (Solicitation Requirements Review) below);
- Review of a Disqualified Proposal (Section 3.3 (Disqualification Review) below); and
- Review of Proposed Contractor Selection (Section 3.6.2 (Selection Review) below).

1.15 NOTICE TO PROPOSERS REGARDING THE PUBLIC RECORDS ACT

1.15.1 Responses to this RFP shall become the exclusive property of County. Absent extraordinary circumstances, the recommended Proposer’s proposal will become a matter of public record when (1) the Department completes contract negotiations; (2) the Department receives a letter from an authorized officer of the recommended Proposer that the negotiated Agreement is a firm offer of the recommended Proposer; and (3) the Department releases a copy of the recommended Proposer’s proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055.

Notwithstanding the foregoing, absent extraordinary circumstances, all proposals submitted in response to this RFP shall become a matter of public record when the Department’s Proposer recommendation appears on a Board agenda. Exceptions to disclosure are those parts of each proposal which are justifiably defined as business or trade secrets and are plainly marked as “Trade Secret”, “Confidential” or “Proprietary”.

County acknowledges that Proposers’ responses relating to security protocols are marked and

deemed as “Trade Secret”, “Confidential” or “Proprietary” and will not be a matter of public records, subject to the California Public Records Act, order of court or other applicable law.

- 1.15.2 County shall not, in any way, be liable or responsible for the disclosure of any such records or if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality, or the marking of each page of the proposal as “Trade Secrets”, “Confidential” or “Proprietary” shall not be deemed sufficient notice of exception. Proposers must specifically label only those provisions of the proposal which are “Trade Secrets”, “Confidential” or “Proprietary” in nature.**

1.16 INDEMNIFICATION AND INSURANCE

Contractor shall be required to comply with the indemnification provisions contained in Paragraph 13 (Indemnification) of Appendix A (Required Agreement). Contractor shall also procure, maintain and provide to County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraph 14 (Insurance) of Appendix A (Required Agreement).

1.17 INJURY & ILLNESS PREVENTION PROGRAM (IIPP)

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

1.18 SPARTA PROGRAM

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

1.19 BACKGROUND AND SECURITY INVESTIGATIONS

Each of Contractor’s staff performing Work under the resultant Agreement who is in a designated sensitive position, as determined by County in County’s sole discretion, shall undergo and pass a background and security investigation to the satisfaction of County a condition to beginning and continuing work under any resultant Agreement. Such background and security 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 shall not be limited to, criminal conviction information. The fees associated with the background and security investigation shall be at the expense shall be the responsibility of Contractor, regardless if the member of Contractor’s staff passes or fails the background and security investigation.

1.20 CONFIDENTIALITY AND INDEPENDENT CONTRACTOR STATUS

As appropriate, Contractor shall be required to comply with the provisions of Paragraphs 18.1 (Confidentiality) and 25 (Independent Contractor Status) of Appendix A (Required Agreement).

1.21 CONFLICT OF INTEREST

No County employee whose position in County enables him/her to influence the selection of a Contractor for this RFP, or any competing solicitation, nor any spouse of economic dependent of

such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code, as stated in Exhibit 6 (Certification of No Conflict of Interest) to Appendix C (Required Forms).

1.22 DETERMINATION OF PROPOSER RESPONSIBILITY

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

1.23 PROPOSER DEBARMENT

- 1.23.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and County may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (i) violated a term of a contract with County or a nonprofit corporation created by County; (ii) committed an act or omission which negatively reflects on the Proposer's quality,

fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (iii) committed an act or offense which indicates a lack of business integrity or business honesty; or (iv) made or submitted a false claim against County or any other public entity.

- 1.23.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.23.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.23.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.23.5 If a Proposer has been debarred for a period longer than five (5) years, that Proposer 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. County may, in its sole discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
- 1.23.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (a) the Proposer has been debarred for a period longer than five (5) years; (b) the debarment has been in effect for at least five (5) years; and (c) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 1.23.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.23.8 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

1.23.9 Appendix H (Listing of Contractors Debarred in Los Angeles County) provides a link to County’s website where there is a listing of contractors that are currently debarred in Los Angeles County (Debarment List).

1.24 PROPOSER’S ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

Proposers shall: (1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.25 GRATUITIES

1.25.1 ATTEMPT TO SECURE FAVORABLE TREATMENT

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

1.25.2 PROPOSER NOTIFICATION TO COUNTY

A Proposer shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller’s Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer’s submission being eliminated from consideration.

1.25.3 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.

1.26 NOTICE TO PROPOSERS REGARDING COUNTY LOBBYIST ORDINANCE

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

by completing and submitting the form in Exhibit 7 (Familiarity with the County Lobbyist Ordinance Certification) to Appendix C (Required Forms) as part of the proposal.

1.27 FEDERAL EARNED INCOME CREDIT

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

1.28 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

As a threshold requirement for consideration for Required Agreement award, Proposers shall demonstrate a proven record of hiring participants in County's Department of Public Social Services Greater Avenues for Independence ("GAIN") and General Relief Opportunity for Work ("GROW") Programs and shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for Agreement award. Proposers shall complete and return the form in Exhibit 10 (Attestation of Willingness to Consider GAIN/GROW Participants) to Appendix C (Required Forms) along with the proposal.

1.29 COUNTY'S QUALITY ASSURANCE PLAN

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

1.30 RECYCLED BOND PAPER

Proposer shall be required to comply with County's policy on recycled bond paper as specified in Paragraph 74 (Recycled Paper) of Appendix A (Required Agreement).

1.31 SAFELY SURRENDERED BABY LAW

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

1.32 GREEN INITIATIVES

Proposer shall use reasonable efforts to initiate "green" practices for environmental and energy

conservation benefits. The selected Proposer shall notify County's Project Manager of its new green initiatives prior to effective date of the resultant Agreement.

1.33 COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESSES

- 1.33.1 County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.
- 1.33.2 The Local Small Business Enterprise Preference Program requires the company to complete a certification process. This program and how to obtain certification are further explained in Section 1.35 (Local Small Business Enterprise Preference Program) below.
- 1.33.3 The Jury Service Program provides for an exception if a company qualifies as a Small Business. It is important to note that each program has a different definition for Small Business. A company may qualify as a Small Business in one program but not the other. Further explanation of this program is provided in Section 1.34 (Jury Service Program) below.
- 1.33.4 County also has a Policy on Doing Business with Small Businesses that is stated in Appendix F (County of Los Angeles Policy on Doing Business with Small Businesses) to this RFP.

1.34 JURY SERVICE PROGRAM

The prospective Agreement is subject to the requirements of County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective contractors should carefully read the Appendix G (Jury Service Ordinance) and the pertinent jury service provisions of Paragraph 45 (Compliance with County's Jury Service Program) of Appendix A (Required Agreement), both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both the Contractor and its subcontractors ("Subcontractors"). Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 1.34.1 The Jury Service Program requires each Contractor and its Subcontractors to have and adhere to a written policy, which provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: (i) the lesser number is a recognized industry standard as determined by County, or (ii) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
- 1.34.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation of other entity which has a contract with County or a subcontract with a County Contractor and has

received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to any Contractor that (i) has ten (10) or fewer employees; and (ii) has annual gross revenues in the preceding twelve months which, if added to the annual amount of the Agreement is less than \$500,000, and (iii) is not an “affiliate or subsidiary of a business dominant in its field of operation”. The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- 1.34.3 If a Contractor does not fall within the Jury Service Program’s definition of “Contractor” or if it meets any of the exceptions to the Jury Service Program, then Contractor must so indicate in the form in Exhibit 11 (Contractor Employee Jury Service Program – Certification Form and Application for Exception) to Appendix C (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 Contractor’s application, County will determine, in its sole discretion, whether Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. County’s decision shall be final.

1.35 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- 1.35.1 County will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (“Local SBE”), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: (1) A business certified by the State of California as a small business and (2) has had its principal office located in Los Angeles County for at least one year. The business must be certified by County’s Internal Services Department as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.
- 1.35.2 To apply for certification as a Local SBE, businesses may register with the Internal Services Department at: <http://laosb.org>.
- 1.35.3 Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Businesses must include with their proposal the Local SBE Certification Letter attached to the completed form in Exhibit 8 (Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form) to Appendix C (Required Forms). Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.
- 1.35.4 Information about the State’s small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources website at <http://www.pd.dgs.ca.gov/smbus/default>.

1.36 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM

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

1.37 NOTIFICATION TO COUNTY OF PENDING ACQUISITIONS/MERGERS

The Proposer shall notify County of any pending acquisitions/mergers of its company. This information shall be provided by the Proposer on the form in Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) to Appendix C (Required Forms). Failure of the Proposer to provide this information may eliminate its proposal from any further consideration.

1.38 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 1.38.1 The prospective Agreement is subject to the requirements of County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance set forth in Appendix K (Defaulted Property Tax Reduction Program) to this RFP and the pertinent provisions of Paragraph 48 (Defaulted Property Tax Reduction Program) of Appendix A (Required Agreement), both of which are incorporated by reference into and made a part of this RFP. The Defaulted Tax Program applies to both Contractors and their subcontractors.
- 1.38.2 Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any resultant Agreement that may be awarded pursuant to this RFP or shall certify that they are exempt from the Defaulted Tax Program by completing the form in Exhibit 12 (County's Defaulted Property Tax Reduction Program) to Appendix C (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).
- 1.38.3 Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.39 CHARITABLE CONTRIBUTIONS COMPLIANCE

- 1.39.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read Appendix M (Background and Resources: California Charities Regulations). New rules cover California public benefit corporations, unincorporated associations and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenue (excluding funds that must be accounted for to a governmental entity) have new audit requirements.
- 1.39.2 All Proposers must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the form in Exhibit 13 (Charitable Contributions Certification) to Appendix C (Required Forms). A completed Exhibit 13 (Charitable Contributions Certification) is a required part of any agreement with County.
- 1.39.3 In Exhibit 13 (Charitable Contributions Certification) to Appendix C (Required Forms), Proposers should certify either that:
- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act (including the Nonprofit Integrity Act), but will comply if they become subject to coverage of those laws during the term of a County agreement,

OR

they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

- 1.39.4 Prospective County contractors that do not complete Exhibit 13 (Charitable Contributions Certification) as part of the solicitation process may, in County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

1.40 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 1.40.1 In evaluating proposals, County will give preference to businesses that are certified by County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: (i) that is a non-profit organization recognized as tax exempt pursuant to section 501(c)(3) of the Internal Revenue Service Code; set forth, under penalty of perjury, such information as requested by County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the Department with their proposal response to the contracting solicitation for which they are competing; (ii) has been in operation for at least one (1) year providing transitional job and the related supportive services to program participants; and (iii) provides a profile of its program with a description of its program components designed to assist program participants, number of past program participants and any other information requested by the contracting Department.
- 1.40.2 Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable Department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Proposer that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.
- 1.40.3 To request the Transitional Job Opportunities Preference, Proposer must complete the form in Exhibit 14 (Transitional Job Opportunities Preference Application) to Appendix C (Required Forms) and submit it along with all supporting documentation with the proposal.

2. PROPOSAL SUBMISSION REQUIREMENTS

In order to have their proposals evaluated, Proposers in submitting their responses to this RFP must comply with the content, sequence, format and other proposal requirements as set forth below in this Section 2 (Proposal Submission Requirements), including key dates, activities and instructions to Proposers regarding preparation and submission of proposals.

2.1 ACCEPTANCE OF TERMS AND CONDITIONS

Each Proposer understands and agrees that submission of proposals in response to this RFP constitutes acknowledgment and acceptance of, and willingness to comply with, all terms and conditions of this RFP, including all addenda to the RFP.

2.2 CONFIDENTIALITY

Proposer shall maintain the confidentiality of all records obtained from County under this RFP in accordance with all applicable Federal, State and local laws, regulations, ordinances, guidelines, rules, policies and procedures relating to confidentiality.

2.3 COUNTY NON-RESPONSIBILITY

County is not responsible for representations made by any of its officers or employees prior to the execution of the resultant Agreement unless such understanding or representation is included in the Agreement resulting from this RFP.

2.4 TRUTH AND ACCURACY OF REPRESENTATIONS

False, misleading, incomplete or deceptively unresponsive statements or altered published RFP documents, including response documents, in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director’s sole judgment, and his/her judgment shall be final.

2.5 RFP TIMETABLE

The timetable for this RFP is as follows:

Release of RFP	Thursday, July 11, 2013
Deadline for Request for Solicitation Requirements Review (10 Business Days after release of RFP)	Thursday, July 25, 2013
Deadline for Written Questions	Thursday, July 25, 2013
Mandatory Proposers’ Conference (9:30 a.m. to 12:00 p.m. Pacific Time (PT))	Thursday, August 1, 2013
Questions and Answers Released	Wednesday, August 7, 2013
Proposals Due by 3:00 p.m. Pacific Time (PT)	Thursday, August 22, 2013

2.6 SOLICITATION REQUIREMENTS REVIEW

A person or entity may seek a Solicitation Requirements Review by submitting to the Department the form in Appendix E (Transmittal Form to Request a Solicitation Requirements Review) along with supporting documentation, as described in this Section 2.6 (Solicitation Requirements Review). A Solicitation Requirements Review shall only be granted if all of the following conditions are satisfied:

- The request for a Solicitation Requirements Review is received by the Department within ten (10) Business Days of the release of the RFP, as specified in *Section 2.5 (RFP Timetable)*

above;

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

The Solicitation Requirements Review shall be completed and the Department’s determination shall be provided to the Proposer, in writing, within a reasonable time prior to the proposal due date. All Requests for a Solicitation Requirements Review should be submitted to the Contract Manager identified in Section 1.10 (Contact with County Personnel) above.

2.7 PROPOSERS’ QUESTIONS

Proposers may submit written questions regarding this RFP by mail or e-mail to the Contract Manager identified in Section 1.10 (Contact with County Personnel). All questions must be received by the deadline specified in Section 2.5 (RFP Timetable). All questions will be compiled with the appropriate answers and issued as an addendum to the RFP without identifying the submitting company and addressed at the Mandatory Proposer’s Conference as described in Section 2.8 (Mandatory Proposers’ Conference).

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

When submitting questions, Proposers must also identify themselves by including the following information:

- The company name, business and mailing addresses, phone number;
- The primary contact person, name, business and mailing addresses, contact phone(s) and e-mail address(es); and
- The primary contact person’s relationship with the company.

Questions may address concerns that the application of Minimum Requirements, Evaluation Criteria and/or Business Requirements would unfairly disadvantage Proposers or, due to unclear instructions, result in County not receiving the best possible responses from Proposers.

Proposer names related to questions will be held in confidence during the initial stages of the RFP. County reserves the right not to respond to questions that it deems confidential, inappropriate or not material to responding to the RFP.

2.8 MANDATORY PROPOSERS’ CONFERENCE

A Mandatory Proposers’ Conference will be conducted for prospective Proposers. The purpose of the conference is to provide clarification regarding the RFP process, the project scope of work

and required Proposer responses. The Mandatory Proposers' Conference is scheduled to take place on the date and time specified in Section 2.5 (RFP Timetable) at the following location:

Regional Planning Commission Hearing Room
320 West Temple Street, Room 150
Los Angeles, CA 90012

Proposers that do not attend the Mandatory Proposers' Conference and complete the official sign-in sheet will have their proposals returned unopened and shall not be considered. To register for the Mandatory Proposers' Conference, a Proposer must notify County by e-mail at mgreninger@cio.lacounty.gov at least one (1) week prior to the date of the Mandatory Proposers' Conference, as specified in Section 5 (Contact with County Personnel).

County reserves the right to reschedule the Mandatory Proposers' Conference to a different day and/or continue the Mandatory Proposers' Conference beyond the date of the scheduled date.

County will accept only written questions, as described in Section 2.7 (Proposers' Questions) referencing the RFP during the Mandatory Proposers' Conference and will make a reasonable attempt to orally answer such written questions during the Mandatory Proposers' Conference. However, County reserves the right not to answer questions orally. Any oral answers provided at the Mandatory Proposer's Conference shall not be binding. Written responses to all written questions will be provided to all Proposers, without identifying the originator of questions and will be made available when responses to written questions are scheduled to be completed (see Section 2.5 (RFP Timetable)), and may also, as determined by County, be included in an Addendum to this RFP, as described in Section 2.7 (Proposers' Questions).

2.9 PREPARATION OF THE PROPOSAL

Two (2) separate proposals must be submitted in response to this RFP: a Business Proposal and a Cost Proposal. All proposals must be submitted in the format prescribed below in this RFP. Any proposal that deviates from this format may be rejected, at County's sole discretion, without review.

2.10 BUSINESS PROPOSAL FORMAT

Each RFP response must include a Business Proposal which shall contain all information specified in this Section 2.10 (Business Proposal Format) below. The content and sequence of the Business Proposal must be as follows:

1. Title Page
2. Table of Contents
3. Cover Letter
4. Proposer's Organization Questionnaire/Affidavit and Required Support Documents for Corporations and Limited Liability Companies
5. Executive Summary (Section A)
6. Proposer's Qualifications and Proposed Solution (Section B)
7. Required Forms (Section C)
8. Proof of Insurability (Section D)

9. Proposer’s Cost Proposal (Section E)

The subsections below break down the requirements of each proposal component, while identifying the RFP Section where the information should be included.

2.10.1 TITLE PAGE

The first page of the proposal must consist of a title page with the name of the firm, title of the RFP (“Digital Aerial Data RFP”), date of submission and identification of the printed documents as “Original” or “Copy # x of y”.

2.10.2 TABLE OF CONTENTS

The table of contents shall outline all components of the proposal, including a clear definition of each, identified by sequential page numbers and the proposal section numbers prescribed below in this Section 2.10 (Business Proposal Format) of the RFP.

2.10.3 COVER LETTER

The cover letter must be a maximum of one (1) page, transmitting the proposal on the Proposer’s stationery. The cover letter must include the Proposer’s name, address, email address, telephone and facsimile numbers of the person or persons to be used for contact and who will be authorized to represent the firm. The cover letter must bear the signature of the person authorized to sign on behalf of the Proposer and to bind the Proposer to the resultant Agreement. The letter shall indicate that the Proposer intends to perform the Agreement as a single Proposer and will bear sole and complete responsibility for all work as defined in this RFP and in the agreed upon resultant Agreement, even if any of the work is to be performed by a subcontractor approved by County.

2.10.4 PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND REQUIRED SUPPORT DOCUMENTATION

The Proposer shall complete, sign and date the form in Exhibit 1 (Proposer’s Organization Questionnaire/Affidavit) to Appendix C (Required Forms). **The person signing the form must be authorized to sign on behalf of the Proposer and to bind the Proposer to the resultant Agreement.**

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

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

REQUIRED SUPPORT DOCUMENTS:

Corporations or Limited Liability Company (LLC): The Proposer must submit the following documentation with the Proposal:

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

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

2.10.5 EXECUTIVE SUMMARY (SECTION A)

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

2.10.6 PROPOSER'S QUALIFICATIONS AND PROPOSED SOLUTION (SECTION B)

Demonstrate that the Proposer, or any proposed subcontractor, as applicable, has the experience, capability and acceptable project plan to perform the Work required by this RFP. This will be the primary Section of the Proposal used to evaluate and determine the successful proposal.

The following sections and parts must be included:

1. Qualifications and Proposed Solution – Oblique Images (Section B.1)

a. Part A – Proposer's Qualifications

Demonstrate in writing how Proposer will support and meet all requirements of this RFP, including those identified in Section 1.5 (Minimum Requirements). Proposers shall demonstrate their capability to perform all Services required by the RFP, including those specified in Appendix B (Statement of Work).

- i. Experience with large oblique imagery acquisitions.
- ii. Experience of professional staff with large oblique imagery acquisition projects.
- iii. Availability and technical status of digital sensors and aircraft.
- iv. Availability of production facilities and hardware/software solutions to process oblique imagery.
- v. Availability of software solutions for desktop access to oblique imagery.
- vi. Availability and technical capability to provide a hosted solution for access to oblique aerial imagery.
- vii. Experience with delivering oblique imagery within proposal deadlines.

b. Part B – Approach to Statement of Work

Provide a detailed and comprehensive description of the proposed approach to be used to meet the requirements and delivery schedule of this RFP and the Statement of Work, including the methodology, resources, capability and commitment, including, but not limited to:

- i. Proposed methodology of acquisition for each deliverable under Exhibit B.1 (Statement of Work – Oblique Images), including the method used to ensure that the schedule will meet or exceed the Due Dates specified in Section 2 (Schedule of Deliverables and Payments) of Exhibit A.1 (Scope of Work – Oblique Images) to Appendix A (Required Agreement).
- ii. Resources (staff, planes, hardware, software) to be used as part of the acquisition and processing.

- iii. Processing and post-processing for ensuring that each deliverable meets the specifications detailed in Exhibit B.1 (Statement of Work – Oblique Images) to Appendix B (Statement of Work), including the method used to ensure that the schedule will meet or exceed the Due Dates specified in Section 2 (Schedule of Deliverables and Payments – Oblique Images) of Exhibit A.1 (Scope of Work – Oblique Images) of Appendix A (Required Agreement).
 - iv. Prior completed projects that have successfully used the same approach.
 - v. Other relevant information that will demonstrate the success of the proposed approach to the Statement of Work.
- c. Part C – Quality Control Plan
- Provide a detailed Quality Control Plan to ensure that the requirements of this Agreement are provided as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system of all Production Tasks as outlined in Section 1.4 (Acceptance Criteria) of Exhibit B.1 (Statement of Work) to Appendix B (Statement of Work).
- d. Part D – Delivery Schedule
- Provide a schedule of delivery for each of the deliverables under Exhibit B.1 (Statement of Work – Oblique Images) to Appendix B (Statement of Work), which shall match the Due Dates specified in Section 2 (Schedule of Deliverables and Payments) of Exhibit A.1 (Scope of Work – Oblique Images) to Appendix A (Required Agreement), including re-flights and re-processing of deliverables based upon external Quality Assurance/Quality Control (“QAQC”). Agreement terms include credits for late deliverables.
- e. Part E – Sample of Products
- Provide a sample of products (digital and/or hard copies), desktop software and provide access to the hosted solution for each of the deliverables in specified in Exhibit B.1 (Statement of Work – Oblique Images) to Appendix B (Statement of Work).
- f. Part F – Reference and Contracts
- Each Proposer must complete and include in its RFP response Exhibits 4.1 (Prospective Contractor References – Oblique Images) and 5 (Prospective Contractor List of Terminated Contracts) to Appendix C (Required Forms) as follows:
- (1) Exhibit 4.1 (Prospective Contractor References – Oblique Images): Proposer must provide references from at least three (3) clients for which the Proposer or Proposer’s subcontractor, as applicable, has provided oblique imagery data meeting the minimum requirements specified in Section 1.5 (Minimum Requirements) over the past three (3) years, as set forth in this RFP. The information should identify:
 - (i) The contractor or subcontractor’s name, contract name or number, description of the services provided as part of the contract, contract time period and contract Dollar amount;
 - (ii) Name of the client for which work was done (client name), Reference Contact name, address, telephone number and email address; and

(iii) Any County contracts during the last five (5) years. Use additional sheets if necessary.

- (2) Exhibit 5 (Prospective Contractor List of Terminated Contracts): Proposer must include a listing of contracts terminated within the past three (3) years with a reason for termination.

It is the Proposer’s sole responsibility to ensure that the firm’s name and point of contact’s name, title and phone number for each reference are accurate. County may, at its sole discretion, either disqualify a Proposer or deduct evaluation points if:

- References fail to substantiate the Proposer’s description of the services provided; or
- References fail to support that the Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- County is unable to reach the point of contact with reasonable effort.

It is also the Proposer’s responsibility to inform the point of contact of normal working hours.

2. Qualifications and Proposed Solution – Orthogonal Images (Section B.2)

a. Part A – Proposer’s Qualifications

Demonstrate in writing how Proposer will support and meet all requirements of this RFP, including those identified in Section 1.5 (Minimum Requirements). Proposers shall demonstrate their capability to perform all Services required by the RFP, including those specified in Appendix B (Statement of Work).

- i. Experience with orthogonal imagery acquisitions.
- ii. Experience of professional staff with large orthogonal imagery acquisition projects of the scale and scope of LAR-IAC.
- iii. Experience of professional staff with Aerial Triangulation of the scale, scope and accuracies required by LAR-IAC.
- iv. Availability and technical status of digital sensors and aircraft.
- v. Availability of production facilities and hardware/software solutions to process orthogonal imagery.
- vi. Experience with delivering orthogonal imagery within required proposal deadlines.

b. Part B – Approach to Statement of Work

Provide a detailed and comprehensive description of the proposed approach to be used to meet the requirements and delivery schedule of this RFP and the Statement of Work, including the methodology, resources, capability and commitment, including, but not limited to:

- i. Proposed methodology of acquisition for each deliverable under Exhibit B.2 (Statement of Work – Orthogonal Images), including the method used to ensure that the schedule will meet or exceed the Due Dates specified in Section 2 (Schedule of Deliverables and Payments) of Exhibit A.2 (Scope of Work – Orthogonal Images) to Appendix A (Required Agreement).

- ii. Resources (staff, planes, hardware, software) to be used as part of the acquisition and processing.
 - iii. Processing and post-processing for ensuring that each deliverable meets the specifications detailed in Exhibit B.2 (Statement of Work – Orthogonal Images) to Appendix B (Statement of Work), including the method used to ensure that the schedule will meet or exceed the Due Dates specified in Section 2 (Schedule of Deliverables and Payments) of Exhibit A.2 (Scope of Work – Orthogonal Images).
 - iv. Prior completed projects that have successfully used the same approach.
 - v. Other relevant information that will demonstrate the success of the proposed approach to the Statement of Work.
- c. Part C – Quality Control Plan
- Provide a detailed Quality Control Plan to ensure the requirements of this Agreement are provided as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system of all Production Tasks as outlined in Section 1.4 (Acceptance Criteria) of Exhibit B.2 (Statement of Work – Orthogonal Images) to Appendix B (Statement of Work).
- d. Part D – Delivery Schedule
- Provide a schedule of delivery for each of the deliverables under Exhibit B.2 (Statement of Work – Orthogonal Images), which shall match the Due Dates specified in Section 2 (Schedule of Deliverables and Payments) of Exhibit A.2 (Scope of Work – Orthogonal Images) to Appendix A (Required Agreement), including re-flights and re-processing of deliverables based upon external Quality Assurance/Quality Control (“QAQC”). Agreement terms include credits for late deliverables.
- e. Part E – Sample of Products
- Provide a sample of products (digital and/or hard copies) for each of the deliverables specified in Exhibit B.2 (Statement of Work – Orthogonal Images) to Appendix B (Statement of Work).
- f. Part F – Reference and Contracts
- Each Proposer must complete and include in its in its RFP response Exhibits 4.2 (Prospective Contractor References – Orthogonal Images) and 5 (Prospective Contractor List of Terminated Contracts) to Appendix C (Required Forms) as follows:
- (1) Exhibit 4.2 (Prospective Contractor References – Orthogonal Images): Proposer must provide references from at least three (3) clients for which the Proposer or Proposer’s subcontractor, as applicable, has provided orthogonal imagery meeting the minimum requirements specified in Section 1.5 (Minimum Requirements) over the past three (3) years, as set forth in this RFP. The information should identify:
 - (i) The contractor or subcontractor’s name, contract name or number, description of the services provided as part of the contract, contract time period, and contract Dollar amount;
 - (ii) Name of the client for which work was done (client name), Reference Contact name, address, telephone number and email address; and

(iii) Any County contracts during the last five (5) years. Use additional sheets if necessary.

- (2) Exhibit 5 (Prospective Contractor List of Terminated Contracts): Proposer must include a listing of contracts terminated within the past three (3) years with a reason for termination.

It is the Proposer’s sole responsibility to ensure that the firm’s name and point of contact’s name, title and phone number for each reference are accurate. County may, at its sole discretion either disqualify a Proposer or deduct evaluation points if:

- References fail to substantiate the Proposer’s description of the services provided; or
- References fail to support that the Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- County is unable to reach the point of contact with reasonable effort.

It is also the Proposer’s responsibility to inform the point of contact of normal working hours.

3. Qualifications and Proposed Solution – Building Representations (Section B.3)

a. Part A – Proposer’s Qualifications

Demonstrate in writing how Proposer will support and meet all requirements of this RFP, including those identified in Section 1.5 (Minimum Requirements). Proposers shall demonstrate their capability to perform all Services required by the RFP, including those specified in Appendix B (Statement of Work).

- i. Proposer Experience with building representation creation and update.
- ii. Experience of professional staff with large building representation projects.
- iii. Availability of production facilities and hardware/software solutions to process imagery for building representations.
- iv. Experience with delivering building representations within proposed deadlines.

b. Part B – Approach to Statement of Work

Provide a detailed and comprehensive description of the proposed approach to be used to meet the requirements and delivery schedule of this RFP and the Statement of Work, including the methodology, resources, capability and commitment, including, but not limited to:

- i. Proposed methodology of acquisition for each deliverable under Exhibit B.3 (Statement of Work – Building Representations), including the method used to ensure that the schedule will meet or exceed the Due Dates specified in Section 2 (Schedule of Deliverables and Payments) of Exhibit A.3 (Scope of Work – Building Representations) to Appendix A (Required Agreement).
- ii. Resources (staff, planes, hardware, software) to be used as part of the acquisition and processing.
- iii. Processing and post-processing for ensuring that each deliverable meets the specifications detailed in Exhibit B.3 (Statement of Work – Building

Representations) to Appendix B (Statement of Work), including the method used to ensure that the schedule will meet or exceed the Due Dates specified in Section 2 (Schedule of Deliverables and Payments) of Exhibit A.3 (Scope of Work – Building Representations) to Appendix A (Required Agreement).

- iv. Prior completed projects that have successfully used the same approach.
 - v. Other relevant information that will demonstrate the success of the proposed approach to the Statement of Work.
- c. Part C – Quality Control Plan
- Provide a detailed Quality Control Plan to ensure that the requirements of this Agreement are provided as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system of all Production Tasks as outlined in Section 1.4 (Acceptance Criteria) of Exhibit B.3 (Statement of Work – Building Representations) to Appendix B (Statement of Work).
- d. Part D – Delivery Schedule
- Provide a schedule of delivery for each of the deliverables under Exhibit B.3 (Statement of Work – Building Representations) to Appendix B (Statement of Work), which shall match the Due Dates specified in Section 2 (Schedule of Deliverables and Payments) of Exhibit A.3 (Scope of Work – Building Representations) to Appendix A (Required Agreement), including re-flights and re-processing of deliverables based upon external Quality Assurance/Quality Control (“QAQC”). Agreement terms include credits for late deliverables.
- e. Part E – Sample of Products
- Provide a sample of products (digital and/or hard copies) for each of the deliverables specified in Exhibit B.3 (Statement of Work – Building Representations) to Appendix B (Statement of Work).
- f. Part F – Reference and Contracts
- Each Proposer must complete and include in its in its RFP response Exhibits 4.3 (Prospective Contractor References – Building Representations) and 5 (Prospective Contractor List of Terminated Contracts) to Appendix C (Required Forms) as follows:
- (1) Exhibit 4.3 (Prospective Contractor References – Building Representations): Proposer must provide references from at least three (3) clients for which the Proposer or Proposer’s subcontractor, as applicable, has provided building representations meeting the minimum requirements specified in Section 1.5 (Minimum Requirements) over past three (3) years as set forth in this RFP. The information should identify:
 - (i) The contractor or subcontractor’s name, contract name or number, description of the services provided as part of the contract, contract time period, and contract Dollar amount;
 - (ii) Name of the client for which work was done (client name), Reference Contact name, address, telephone number, and email address; and
 - (iii) Any County contracts during the last five (5) years. Use additional sheets if necessary.

- (2) Exhibit 5 (Prospective Contractor List of Terminated Contracts): Proposer must include a listing of contracts terminated within the past three (3) years with a reason for termination.

It is the Proposer's sole responsibility to ensure that the firm's name and point of contact's name, title and phone number for each reference are accurate. County may, at its sole discretion either disqualify a Proposer or deduct evaluation points if:

- References fail to substantiate the Proposer's description of the services provided; or
- References fail to support that the Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- County is unable to reach the point of contact with reasonable effort.

It is also the Proposer's responsibility to inform the point of contact of normal working hours.

4. Qualifications and Proposed Solution – Digital Terrain Data (Section B.4)

a. Part A – Proposer's Qualifications

Demonstrate in writing how Proposer will support and meet all requirements of this RFP, including those identified in Section 1.5 (Minimum Requirements). Proposers shall demonstrate their capability to perform all Services required by the RFP, including those specified in Appendix B (Statement of Work).

- i. Experience with LIDAR and digital terrain data acquisitions.
- ii. Experience of professional staff with large LIDAR and digital terrain data acquisition projects.
- iii. Availability and technical status of digital sensors and aircraft.
- iv. Availability of production facilities and hardware/software solutions to process oblique imagery.
- v. Experience with delivering digital terrain data within proposed deadlines.

b. Part B – Approach to Statement of Work

Provide a detailed and comprehensive description of the proposed approach to be used to meet the requirements and delivery schedule of this RFP and the Statement of Work, including the methodology, resources, capability and commitment, including, but not limited to:

- i. Proposed methodology of acquisition for each deliverable under Exhibit B.4 (Statement of Work – Digital Terrain Data), including the method used to ensure that the schedule will meet or exceed the Due Dates specified in Section 2 (Schedule of Deliverables and Payments) of Exhibit A.4 (Scope of Work – Digital Terrain Data) to Appendix A (Required Agreement).
- ii. Resources (staff, planes, hardware, software) to be used as part of the acquisition and processing.
- iii. Processing and post-processing for ensuring that each deliverable meets the specifications detailed in Exhibit B.4 (Statement of Work – Digital Terrain Data) to

Appendix B (Statement of Work), including the method used to ensure that the schedule will meet or exceed the Due Dates specified in Section 2 (Schedule of Deliverables and Payments) of Exhibit A.4 (Scope of Work – Digital Terrain Data) to Appendix A (Required Agreement).

- iv. Prior completed projects that have successfully used the same approach.
 - v. Other relevant information that will demonstrate the success of the proposed approach to the Statement of Work.
- c. Part C – Quality Control Plan
- Provide a detailed Quality Control Plan to ensure that the requirements of this Agreement will be provided as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system of all Production Tasks as outlined in Section 1.4 (Acceptance Criteria) of Exhibit B.4 (Statement of Work – Digital Terrain Data) to Appendix B (Statement of Work).
- d. Part D – Delivery Schedule
- Provide a schedule of delivery for each of the deliverables under Exhibit B.4 (Statement of Work – Digital Terrain Data), which shall match the Due Dates specified in Section 2 (Schedule of Deliverables and Payments) of Exhibit A.4 (Scope of Work – Digital Terrain Data) to Appendix A (Required Agreement), including re-flights and re-processing of deliverables based upon external Quality Assurance/Quality Control (“QAQC”). Agreement terms include credits for late deliverables.
- e. Part E – Sample of Products
- Provide a sample of products (digital and/or hard copies) for each of the deliverables specified in Exhibit B.4 (Statement of Work – Digital Terrain Data) to Appendix B (Statement of Work).
- f. Part F – Reference and Contracts
- Each Proposer must complete and include in its RFP response Exhibits 4.4 (Prospective Contractor References – Digital Terrain Data) and 5 (Prospective Contractor List of Terminated Contracts) to Appendix C (Required Forms) as follows:
- (1) Exhibit 4.4 (Prospective Contractor References – Digital Terrain Data): Proposer must provide references from at least three (3) clients for which the Proposer or Proposer’s subcontractor, as applicable, has provided digital terrain data and associated services meeting the minimum requirements specified in Section 1.5 (Minimum Requirements) over the past three (3) years as set forth in this RFP. The information should identify:
 - (i) The contractor or subcontractor’s name, contract name or number, description of the services provided as part of the contract, contract time period and contract Dollar amount;
 - (ii) Name of the client for which work was done (client name), Reference Contact name, address, telephone number and email address; and
 - (iii) Any County contracts during the last five (5) years. Use additional sheets if necessary.

- (2) Exhibit 5 (Prospective Contractor List of Terminated Contracts): Proposer must include a listing of contracts terminated within the past three (3) years with a reason for termination.

It is the Proposer's sole responsibility to ensure that the firm's name and point of contact's name, title and phone number for each reference are accurate. County may, at its sole discretion either disqualify a Proposer or deduct evaluation points if:

- References fail to substantiate the Proposer's description of the services provided; or
- References fail to support that the Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- County is unable to reach the point of contact with reasonable effort.

It is also the Proposer's responsibility to inform the point of contact of normal working hours.

5. Pending Litigation and Judgments (Section B.5)

Identify by name, case and court jurisdiction any pending litigation, in which the Proposer is involved and/or judgments against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

2.10.7 TERMS AND CONDITIONS

1. Required Agreement

It is the duty of every Proposer to thoroughly review Appendix A (Required Agreement), including all applicable insurance provisions and any and all Exhibits, Attachments and Schedules thereto, to ensure compliance with all of its terms and conditions. It is County's expectation that, in submitting a proposal, the Proposers will accept all of the terms and conditions specified in Appendix A (Required Agreement), including any and all Exhibits, Attachments and Schedules thereto, as such may be modified by County prior to the commencement of the negotiations of the resultant Agreement.

In the event a Proposer takes any exceptions to Appendix A (Required Agreement), for each exception taken, the Proposer shall provide:

- a. An explanation of the reason(s) for the exception;
- b. The proposed alternative language with a "red-lined" version of the language;
- c. A description of the impact, if any, to the Proposer's price; and
- d. A red-lined version of the language at issue.

County reserves the right to determine, in its sole discretion, that a Proposer's exceptions are material enough to deem the proposal non-responsive and not be subject to further evaluation or whether to deduct points from the Proposer's evaluation score.

Based on the response, the Proposer shall check the appropriate box in Exhibit 2 (Required Agreement Certification) to Appendix C (Required Forms). Failure by the Proposer to provide such certification shall deem its proposal non-responsive, subject to disqualification from consideration.

County reserves the right to make changes to the Required Agreement, including any Exhibits, Attachments and Schedules thereto, at its sole discretion.

2. Statement of Work

The selected Contractor shall be required to provide and complete all tasks, subtasks, deliverables, goods, services and other work described in Appendix B (Statement of Work), as such may be modified by County prior to the commencement of the negotiations of the resultant Agreement. A Proposer may, however, provide proposed revisions to Appendix B (Statement of Work) while maintaining the scope and format of such Appendix B (Statement of Work), provided that reduction in, or deviation from, the scope of work described in Appendix B (Statement of Work) may result, in County’s sole discretion, in points being deducted from the Proposer’s evaluation score or the Proposer’s proposal disqualification if the revisions are material enough to deem the proposal non-responsive.

Based on the response, the Proposer shall check the appropriate box in Exhibit 3 (Statement of Work Certification) to Appendix C (Requirements and Response Documents). Failure by the Proposer to provide such certification shall deem its proposal non-responsive, subject to disqualification from consideration.

By responding to this RFP, each Proposer acknowledges and agrees that any data and information set forth in Exhibits to Appendix B (Statement of Work) are provided for informational purposes only and do not make any warranties with respect to the future. County reserves the right to make changes to the Statement of Work at its sole discretion.

2.10.8 REQUIRED FORMS (SECTION C)

Proposers shall include in their responses fully completed and executed the required forms set forth in Appendix C (Required Forms), as provided below.

EXHIBIT 1 *Proposer’s Organization Questionnaire/Affidavit*

EXHIBIT 2 *Required Agreement Certification:* See Section 1 (Required Agreement) under Section 2.10.7 (Terms and Conditions)

EXHIBIT 3 *Statement of Work Certification:* See Section 2 (Statement of Work) under Section 2.10.7 (Terms and Conditions)

EXHIBIT 4 *Prospective Contractor List of Contracts and References*

EXHIBIT 4.1 *Prospective Contractor List of Contracts and References – Oblique Images*

EXHIBIT 4.2 *Prospective Contractor List of Contracts and References – Orthogonal Images*

EXHIBIT 4.3 *Prospective Contractor List of Contracts and References – Building Representations*

EXHIBIT 4.4 *Prospective Contractor List of Contracts and References – Digital Terrain Data*

EXHIBIT 5 *Prospective Contractor List of Terminated Contracts:* One each for each of Sections B.1, B.2, B.3 and B.4 of the Business Proposal

EXHIBIT 6 *Certification of No Conflict of Interest*

EXHIBIT 7 *Familiarity with County Lobbyist Ordinance Certification*

EXHIBIT 8 *Request for Local SBE Preference Program Consideration and CBE Firm/*

Organization Information

EXHIBIT 9 *Proposer’s EEO Certification*

EXHIBIT 10 *Attestation of Willingness to Consider GAIN/GROW Participants*

EXHIBIT 11 *Contractor Employee Jury Service Program – Certification Form and Application for Exception*

EXHIBIT 12 *Certification of Compliance with County’s Defaulted Property Tax Reduction Program*

EXHIBIT 13 *Charitable Contributions Certification* (if applicable)

EXHIBIT 14 *Transitional Job Opportunities Preference Application* (if applicable)

EXHIBIT 15 *Certification of Independent Price Determination and Acknowledgment of RFP Restrictions*

2.10.9 PROOF OF INSURABILITY (SECTION D)

Proposer must provide proof of insurability that the Proposer, including any of its proposed subcontractor, meets all insurance requirements set forth in Paragraph 14 (Insurance) of Appendix A (Required Agreement). If a Proposer does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Proposer be awarded the Agreement may be submitted with the proposal.

2.10.10 COST PROPOSAL FORMAT (SECTION E)

Each RFP response must include a Cost Proposal which shall contain all costs related to completing Appendix B (Statement of Work) of the RFP. The content and sequence of the Cost Proposal must be as follows:

1. Title Page – identifying, at a minimum, the name of the firm, title of the RFP, date of submission and identification of printed documents as “Original” or “Copy”.
2. Cost Sheet – completed Appendix D (Cost Proposal), including the Fixed Price Amount.
3. Independent Price Determination Certification – completed Exhibit 15 (Certification of Independent Price Determination and Acknowledgment of RFP Restrictions) to Appendix C (Required Forms).

All Proposals must have a narrative attached to the budget providing a thorough and clear explanation of all projected line item budget costs. The narrative must follow the same sequence as the line item budget and must include an explanation of the method of allocating costs for any joint or shared budget item. The budget and budget narrative will be made a part of the resultant Agreement with the selected Proposer.

It is recommended to develop a budget based on unit price where possible. Cost per 1 square mile based on specific imagery products (with consideration taken for volume of square miles and various types of terrain: urban, semi-urban, rural, national forests or other similar types of land). All proposals must specify if offshore capacity for aerial imagery processing will be used. In such cases, proposals must specify the scope of operations to be outsourced, volume of work and other necessary provisions that will be implemented to achieve the high standards of QC, security, time schedules, etc. required for this project.

2.11 PROPOSALS

2.11.1 PROPOSAL SUBMISSION

Each of the proposals submitted (Business Proposal and Cost Proposal) must include (i) one (1) “original” printed proposal bound, (ii) six (6) printed “copies” of the proposal unbound and suitable for being copied by County team members, and (iii) one (1) electronic copy of the proposal on digital media such as a CD.

The original Business Proposal bound, six (6) unbound copies and one electronic copy shall be enclosed in a sealed package, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

“BUSINESS PROPOSAL FOR DIGITAL AERIAL DATA RFP”

The original Cost Proposal bound, six (6) unbound copies and one electronic copy shall be enclosed in a sealed package, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

“COST PROPOSAL FOR DIGITAL AERIAL DATA RFP”

While the two (2) proposals may be boxed and delivered together, they must be **SEALED SEPARATELY** within the box, if one box is used, since the Cost Proposals must be separated from the Business Proposals and are handled separately during the evaluation process.

2.11.2 PROPOSAL DELIVERY

It is the sole responsibility of each submitting Proposer to ensure that its response to this RFP (including the Business Proposal and the Cost Proposal) is received before the submission deadline. The proposals shall be delivered or mailed to the individual identified as the Contract Manager identified in Section 1.10(Contact with County Personnel) of this RFP. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any proposals received after the scheduled closing date and time for receipt of proposals, as listed in Section 2.5 (RFP Timetable) of this RFP, will not be accepted and will be returned to the sender unopened. Timely hand-delivered proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

2.11.3 FIRM OFFERS

All proposals shall be firm offers and may not be withdrawn for a period of one hundred eighty (180) days following the last day to submit proposals. Until the proposal submission deadline, errors in proposals may be corrected by a written request to withdraw the proposal and to submit another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

3. SELECTION PROCESS AND EVALUATION CRITERIA

3.1 SELECTION PROCESS

County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal no later than by the due date specified in *Section 2.5 (RFP Timetable)* above.

Evaluation of the proposals will be made by an Evaluation Committee selected by the CIO. The Evaluation Committee will evaluate the proposals and will use the evaluation criteria and corresponding weighting factors (“Evaluation Criteria”) listed below in this *Section 3 (Selection Process and Evaluation Criteria)* to select a prospective Contractor. The Evaluation Committee may utilize the services of appropriate experts to assist in the evaluation.

All proposals will first be screened to determine preliminary compliance with the Minimum Requirements. All proposals that passed the Minimum Requirements will then be evaluated based on the evaluation criteria listed below in this *Section 3 (Selection Process and Evaluation Criteria)*. The proposals will be scored and ranked in numerical sequence from high to low. County may also, at its option, invite Proposers being evaluated for an interview to make a verbal presentation to corroborate their proposals, as further provided in *Section 3.5.3 (Proposer Interview)*.

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

Notwithstanding the foregoing, County retains the right to select a proposal other than the highest ranked proposal, if County determines, in its sole discretion, that another proposal is the most overall qualified, cost-effective, responsive and is in the best interests of County.

3.2 ADHERENCE TO MINIMUM REQUIREMENTS (PASS/FAIL)

County shall review each Proposer’s response provided in Exhibit 1 (Proposer’s Organization Questionnaire/Affidavit) to Appendix C (Required Forms) and Section B (Qualifications and Proposed Solution) of the Business Proposal in response to Section 2.6 (Solicitation Requirements Review) of the RFP and determine if the Proposer meets the Minimum Requirements as specified in Section 1.5 (Minimum Requirements) of this RFP. Minimum Requirements may be revisited at any time during the review/evaluation process.

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

3.3 DISQUALIFICATION REVIEW

A proposal may also be disqualified from consideration if County, at any time during the review/evaluation process, determines such proposal to be non-responsive, including if it fails to meet the Minimum Requirements. If County determines that a proposal is disqualified due to the Proposer’s failure to meet the Minimum Requirements or that its proposal is otherwise non-

responsive, County shall provide the Proposer with a written notification, which shall include the deadline for requesting a Disqualification Review.

Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review by the date specified by County in its notice of disqualification. Requests for a Disqualification Review not submitted timely will be denied.

A Disqualification Review may be granted only if all of the following criteria are satisfied:

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

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

3.4 BUSINESS PROPOSAL EVALUATION AND CRITERIA

Business Proposals that have passed the Minimum Requirements will be evaluated for quality and evidence provided in support of the Proposer's ability to meet the requirements of this RFP, including Section 1.5 (Minimum Requirements) above, and scored based on the Evaluation Criteria set forth in this Section 3.4 (Business Proposal Evaluation and Criteria) below. Any reviews conducted during the evaluation of the proposals may result in points being deducted from the score.

All information received during the evaluation process shall be considered including the Proposer's written proposal, direct observations made by the evaluators and statements made by the Proposer during any interviews. Additionally, the evaluation team may consult subject matter experts during the evaluation process, which will also be considered.

3.4.1 OBLIQUE IMAGES (30%)

1. Proposer's Qualifications (20%)

Proposers will be evaluated based on information provided in Part A (Proposer's Qualifications) and Part F (References and Contracts) of Section B.1(Qualifications and Proposed Solution – Oblique Images) of the Business Proposal in response to Section 1 (Qualifications and Proposed Solution – Oblique Images (Section B.1)) under Section 2.10.6 (Proposer's Qualifications and Proposed Solution (Section B)) of this RFP, considering, among other factors, the following criteria:

- i. Experience with large oblique imagery acquisition projects.
- ii. Availability of professional staff experienced with large oblique imagery acquisition projects.
- iii. Availability and status of digital sensors and aircraft.
- iv. Availability of production facilities and hardware/software solutions.
- v. Availability of software solutions for desktop access to oblique imagery.

- vi. Availability and technical capability to provide a hosted solution for access to oblique aerial imagery.
- vii. Experience with delivering oblique imagery within Proposal deadlines.

2. Proposer's Approach to Statement of Work (20%)

Each Proposer will be evaluated on the description of the approach to be used to meet the requirements of this RFP and the Statement of Work, including the methodology, capability and commitment, based on information provided in Part B (Approach to Statement of Work) of Section B.1 (Qualifications and Proposed Solution – Oblique Images) of the Business Proposal in response to Section 1 (Qualifications and Proposed Solution – Oblique Images (Section B.1)) under Section 2.10.6 (Proposer's Qualifications and Proposed Solution (Section B)) of this RFP and during any interview conducted by County pursuant in Section 3.5.3 (Proposer Interview), considering, among other factors, the following criteria:

- i. Proposed approach to providing the software and hosted solutions as specified in Exhibit B.1 (Statement of Work – Oblique Images) to Appendix B (Statement of Work) to the RFP.
- ii. Proposed methodology of creation and acquisition for each deliverables as specified in Exhibit B.1 (Statement of Work – Oblique Images) to Appendix B (Statement of Work) to the RFP.
- iii. Proposed methodology of post processing to ensure accuracy requirements as specified in Exhibit B.1 (Statement of Work – Oblique Images) to Appendix B to the RFP.
- iv. Proposed technical support, documentation, and training plan.
- v. Proposed methodology for correcting image deficiencies.
- vi. Proposer's degree of satisfying or exceeding requirements in Exhibit B.1 (Statement of Work – Oblique Images) to Appendix B (Statement of Work) to the RFP.

3. Proposer's Quality Control Plan (10%)

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan (QCP) to ensure the requirements of the resultant Agreement are provided as specified, including the methodology, capability and commitment, based on information provided in Part C (Quality Control Plan) of Section B.1 (Qualifications and Proposed Solution – Oblique Images) of the Business Proposal in response to Section 1 (Qualifications and Proposed Solution – Oblique Images (Section B.1)) under Section 2.10.6 (Proposer's Qualifications and Proposed Solution (Section B)) of this RFP and during any interview conducted by County pursuant in Section 3.5.3 (Proposer Interview). Evaluation of the Quality Control Plan shall cover the proposed monitoring system of all Production Tasks as outlined in Section 1.2 (Tasks and Deliverables) of Exhibit B.1 (Statement of Work – Oblique Images) of Appendix B (Statement of Work) to the RFP.

4. Proposer's Delivery Schedule (10%)

The Evaluation Committee will evaluate the submitted proposals based upon information provided in Part D (Delivery Schedule) of Section B.1 (Qualifications and Proposed Solution – Oblique Images) of the Business Proposal in response to Section 1 (Qualifications and Proposed Solution – Oblique Images (Section B.1)) under Section 2.10.6 (Proposer's

Qualifications and Proposed Solution (Section **B**) of this RFP and during any interview conducted by County pursuant in Section 3.5.3 (Proposer Interview), including:

- i. Proposed acquisition, processing, and delivery schedule.
- ii. Proposed schedule for eventual re-fly or re-process of deliverables based on external Quality Assurance / Quality Control (QA/QC).
- iii. Commitment to proposed project schedule with clearly specified requirements for weather conditions (or other conditions).

5. Proposer's Samples of Products (15%)

The Evaluation Committee will evaluate product samples (digital and/or hard copies) created using the proposed methodology to meet the required specifications of the products. The Evaluation Committee will also evaluate the proposed software and hosted solutions for functionality and capabilities as specified in Part E (Sample of Products) of Section B.1 (Qualifications and Proposed Solution – Oblique Images) of the Business Proposal in response to Section 1 (Qualifications and Proposed Solution – Oblique Images (**Section B.1**)) under Section 2.10.6 (Proposer's Qualifications and Proposed Solution (Section **B**)) of this RFP to ensure they meet the software requirements specified in Section 1.5 (Supporting Software Requirements) of Exhibit B.1 (Statement of Work – Oblique Images) to Appendix B (Statement of Work) to the RFP.

6. Proposer's Cost Proposal (25%)

The maximum number of possible points will be awarded to the lowest price proposal. All other proposals will be compared to the lowest price and points awarded accordingly, as provided below.

$$\text{Price Score} = A \div B \times \text{number of points assigned to that category}$$

where A = Lowest Price = A and B = Price of Proposal Being Evaluated.

i. Local SBE Preference

Eight percent (8%) of the lowest costs proposed will be calculated, and that amount will be deducted from the cost submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.

ii. Transitional Job Opportunities Preference

Eight percent (8%) of the lowest amount proposed will be calculated and that amount will be deducted from the cost submitted by all Proposers who requested and were granted the Transitional Job Opportunities Preference.

3.4.2 ORTHOGONAL IMAGES (30%)

1. Proposer's Qualifications (20%)

Proposers will be evaluated based on information provided in Part A (Proposer's Qualifications) and Part F (References and Contracts) of Section B.2 (Qualifications and Proposed Solution – Orthogonal Images) of the Business Proposal in response to Section 2 (Qualifications and Proposed Solution – Orthogonal Images (**Section B.2**)) under Section 2.10.6 (Proposer's Qualifications and Proposed Solution (Section **B**)) of this RFP, considering, among other factors, the following criteria:

- i. Experience with large orthogonal imagery acquisition projects.

- ii. Availability professional staff experienced with large orthogonal imagery acquisition projects.
- iii. Availability and status of digital sensors and aircraft.
- iv. Availability of production facilities and hardware/software solutions.
- v. Client references from similar projects in the past two (2) years.

2. Proposer's Approach to Statement of Work (30%)

Each Proposer will be evaluated on the description of the approach to be used to meet the requirements of this RFP and the Statement of Work, including the methodology, capability and commitment, based on information provided in Part B (Approach to Statement of Work) of Section B.2 (Qualifications and Proposed Solution – Orthogonal Images) of the Business Proposal in response to Section 2 (Qualifications and Proposed Solution – Orthogonal Images (Section B.2)) under Section 2.10.6 (Proposer's Qualifications and Proposed Solution (Section B)) of this RFP and during any interview conducted by County pursuant in Section 3.5.3 (Proposer Interview), considering, among other factors, the following criteria:

- i. Proposed methodology of creation and/or acquisition for each deliverable as specified in Exhibit B.2 (Statement of Work – Orthogonal Images) to Appendix B (Statement of Work) to the RFP.
- ii. Proposed methodology of post processing for each applicable deliverable to ensure accuracy requirements as specified in Exhibit B.2 (Statement of Work – Orthogonal Images) to Appendix B (Statement of Work) to the RFP.
- iii. Proposer's degree of satisfying or exceeding requirements in Exhibit B.2 (Statement of Work – Orthogonal Images) to Appendix B (Statement of Work) to the RFP.

3. Proposer's Quality Control Plan (10%)

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan (QCP) to ensure the requirements of the resultant Agreement are provided as specified, including the methodology, capability and commitment, based on information provided in Part C (Quality Control Plan) of Section B.2 (Qualifications and Proposed Solution – Orthogonal Images) of the Business Proposal in response to Section 2 (Qualifications and Proposed Solution – Orthogonal Images (Section B.2)) under Section 2.10.6 (Proposer's Qualifications and Proposed Solution (Section B)) of this RFP and during any interview conducted by County pursuant in Section 3.5.3 (Proposer Interview). Evaluation of the Quality Control Plan shall cover the proposed monitoring system of all Production Tasks as outlined in Section 1.2 (Tasks and Deliverables) of Exhibit B.2 (Statement of Work – Orthogonal Images) of Appendix B (Statement of Work) to the RFP.

4. Proposer's Delivery Schedule (10%)

The Evaluation Committee will evaluate the submitted proposals based upon information provided in Part D (Delivery Schedule) of Section B.2 (Qualifications and Proposed Solution – Orthogonal Images) of the Business Proposal in response to Section 2 (Qualifications and Proposed Solution – Orthogonal Images (Section B.2)) under Section 2.10.6 (Proposer's Qualifications and Proposed Solution (Section B)) of this RFP and during any interview conducted by County pursuant in Section 3.5.3 (Proposer Interview), including:

- i. Proposed delivery schedule.

- ii. Proposed schedule for eventual re-fly or re-process of deliverables based on external Quality Assurance / Quality Control (QA/QC).
- iii. Commitment to proposed project schedule with clearly specified requirements for weather conditions (or other conditions).

5. Proposer's Samples of Products (5%)

The Evaluation Committee will evaluate the submitted proposals using samples of products (digital and/or hard copies) created using the proposed methodology as well as test access to the configured and hosted software for accessing the oblique imagery, as specified in Part E (Sample of Products) of Section B.2 (Qualifications and Proposed Solution – Orthogonal Images) of the Business Proposal in response to Section 2 (Qualifications and Proposed Solution – Orthogonal Images (Section B.2)) under Section 2.10.6 (Proposer's Qualifications and Proposed Solution (Section B)) of this RFP.

6. Proposer's Cost Proposal (25%)

The maximum number of possible points will be awarded to the lowest price proposal. All other proposals will be compared to the lowest price and points awarded accordingly, as provided below.

$$\text{Price Score} = A \div B \times \text{number of points assigned to that category}$$

where A = Lowest Price = A and B = Price of Proposal Being Evaluated.

i. Local SBE Preference

Eight percent (8%) of the lowest costs proposed will be calculated, and that amount will be deducted from the cost submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.

ii. Transitional Job Opportunities Preference

Eight percent (8%) of the lowest amount proposed will be calculated and that amount will be deducted from the cost submitted by all Proposers who requested and were granted the Transitional Job Opportunities Preference.

3.4.3 BUILDING REPRESENTATIONS (10%)

1. Proposer's Qualifications (20%)

Proposers will be evaluated based on information provided in Part A (Proposer's Qualifications) and Part F (References and Contracts) of Section B.3 (Qualifications and Proposed Solution – Building Representations) of the Business Proposal in response to Section 3 (Qualifications and Proposed Solution – Building Representations (Section B.3)) under Section 2.10.6 (Proposer's Qualifications and Proposed Solution (Section B)) of this RFP, considering, among other factors, the following criteria:

- i. Experience with large building representation projects.
- ii. Availability of professional staff experienced with large building representation projects.
- iii. Availability of production facilities and hardware/software solutions.
- iv. Client references from similar projects in the past two (2) years.

2. Proposer's Approach to Statement of Work (30%)

Each Proposer will be evaluated on the description of the approach to be used to meet the requirements of this RFP and the Statement of Work, including the methodology, capability and commitment, based on information provided in Part B (Approach to Statement of Work) of Section B.3 (Qualifications and Proposed Solution – Building Representations) of the Business Proposal in response to Section 3 (Qualifications and Proposed Solution – Building Representations (Section B.3)) under Section 2.10.6 (Proposer’s Qualifications and Proposed Solution (Section B)) of this RFP and during any interview conducted by County pursuant in Section 3.5.3 (Proposer Interview), considering, among other factors, the following criteria:

- i. Proposed methodology for acquisition for each deliverable as specified in Exhibit B.3 (Statement of Work – Building Representations) to Appendix B (Statement of Work) to the RFP.
- ii. Proposed approach to post processing for each applicable deliverable to ensure accuracy requirements as specified in Exhibit B.3 (Statement of Work – Building Representations) to Appendix B (Statement of Work) to the RFP.

3. Proposer’s Quality Control Plan (10%)

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan (QCP) to ensure the requirements of the resultant Agreement are provided as specified, including the methodology, capability and commitment, based on information provided in Part C (Quality Control Plan) of Section B.3 (Qualifications and Proposed Solution – Building Representations) of the Business Proposal in response to Section 3 (Qualifications and Proposed Solution – Building Representations (Section B.3)) under Section 2.10.6 (Proposer’s Qualifications and Proposed Solution (Section B)) of this RFP and during any interview conducted by County pursuant in Section 3.5.3 (Proposer Interview). Evaluation of the Quality Control Plan shall cover the proposed monitoring system of all Production Tasks as outlined in Section 1.2 (Tasks and Deliverables) of Exhibit B.3 (Statement of Work – Building Representations) of Appendix B (Statement of Work) to the RFP.

4. Proposer’s Delivery Schedule (10%)

The Evaluation Committee will evaluate the submitted proposals based upon information provided in Part D (Delivery Schedule) of Section B.3 (Qualifications and Proposed Solution – Building Representations) of the Business Proposal in response to Section 3 (Qualifications and Proposed Solution – Building Representations (Section B.3)) under Section 2.10.6 (Proposer’s Qualifications and Proposed Solution (Section B)) of this RFP and during any interview conducted by County pursuant in Section 3.5.3 (Proposer Interview), including:

- i. Proposed delivery schedule.
- ii. Proposed schedule for eventual re-process of deliverables based on external Quality Assurance / Quality Control (QA/QC).
- iii. Commitment to proposed project schedule with clearly specified requirements for weather conditions (or other conditions).

5. Proposer’s Samples of Products (5%)

The Evaluation Committee will evaluate the submitted proposals using samples of products (digital and/or hard copies) created using the proposed methodology as well as test access to the configured and hosted software for accessing the oblique imagery, as specified in Part E (Sample of Products) of Section B.3 (Qualifications and Proposed Solution – Building Representations) of the Business Proposal in response to Section 3 (Qualifications and Proposed Solution – Building Representations (Section B.3)) under Section 2.10.6 (Proposer’s Qualifications and Proposed Solution (Section B)) of this RFP.

6. Proposer’s Cost Proposal (25%)

The maximum number of possible points will be awarded to the lowest price proposal. All other proposals will be compared to the lowest price and points awarded accordingly, as provided below.

Price Score $A \div B \times$ number of points assigned to that category

where A = Lowest Price = A and B = Price of Proposal Being Evaluated.

i. Local SBE Preference

Eight percent (8%) of the lowest costs proposed will be calculated, and that amount will be deducted from the cost submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.

ii. Transitional Job Opportunities Preference

Eight percent (8%) of the lowest amount proposed will be calculated and that amount will be deducted from the cost submitted by all Proposers who requested and were granted the Transitional Job Opportunities Preference.

3.4.4 DIGITAL TERRAIN DATA (30%)

1. Proposer’s Qualifications (20%)

Proposers will be evaluated based on information provided in Part A (Proposer’s Qualifications) and Part F (References and Contracts) of Section B.4 (Qualifications and Proposed Solution – Digital Terrain Data) of the Business Proposal in response to Section 4 (Qualifications and Proposed Solution – Digital Terrain Data (Section B.4)) under Section 2.10.6 (Proposer’s Qualifications and Proposed Solution (Section B)) of this RFP, considering, among other factors, the following criteria:

- i. Experience with large digital terrain data acquisitions.
- ii. Experience of staff with large LIDAR-based digital terrain data acquisition projects.
- iii. Availability and status of digital sensors and aircraft.
- iv. Experience of staff developing contours based upon LIDAR-based digital terrain data.
- v. Availability of production facilities and hardware/software solutions.
- vi. Client references from similar projects in the past two (2) years.

2. Proposer’s Approach to Statement of Work (30%)

Each Proposer will be evaluated on the description of the approach to be used to meet the requirements of this RFP and the Statement of Work, including the methodology, capability and commitment, based on information provided in Part B (Approach to Statement of Work) of Section B.4 (Qualifications and Proposed Solution – Digital Terrain Data) of the Business

Proposal in response to Section 4 (Qualifications and Proposed Solution – Digital Terrain Data (Section B.4)) under Section 2.10.6 (Proposer’s Qualifications and Proposed Solution (Section B)) of this RFP and during any interview conducted by County pursuant in Section 3.5.3 (Proposer Interview), considering, among other factors, the following criteria:

- i. Proposed methodology of creation and/or acquisition for each deliverable as specified in Exhibit B.4 (Statement of Work – Digital Terrain Data) to Appendix B (Statement of Work) to the RFP.
- ii. Proposed methodology of post processing for each applicable deliverable to ensure accuracy requirements as specified in Exhibit B.4 (Statement of Work – Digital Terrain Data) to Appendix B (Statement of Work) to the RFP.
- iii. Proposer’s degree of satisfying or exceeding requirements in Exhibit B.4 (Statement of Work – Digital Terrain Data) of Appendix B (Statement of Work – Digital Terrain Data) to the RFP.

3. Proposer’s Quality Control Plan (10%)

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan (QCP) to ensure the requirements of the resultant Agreement are provided as specified, including the methodology, capability and commitment, based on information provided in Part C (Quality Control Plan) of Section B.4 (Qualifications and Proposed Solution – Digital Terrain Data) of the Business Proposal in response to Section 4 (Qualifications and Proposed Solution – Digital Terrain Data (Section B.4)) under Section 2.10.6 (Proposer’s Qualifications and Proposed Solution (Section B)) of this RFP and during any interview conducted by County pursuant in Section 3.5.3 (Proposer Interview). Evaluation of the Quality Control Plan shall cover the proposed monitoring system of all Production Tasks as outlined in Section 1.2 (Tasks and Deliverables) of Exhibit B.4 (Statement of Work – Digital Terrain Data) of Appendix B (Statement of Work) to the RFP.

4. Proposer’s Delivery Schedule (10%)

The Evaluation Committee will evaluate the submitted proposals based upon information provided in Part D (Delivery Schedule) of Section B.4 (Qualifications and Proposed Solution – Digital Terrain Data) of the Business Proposal in response to Section 4 (Qualifications and Proposed Solution – Digital Terrain Data (Section B.4)) under Section 2.10.6 (Proposer’s Qualifications and Proposed Solution (Section B)) of this RFP and during any interview conducted by County pursuant in Section 3.5.3 (Proposer Interview), including:

- i. Proposed delivery schedule.
- ii. Proposed schedule for eventual re-fly or re-process of deliverables based on external Quality Assurance / Quality Control (QA/QC).
- iii. Commitment to proposed project schedule with clearly specified requirements for weather conditions (or other conditions).

5. Proposer’s Samples of Products (5%)

The Evaluation Committee will evaluate the submitted proposals using samples of products (digital and/or hard copies) created using the proposed methodology as well as test access to the configured and hosted software for accessing the oblique imagery, as specified in Section Part E (Sample of Products) of Section B.4 (Qualifications and Proposed Solution – Digital Terrain Data) of the Business Proposal in response to Section 4 (Qualifications and Proposed

Solution – Digital Terrain Data (Section B.4) under Section 2.10.6 (Proposer’s Qualifications and Proposed Solution (Section B)) of this RFP.

6. Proposer’s Cost Proposal (25%)

The maximum number of possible points will be awarded to the lowest price proposal. All other proposals will be compared to the lowest price and points awarded accordingly, as provided below.

Price Score = $A \div B \times$ number of points assigned to that category

where A = Lowest Price = A and B = Price of Proposal Being Evaluated.

i. Local SBE Preference

Eight percent (8%) of the lowest costs proposed will be calculated, and that amount will be deducted from the cost submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.

ii. Transitional Job Opportunities Preference

Eight percent (8%) of the lowest amount proposed will be calculated and that amount will be deducted from the cost submitted by all Proposers who requested and were granted the Transitional Job Opportunities Preference.

3.5 PROPOSAL REQUIREMENTS

3.5.1 REQUIRED FORMS (SECTION C)

Proposer shall be evaluated subject to the completion and proper execution of all required forms in Appendix C (Required Forms) to this RFP as part of Section C (Required Forms) of the Business Proposal in accordance with Sections 2.10.7 (Terms and Conditions) and 2.10.8 (Required Forms (Section C)) of the RFP.

3.5.2 PROOF OF INSURABILITY (SECTION D)

Proposer shall be evaluated subject to meeting all insurance requirements as demonstrated in Section D (Proof of Insurability) of the Business Proposal in accordance with Section 2.10.9 (Proof of Insurability (Section D)) of the RFP.

3.5.3 PROPOSER INTERVIEW

County may require interviews with the top scoring proposers based on the evaluation of their proposals. Proposers shall be provided with an advance notification prior to such interviews.

3.6 PROPOSED CONTRACTOR SELECTION REVIEW

3.6.1 DEBRIEFING PROCESS

Upon completion of the evaluation, and prior to entering into negotiations with the selected Proposer, the Department shall notify the remaining Proposers in writing that the Department is entering into negotiations with another selected Proposer. Upon receipt of such notification, any non-selected Proposer may submit a written request for a debriefing (“Debriefing”) within the time specified in the notification letter. A request for a Debriefing may, in the Department’s sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Proposer’s response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because the Agreement execution process has not been completed,

responses from other Proposers shall not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Section 3.6.2 (Selection Review) below), if the requesting Proposer is not satisfied with the results of the Debriefing.

3.6.2 SELECTION REVIEW

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review described in this Section 3.6.2 (Selection Review) may submit a written request for a Proposed Contractor Selection Review in the manner and timeframe as shall be specified by the Department.

A request for a Proposed Contractor Selection Review may, in the Department's sole discretion, be granted only if the request satisfies all of the following criteria:

- A. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;
- B. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
- C. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - 1. The Department materially failed to follow procedures specified in its solicitation document, which includes:
 - a. Failure to correctly apply the standards for reviewing the proposal format requirements
 - b. Failure to correctly apply the standards and/or follow the prescribed methods for evaluating the proposals as specified in the solicitation document
 - c. Use of evaluation criteria that were different from the Evaluation Criteria disclosed in the RFP
 - 2. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended Contractor
 - 3. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation
 - 4. Another basis for review as provided by State or Federal law; and
- D. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review and always before the date the Agreement award recommendation is scheduled to be heard by the Board. The written decision shall additionally

instruct the Proposer of the manner and timeframe for requesting a review by the Department (see Section 3.7 (County Independent Review Process) below).

3.7 COUNTY INDEPENDENT REVIEW PROCESS

Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

A request for a County Independent Review may, in the County's sole discretion, be granted only if the request satisfies all of the following criteria:

- A. The person or entity requesting a County Independent Review is a Proposer;
- B. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
- C. The person or entity requesting a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (i) arise from the Department's written decision and (ii) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 3.6.2 (Selection Review) above.

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



APPENDIX A

REQUIRED AGREEMENT

**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
[TO BE DETERMINED]
FOR
DIGITAL AERIAL DATA**

AGREEMENT NUMBER _____

JULY 2013

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EXHIBITS

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 - Section 1 Statement of Work
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 - Section 2 Schedule of Deliverables and Payments
 - Exhibit A.3 Scope of Work – Building Representations
 - Section 1 Statement of Work
 - Section 2 Schedule of Deliverables and Payments
 - Exhibit A.4 Scope of Work – Digital Terrain Data
 - Section 1 Statement of Work
 - Section 2 Schedule of Deliverables and Payments
- Exhibit B Participating Entities
- Exhibit C Project Schedule
 - Schedule C.1 Optional Work Schedule
- Exhibit D Administration of Agreement – County
- Exhibit E Administration of Agreement – Contractor
- Exhibit F Contractor’s EEO Certification
- Exhibit G Confidentiality and Assignment Agreement
- Exhibit H Safely Surrendered Baby Law
- Exhibit I Jury Service Ordinance
- Exhibit J Request for Proposals [incorporated by reference]
- Exhibit K Contractor’s Proposal [incorporated by reference]

This Agreement is entered into this ____ day of _____, 2013 by and between the County of Los Angeles, a political subdivision of the State of California (hereinafter “County”), and _____ (hereinafter Contractor”) (hereinafter collectively also the “parties”).

RECITALS

WHEREAS, Contractor is in the business of capturing, licensing and supporting digital aerial data and providing related software and services; and

WHEREAS, County is authorized by, inter alia, California Government Code sections 26227 and 31000 to contract for goods and services, including the work contemplated herein; and

WHEREAS, County issued a Request for Proposals (RFP) for capturing, licensing and supporting Digital Aerial Data for the Los Angeles Region Imagery Acquisition Consortium (LAR-IAC); and

WHEREAS, Contractor has submitted a proposal to County response to the RFP, based on which Contractor has been selected for recommendation for award of this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein and for good and valuable consideration, County and Contractor agree as follows:

1. APPLICABLE DOCUMENTS

1.1 INTERPRETATION

The provisions of this document (hereinafter “Base Agreement”), along with Exhibits A, B, C, D, E, F, G, H, I and J including Attachments and Schedules thereto, attached hereto, and Exhibits J and K, not attached hereto, all described in this Paragraph 1.1 below and incorporated herein by reference, collectively form and throughout and hereinafter are referred to as the “Agreement”. 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, subtask, deliverable, goods, service or other Work, or otherwise, between this Base Agreement and the Exhibits, Attachments and Schedules or between the Exhibits, Attachments and Schedules, then such conflict or inconsistency shall be resolved by giving precedence first to this Base Agreement, and then to the Exhibits, Attachments and Schedules according to the following descending priority:

Exhibit A – Scope of Work

Exhibit A.1 – Scope of Work – Oblique Images

Exhibit A.2 – Scope of Work – Orthogonal Images

Exhibit A.3 – Scope of Work – Building Representations

Exhibit A.4 – Scope of Work – Digital Terrain Data

Exhibit B – Participating Entities

Exhibit C – Project Schedule

Schedule C.1 – Optional Work Schedule

Exhibit D – Administration of Agreement – County

Exhibit E – Administration of Agreement – Contractor

Exhibit F – Contractor’s EEO Certification

Exhibit G – Confidentiality and Assignment Agreement

- Exhibit H – Safely Surrendered Baby Law
- Exhibit I – Jury Service Ordinance
- Exhibit J – Request for Proposals [incorporated by reference]
- Exhibit K – Contractor’s Proposal [incorporated by reference]

1.2 ENTIRE AGREEMENT

This Base Agreement, together with the Recitals and all Exhibits, Attachments and Schedules (hereinafter collectively referred to as the “Agreement”), as further defined in Paragraph 1.1 (Interpretation) above, constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations between the parties relating to the subject matter of this Agreement.

1.3 DEFINITIONS

The terms and phrases in this Paragraph 1.3 in quotes and with initial letter capitalized, where applicable, whether singular or plural, shall have the particular meanings set forth below whenever such terms are used in this Agreement.

1.3.1 ACCEPTANCE ; ACCEPTED

The terms “Acceptance” and “Accepted”, whether with lower case or upper case initial letter, shall have the meanings specified in Paragraph 6.3.1 (Acceptance Criteria) below.

1.3.2 ACCEPTANCE CRITERIA

The term “Acceptance Criteria” shall mean the agreed upon quality control standards for verifying that the Work provided by Contractor under this Agreement meets the requirements hereof, as set forth in Section 1.4 (Acceptance Criteria) of the applicable Statement of Work and further defined in Paragraph 6.3.1 (Acceptance Criteria) below.

1.3.3 ADDITIONAL PHASE

The term “Additional Phase” shall have the meaning specified in Paragraph 7.2 (Extended Term) below.

1.3.4 ANNUAL FEE

The term “Annual Fee” shall mean any annual amount that may be paid by County to Contractor for the Work provided by Contractor under the Agreement.

1.3.5 AUTHORIZED DEPARTMENT

The term “Authorized Department” shall mean any of the County Departments approved by County to enjoy the License granted by this Agreement and listed in Exhibit B (Participating Entities), as further set forth in Paragraph 11.1 (Authorized Entities) below.

1.3.6 AUTHORIZED ENTITY

The term “Authorized Entity” shall mean any entity authorized by County to enjoy the License granted by this Agreement, including any Authorized Department and/or Authorized Participant, and listed in Exhibit B (Participating Entities), as further set forth in Paragraph 11.1 (Authorized Entities) below.

1.3.7 AUTHORIZED PARTICIPANT

The term “Authorized Participant” shall mean any non-County Participating Entity authorized by County to enjoy the License granted by this Agreement and listed in Exhibit B (Participating Entities), as further set forth in Paragraph 11.1 (Authorized Entities) below.

1.3.8 AUTHORIZED USER

The term “Authorized User” shall have the meaning specified in Paragraph 11.2 (Authorized Users) below.

1.3.9 AMENDMENT

The term “Amendment” shall have the meaning specified in Paragraph 4 (Changes Notices and Amendments).

1.3.10 BASE AGREEMENT

The term “Base Agreement” shall have the meaning specified in Paragraph 1.1 (Interpretation) above.

1.3.11 BOARD OF SUPERVISORS; BOARD

The terms “Board of Supervisors” and “Board” shall mean County’s Board of Supervisors, which is the governing body of County.

1.3.12 BUILDING REPRESENTATIONS

The term “Building Representations” shall have the meaning specified in Section 1.3 (Definitions) of Exhibit A (Scope of Work).

1.3.13 BUSINESS DAY

The term “Business Day” shall mean Monday through Friday, excluding County observed holidays, unless stated otherwise herein.

1.3.14 CHANGE NOTICE

The term “Change Notice” shall have the meaning specified in Paragraph 4 (Changes Notices and Amendments).

1.3.15 CONFIDENTIAL INFORMATION

The term “Confidential Information” shall mean any data or information, in any format, and includes financial or otherwise sensitive information, any County Data and any other information otherwise deemed confidential by County or by Contractor or by applicable Federal, State or local law, as further specified in Paragraph 18.1 (Confidentiality).

1.3.16 CONTRACT SUM

The term “Contract Sum” shall mean the total monetary amount payable by County to Contractor hereunder, as set forth in Paragraph 8.1 (Maximum Contract Sum). The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.

1.3.17 CONTRACTOR

The term “Contractor” shall have the meaning specified in the Preamble to the Agreement.

1.3.18 CONTRACTOR KEY PERSONNEL

The term “Contractor Key Personnel” shall have the meaning specified in Paragraph 3.1

(Contractor Administration).

1.3.19 CONTRACTOR KEY STAFF

The term “Contractor Key Staff” shall have the meaning specified in Paragraph 3.3 (Approval of Contractor’s Staff).

1.3.20 CONTRACTOR’S PROJECT DIRECTOR

The term “Contractor’s Project Director” shall have the meaning specified in Paragraph 3.2.1 (Contractor’s Project Director).

1.3.21 CONTRACTOR’S PROJECT EXECUTIVE

The term “Contractor’s Project Executive” shall be the person designated as such in Exhibit E (Administration of Agreement – Contractor), who shall be authorized to execute documents and bind Contractor under this Agreement.

1.3.22 CONTRACTOR’S PROJECT MANAGER

The term “Contractor’s Project Manager” shall have the meaning specified in Paragraph 3.2.2 (Contractor’s Project Manager).

1.3.23 COUNTY

The term “County” shall mean the County of Los Angeles, California, including all of its Departments.

1.3.24 COUNTY INDEMNITEES

The term “County Indemnitees” shall have the meaning specified in Paragraph 13 (Indemnification).

1.3.25 COUNTY KEY PERSONNEL

The term “County Key Personnel” shall have the meaning specified in Paragraph 2.1 (County Administration).

1.3.26 COUNTY MATERIALS

The term “County Materials” shall have the meaning specified in Paragraph 16.1 (County Materials).

1.3.27 COUNTY SOFTWARE

The term “County Software” shall mean any software installed and utilized by County other than the Software provided by County.

1.3.28 COUNTY’S PROJECT DIRECTOR

The term “County’s Project Director” shall have the meaning specified in Paragraph 2.2.1 (County’s Project Director).

1.3.29 COUNTY’S PROJECT MANAGER

The term “County’s Project Manager” shall have the meaning specified in Paragraph 2.2.2 (County’s Project Manager).

1.3.30 DATA; DIGITAL AERIAL DATA; DIGITAL DATA; DATASET

The terms “Digital Aerial Data”, “Digital Data” and “Data” shall mean the data provided by Contractor under this Agreement, including Oblique Images, Orthogonal Images, Building

Representations and Digital Terrain Data.

1.3.31 DATA COST

The term “Data Cost” shall mean the cost of capturing, delivering and supporting through Final Acceptance, as applicable, the Data provided by Contractor to County under the Agreement, excluding Pool Dollars, as further specified in the applicable Schedule of Payments.

1.3.32 DATA REQUIREMENTS

The term “Data Requirements” shall mean the requirements for the provision of Digital Aerial Data by Contractor, as set forth in the applicable Statement of Work.

1.3.33 DATA TYPE

The term “Data Type” shall mean any one of the types of Data provided by Contractor under the Agreement, including Oblique Images, Orthogonal Images, Building Representations and Digital Terrain Data.

1.3.34 DAY

The term “Day” shall mean calendar day and not Business Day.

1.3.35 DAYS OF OPERATION

The term “Days of Operation” shall mean 365/366 days per year, as further specified in Exhibit B (Maintenance and Support).

1.3.36 DEFICIENCY; DEFICIENT

The terms “Deficiency” and “Deficient” shall mean any of the following: any malfunction, error or defect in the design, development, implementation, materials, and/or workmanship; any failure to meet or comply with or deviation from the Specifications, Documentation, County approved deliverables, any published and/or mutually agreed upon standards, including Acceptance Criteria, or any other requirements of, or representations or warranties by Contractor under, the Agreement regarding the Digital Aerial Data or Services provided hereunder.

1.3.37 DELAY CREDIT

The term “Delay Credit” shall have the meaning specified in Paragraph 6.4 (Credits for Delays) below.

1.3.38 DELIVERABLE; DELIVERABLE

The terms “Deliverable” and “deliverable” shall mean items and/or services provided or to be provided by Contractor under this Agreement, including any numbered Deliverable in the applicable Statement of Work.

1.3.39 DELIVERY

The term “Delivery” shall mean transfer of processed Digital Data and associated information onto County designated hardware.

1.3.40 DEPARTMENT

The term “Department” shall mean any of County’s Departments including those participating in this Project or the hardware of County’s QA/QC vendor.

1.3.41 DIGITAL TERRAIN DATA

The term “Digital Terrain Data” shall mean the Digital Data that County may require Contractor to provide in accordance with the requirements of Exhibit A.4 (Scope of Work – Digital Terrain Data).

1.3.42 DIRECTOR

The term “Director” shall mean and refer to County’s Chief Information Officer, including any designee.

1.3.43 DISABLING DEVICE

The term “Disabling Device” shall have the meaning specified in Paragraph 12.3 (No Disabling Devices).

1.3.44 DISPUTE RESOLUTION PROCEDURE

The term “Dispute Resolution Procedure” shall mean and refer to the provisions of Paragraph 50 (Dispute Resolution Procedure) describing the procedure for resolving the disputes arising under or with respect to this Agreement.

1.3.45 DOCUMENTATION

The term “Documentation” shall mean any and all written and electronic materials relating to the Software and/or Digital Data provided or made available by Contractor under this Agreement, including, but not limited to, user documentation, specifications, training documentation, materials, information and briefings, technical manuals, handbooks, flow charts, technical information, reference materials, user manuals, operating manuals, quick reference guides, FAQs, and all other instructions and reference materials relating to the Digital Aerial Data provided by Contractor to County under the Agreement.

1.3.46 DUE DATE

The term “Due Date” shall mean the due date for the completion of any Deliverable in the Project Schedule.

1.3.47 EFFECTIVE DATE

The term “Effective Date” shall mean the date of execution of this Agreement by County and the authorized representative(s) of Contractor.

1.3.48 EXTENDED TERM

As used herein, the term “Extended Term” shall have the meaning specified in Paragraph 7.2 (Extended Term).

1.3.49 FINAL ACCEPTANCE

The term “Final Acceptance” shall have the meaning specified in Paragraph 6.3.3 (Final Acceptance).

1.3.50 FINAL ACCEPTANCE DATE

The term “Final Acceptance Date” shall mean the date of Final Acceptance.

1.3.51 FIXED HOURLY RATE

The term “Fixed Hourly Rate” shall mean the fixed hourly rate for the provision of Optional Services using Pool Dollars, upon County’s request, as specified in Section 2 (Schedule of

Deliverables and Payments) of the applicable Scope of Work.

1.3.52 IMAGES

The term “Image(s)” shall mean aerial digital images of land provided by Contractor under the Agreement, including Oblique Images and Orthogonal Images, as further defined in Section 1.3 (Definitions) of Exhibit A (Scope of Work).

1.3.53 INITIAL PHASE

The term “Initial Phase” shall have the meaning specified in Paragraph 7.1 (Initial Term).

1.3.54 INITIAL TERM

The term “Initial Term” shall have the meaning specified in Paragraph 7.1 (Initial Term).

1.3.55 KEY DELIVERABLE

The term “Key Deliverable” shall mean a Deliverable marked as such on Exhibit C (Project Schedule).

1.3.56 LAR-IAC

The term “LAR-IAC” shall mean the Los Angeles Regional Imagery Acquisition Consortium.

1.3.57 LICENSE

The term “License” shall have the meaning specified in Paragraph 10 (License).

1.3.58 LICENSED DATA

The term “Licensed Data” shall mean Digital Aerial Data provided and licensed by Contractor to County under this Agreement pursuant to the applicable Statement of Work, in accordance with the Data Requirements set forth therein.

1.3.59 LICENSED PRODUCTS

The term “Licensed Product(s)”, whether singular or plural, shall mean any Data and Software provided and licensed by Contractor to County under this Agreement and the Statement of Work, including Licensed Data, Licensed Software and Documentation.

1.3.60 LICENSED SOFTWARE

As used herein, the term “Licensed Software” shall mean and include any or all or any portion of software technology, computer software code, components, dynamic link libraries (DLLs) and programs delivered on any media, including, but not limited to, alpha, beta, prerelease, restricted version(s) or final commercial release provided in source, object or executable code format(s) that is licensed by Contractor to County, as specified in Section 1.5 (Software Requirements) of the applicable Statement of Work, and any backups, Updates or merged copies permitted hereunder or subsequently supplied under this Agreement.

1.3.61 LIST OF PARTICIPATING ENTITIES

The term “List of Participating Entities” shall mean the applicable list of Participating Entities specified in Exhibit B (Participating Entities).

1.3.62 MAXIMUM FIXED PRICE

The term “Maximum Fixed Price” shall mean the maximum amount to be paid by County to Contractor for any Optional Work approved by County to be provided by Contractor in

accordance Paragraph 5.2 (Optional Work) of Exhibit A (Statement of Work).

1.3.63 MILESTONE

The term “Milestone” shall mean a Deliverable marked as such on the Project Schedule or considered as a milestone by County.

1.3.64 MONTHLY FEE

The term “Monthly Fee” shall mean 1/12th of the Annual Fee.

1.3.65 OBLIQUE IMAGES

The term “Oblique Image(s)” shall mean the digital aerial images of land, with and without geo-referencing data taken at an angle, as further defined in Section 1.3 (Definitions) of Exhibit A (Scope of Work).

1.3.66 OPTIONAL PRODUCTS

The term “Optional Products” shall mean the products, including but not limited to software, tools and data, which Contractor may provide to County as part of Optional Work pursuant to Paragraph 5.2 (Optional Work). Upon County's Acceptance of the Optional Products, such Optional Products shall be deemed Licensed Products for the purpose of this Agreement.

1.3.67 OPTIONAL SERVICES

The term “Optional Services” shall mean the services, including but not limited to consulting and professional services and training, which Contractor may provide to County as part of Optional Work pursuant to Paragraph 5.2 (Optional Work). Upon County’s Acceptance of the Optional Services, such Optional Services shall be deemed Services for the purpose of this Agreement.

1.3.68 OPTIONAL WORK

The term “Optional Work” shall mean Optional Products and/or Optional Services, which may be provided by Contractor to County following the applicable Final Acceptance pursuant to Paragraph 5.2 (Optional Work) below.

1.3.69 ORTHOGONAL IMAGES

The term “Orthogonal Image(s)” shall mean the digital aerial images of land produced using digital orthoimagery, as set forth in Exhibit B (Scope of Work – Orthogonal Images).

1.3.70 PARTICIPANT AGREEMENT

The term “Participant Agreement” shall mean any agreement, including a memorandum of understanding, entered into by County and any County Department or non-County Participating Entity for the purpose of authorizing such Participating Entity to become an Authorized Entity under this Agreement either as an Authorized Department or an Authorized Participant.

1.3.71 PARTICIPATING ENTITY

The term “Participating Entity” shall mean any County Department or non-County entity, approved by County to participate in this Agreement and described in Exhibit B (Participating Entities), which may become Authorized Users of the Licensed Products and Services under the Agreement.

- 1.3.72 PHASE
The term “Phase” shall mean and refer to the Initial Phase or any Additional Phase, as applicable.
- 1.3.73 POOL DOLLARS
The term “Pool Dollars” shall mean the maximum amount allocated under this Agreement for the provision by Contractor of Optional Work following Final Acceptance, including Optional Products and Optional Services, approved by County in advance in accordance with the terms of this Agreement.
- 1.3.74 PRE-APPROVED SUBCONTRACTOR
The term “Pre-Approved Subcontractor” shall have the meaning specified in Paragraph 26.1 under Paragraph 26 (Subcontracting) below.
- 1.3.75 PROJECT SCHEDULE
The term “Project Schedule” shall mean the agreed upon timeline for provision of Tasks, Subtasks and Deliverables specified in the applicable Statement of Work and identified as Exhibit C (Project Schedule).
- 1.3.76 PROJECT WORK PLAN
The term “Project Work Plan” shall mean the Work plan to be developed under Task 1 (Develop Project Work Plan) of Exhibit B.2 (Statement of Work – Orthogonal Images) and Exhibit B.3 (Statement of Work – Building Representations), as applicable.
- 1.3.77 PROPRIETARY RIGHTS
The term “Proprietary Rights” shall have the meaning specified in Paragraph 16.2.1 (Proprietary Rights) below.
- 1.3.78 QA/QC
The term “QA/QC” shall have the meaning specified in the Statement of Work.
- 1.3.79 REQUIRED WORK
The term “Required Work” shall mean and refer to all Work required to be provided by Contractor prior to Final Acceptance, as further set forth in the applicable Statement of Work.
- 1.3.80 SCHEDULE OF PAYMENTS
The term “Schedule of Payments” shall mean the schedule for paying Contractor for the provision of Data hereunder, as set forth in Section 2 (Schedule of Deliverables and Payments) of the applicable Scope of Work.
- 1.3.81 SCOPE OF WORK
The term “Scope of Work” shall mean and refer to scope of Work to be provided by Contractor to County under this Agreement, including the tasks, subtasks, deliverables and other requirements specified in any one of Exhibits A.1 (Scope of Work – Oblique Images), A.2 (Scope of Work – Orthogonal Images), A.3 (Scope of Work – Building Representations) and A.4 (Scope of Work – Digital Terrain Data).

1.3.82 SERVICES

The term “Service(s)” shall mean the services related to the Data and Software licensed by Contractor under this Agreement, including any Optional Services.

1.3.83 SOFTWARE

The term “Software” shall mean all software used for the purpose of this Agreement, including Licensed Software and County Software, as described in Section 1.5 (Software Requirements) of the applicable Statement of Work.

1.3.84 SOFTWARE UPDATES; UPDATES

The terms “Software Update(s)” and “Updates” shall mean and include any additions to and/or replacements to the Software, available or made available by Contractor during the term of the Agreement, and shall include all Software performance and functionality enhancement releases, new version releases, Third Party Software upgrades, improvements, interim updates, including fixes and patches, Deficiency corrections, and modifications to the Software, including but not limited to those required for the Software to remain in compliance with applicable Federal and State laws and regulations and the terms of this Agreement.

1.3.85 SPECIFICATIONS

The term “Specification(s)” shall mean any or all of the following, as applicable:

1. All specifications, requirements and standards set forth in the Statement of Work and included as Deliverables.
2. All Data Requirements and standards set forth in this Agreement, including, but not limited to, the applicable requirements set forth in the Statement of Work.
3. The Documentation, to the extent not inconsistent with any of the foregoing in this definition.
4. All specifications identified as such by Contractor, including, but not limited to, the Project Schedule, but only to the extent: (i) not inconsistent with any of the foregoing in this Paragraph; and (ii) acceptable to County in its sole discretion.
5. All written and/or electronic materials furnished by or through Contractor regarding the Licensed Products.
6. All requirements and/or specifications added by Optional Work, including Optional Products and Optional Services.

1.3.86 STATE

The term “State” shall mean the State of California.

1.3.87 STATEMENT OF WORK; SOW

The terms “Statement of Work” and “SOW” shall mean the Work to be provided by Contractor pursuant to this Agreement, which may be identified in terms of Tasks, Subtasks and Deliverables in Section 1 (Statement of Work) of the applicable Scope of Work.

1.3.88 TASK; TASK; SUBTASK; SUBTASK

The terms “Task”, “task”, “Subtask” and “subtask” shall mean one of the areas of Work to be performed under this Agreement, including those identified as numbered Tasks and Subtasks

in the applicable Statement of Work.

1.3.89 THIRD PARTY SOFTWARE

The term “Third Party Software” shall mean the portion of the Software provided by Contractor under this Agreement that is not proprietary to Contractor.

1.3.90 TRAINING

The term “Training” shall mean training relating to the Licensed Products to be provided by Contractor pursuant to this Agreement, including initial training and additional training that County may acquire as part of Optional Services.

1.3.91 USER

The term “User” shall mean any person authorized by County to access or use the System pursuant to this Agreement.

1.3.92 WARRANTY

The term “Warranty” shall mean and refer to any one of the warranties regarding Contractor’s Work under the Agreement, as specified in Paragraph 12 (Warranties and Breach) below.

1.3.93 WARRANTY PERIOD

The term “Warranty Period” shall have the meaning specified in Paragraph 6.3.2 (Correction of Deficiencies) below.

1.3.94 WORK

The term “Work” shall mean any and all tasks, subtasks, deliverables, goods, services and other Work provided, or to be provided, by or on behalf of Contractor pursuant to this Agreement, including Required Work and Optional Work.

1.3.95 WORK ORDER

The term “Work Order” shall mean the terms of any Optional Work that may be provided by Contractor using Pool Dollars, including the scope of work, Acceptance Criteria, Maximum Fixed Price and any other terms and conditions agreed to by County and Contractor, as set forth in Paragraph 5.2 (Optional Work) below.

2. ADMINISTRATION OF AGREEMENT – COUNTY

2.1 COUNTY ADMINISTRATION

All persons administering this Agreement on behalf of County and identified in this Paragraph 2 below (hereinafter “County Key Personnel”) are listed in Exhibit D (Administration of Agreement – County). Unless otherwise specified, reference to each of the persons listed in such Exhibit D (Administration of Agreement – County) shall also include his/her designee. County will notify Contractor in writing of any change in the names and/or addresses of County Key Personnel.

No member of County Key Personnel is authorized to make any changes in any of the terms and conditions of this Agreement other than those specifically authorized under Paragraph 4 (Changes Notices and Amendments).

2.2 COUNTY KEY PERSONNEL

2.2.1 COUNTY'S PROJECT DIRECTOR

County's Project Director will be responsible for ensuring that the objectives of this Agreement are met. County's Project Director will have the right at all times to inspect any and all Work provided by or on behalf of Contractor. Unless specified otherwise, County's Project Director shall also include a designee.

2.2.2 COUNTY'S PROJECT MANAGER

County's Project Manager will be responsible for ensuring that the technical, business and operational standards and requirements of this Agreement are met. County's Project Manager will interface with Contractor's Project Manager on a regular basis. County's Project Manager will report to County's Project Director regarding Contractor's performance with respect to technical, business and operational standards and requirements of the Agreement. Unless specified otherwise, County's Project Manager shall be the designee of County's Project Director.

2.3 COUNTY PERSONNEL

All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby represents that its price, Project Schedule, Project Work Plan and performance hereunder are based solely on the work of Contractor's or any one of County approved subcontractor's personnel, except as otherwise expressly provided in this Agreement.

2.4 APPROVAL OF WORK

All Tasks, Subtasks, Deliverables, including Key Deliverables, and other Work provided by Contractor under this Agreement must have the written approval of County's Project Director or designee. In no event shall County be liable or responsible for any payment prior to such written approval. Furthermore, County reserves the right to reject any Work not approved by County.

If Contractor provides any tasks, subtasks, deliverables, goods, services or other Work to County other than those specified in this Agreement, or if Contractor provides such items requiring County's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County therefor.

3. **ADMINISTRATION OF AGREEMENT – CONTRACTOR**

3.1 CONTRACTOR ADMINISTRATION

All persons administering this Agreement on behalf of Contractor and identified in this Paragraph 0 below (hereinafter "Contractor Key Personnel") are listed in Exhibit E (Administration of Agreement – Contractor). All staff employed by and/or behalf of Contractor, including the persons listed in such Exhibit E (Administration of Agreement – Contractor), shall be adults who are fully fluent in both spoken and written English. Contractor shall notify County in writing of any change in the names and/or addresses of Contractor Key Personnel.

No member of Contractor Key Personnel is authorized to make any changes in any of the terms and conditions of this Agreement other than those specifically authorized under

Paragraph 4 (Changes Notices and Amendments).

3.2 CONTRACTOR KEY PERSONNEL

3.2.1 CONTRACTOR'S PROJECT DIRECTOR

Contractor's Project Director shall be responsible for Contractor's performance of all its Work under the Agreement and ensuring Contractor's compliance with this Agreement. Contractor's Project Director shall meet and confer with County's Project Director on a regular basis, at least monthly or as otherwise required by County or agreed to by the parties, to review project progress and to discuss project coordination. Such meetings shall be conducted via teleconference or at a time and place agreed to by County's Project Director and Contractor's Project Director.

3.2.2 CONTRACTOR'S PROJECT MANAGER

Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 3.5 (Reports by Contractor). Contractor's Project Manager shall interface with County's Project Manager on a regular basis and shall be available during Business Days between the hours of 8:00 a.m. and 5:00 p.m. Pacific Time, or as otherwise required by County and this Agreement, for telephone contact and/or to meet with County personnel regarding the operation of this Agreement, as required by County's Project Director. Contractor's Project Manager shall meet and confer with County's Project Manager on a regular basis, at least monthly or as otherwise required by County, to review project progress and discuss project coordination. Such meetings shall be conducted via teleconference or at a time and place agreed to by County's Project Manager and Contractor's Project Manager.

3.3 APPROVAL OF CONTRACTOR'S STAFF

3.3.1 In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks and subtasks required by this Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

3.3.2 County shall have the right to approve or disapprove each member, or proposed member, of Contractor's Project Director, Contractor's Project Manager and any staff providing Services or on-site Work to County under this Agreement or with access to any of County's sensitive information including County's Confidential Information (hereinafter "Contractor Key Staff") prior to and during performance by such staff of any Work hereunder, as well as so approving or disapproving any proposed deletions from or other changes in such Contractor Key Staff. County's Project Manager, in his/her reasonable discretion, may require replacement of any member of the Contractor Key Staff performing, or offering to perform, Work hereunder. Contractor shall provide County with a resume of each such proposed initial Contractor Key Staff member and a proposed substitute and an opportunity to interview such person prior to his/her performance of any Work hereunder. Contractor shall have thirty (30) days from the date of County's written request to replace such staff.

3.3.3 In addition, Contractor shall provide to County's Project Director an executed Confidentiality and Assignment Agreement (Exhibit G) on or immediately after the Effective Date, but in no event later than the date any member of the Contractor Key Staff first performs Work under this Agreement.

- 3.3.4 Contractor shall, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting the Contractor Key Staff. Contractor shall promptly fill any Contractor Key Staff vacancy with personnel having qualifications at least equivalent to those of the Contractor Key Staff member(s) being replaced.
- 3.3.5 In the event Contractor should ever need to remove any member of the Contractor Key Staff from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity. Should County be dissatisfied with any member of the Contractor Key Staff during the term of the Agreement, Contractor shall replace such person with another to County's satisfaction.
- 3.3.6 Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

3.4 BACKGROUND AND SECURITY INVESTIGATIONS

- 3.4.1 All Contractor staff performing Work under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing Work under this Agreement. Contractor may conduct its own background checks, provided that they comply with County's requirements, as acknowledged by County's Project Director or designee. County acknowledges that Contractor has provided information detailing Contractor's background check procedures and that the same are acceptable hereunder. If Contractor's procedures for background checks materially change, Contractor shall provide County with revised procedures for County's acceptance and acknowledgment thereof. All fees associated with obtaining the background information shall be borne by Contractor, regardless of whether Contractor's staff passes or fails the background clearance investigation.
- 3.4.2 County may immediately, in its sole discretion, deny or terminate facility access to any Contractor's staff, including subcontractor staff, who do not pass such background investigation(s) to the satisfaction of County and/or whose background or conduct is incompatible with County's facility access.
- 3.4.3 Disqualification, if any, of Contractor's staff, including subcontractor staff, pursuant to this Paragraph 3.4 shall not relieve Contractor of its obligation to complete all Work hereunder in accordance with the terms and conditions of this Agreement.

3.5 REPORTS BY CONTRACTOR

In addition to any reports required elsewhere pursuant to this Agreement including the Statement of Work, in order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor shall provide to County's Project Manager, as frequently as requested by County's Project Manager, but in no event more frequently than weekly, written reports which shall include, at a minimum, the following information:

1. Period covered by the report;
2. Overview of the reporting period;
3. Tasks, subtasks, deliverables, goods, services and other Work scheduled for the reporting period which were completed;

4. Tasks, subtasks, deliverables, goods, services and other Work scheduled the reporting period which were not completed;
5. Tasks, subtasks, deliverables, goods, services and other Work not scheduled for but completed in the reporting period.
6. Tasks, subtasks, deliverables, goods, services and other Work scheduled to be completed in the next reporting period;
7. Issues resolved and to be resolved;
8. Summary of project status as of reporting date;
9. Updated milestone chart; and
10. Any other information which County may from time-to-time require.

3.6 RULES AND REGULATIONS

During the time when Contractor's employees, subcontractors or agents are at County facilities, such persons shall be subject to the applicable rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, providing Work under the Agreement, with such rules and regulations. In the event that County determines that an employee, subcontractor or agent of Contractor has violated any applicable rule or regulation, County shall notify Contractor, and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw its employee, subcontractor or agent from the provision of Work upon receipt of written notice from County that: (i) such employee, subcontractor or agent has violated such rules or regulations; or (ii) such employee's, subcontractor's or agent's actions, while on County premises, indicate that the employee, subcontractor or agent may adversely affect the provision of Work. Upon removal of any employee, subcontractor or agent, Contractor shall immediately replace the employee, subcontractor or agent and continue uninterrupted Work hereunder.

3.7 CONTRACTOR'S STAFF IDENTIFICATION

3.7.1 Contractor, at Contractor's cost, shall provide each member of the staff assigned to this Agreement to provide Work at County facilities or grounds with a visible photo identification badge in accordance with County's specifications. Identification badge specifications may change at the sole discretion of County, and Contractor will be provided new specifications as required. The format and content of the badge is subject to County's approval prior to Contractor implementing the use of the badge. Contractor's staff, while at a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

3.7.2 Contractor shall notify County within one (1) Business Day when staff is terminated from Work under this Agreement. Contractor is responsible to retrieve and immediately destroy the staff's County-specified photo identification badge at the time of removal from Work under this Agreement.

If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy Contractor staff's County photo identification badge at the time of removal from Work under this Agreement.

4. CHANGES NOTICES AND AMENDMENTS

4.1 GENERAL

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations or conditions of this Agreement, except through the procedures set forth in this Paragraph 4. County reserves the right to change any portion of the Work required under this Agreement and to any other provisions of this Agreement. All such changes shall be accomplished only as provided in this Paragraph 4.

4.2 CHANGE NOTICES

For any change requested by County which does not affect the scope of Work, term, payments, or any term or condition of this Agreement, a written notice of such change (hereinafter “Change Notice”) shall be prepared and executed by County’s Project Director, including for expenditure of Pool Dollars for Optional Work and updating the List of Participating Entities.

4.3 AMENDMENTS

Except as otherwise provided in this Agreement, for any change requested by County which affects the scope of Work, term, payments, or any term or condition included in this Agreement, a negotiated written Amendment to this Agreement shall be prepared and executed by the authorized representative(s) of each of County and Contractor. Notwithstanding anything any other term or condition of this Agreement, the Director is specifically authorized to execute Amendments on behalf of County to exercise any of the extension options set forth in Paragraph 7.2 (Extended Term) below.

4.4 PROJECT SCHEDULE

County and Contractor shall have agreed on a Project Schedule for the Required Work under this Agreement for each Statement Work, which shall update Exhibit C (Project Schedule). Changes to the Project Schedule shall be made upon mutual agreement, in writing, by County’s Project Director and Contractor’s Project Director by Change Notice or otherwise, provided that County’s Project Director’s and Contractor’s Project Director’s agreement to alter the Project Schedule shall not prejudice either party’s right to claim that such alterations constitute an Amendment to this Agreement that shall be governed by the terms of Paragraph 4.3 (Amendments) above.

4.5 EXTENSIONS OF TIME

Notwithstanding any other provision of this Paragraph 4, to the extent that extensions of time for Contractor’s performance do not impact either the scope of Work or cost of this Agreement, County’s Project Director, in his/her sole discretion, may grant Contractor extensions of time in writing for the Work listed in the applicable sequentially numbered Exhibit C (Project Schedule), provided such extensions shall not exceed a total of six (6) months beyond the applicable Final Acceptance.

County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise the Agreement extension option(s).

4.6 BOARD ORDERS

Notwithstanding any other provision of this Paragraph 4 or Paragraph 21 (Termination for

Convenience), Director shall take all appropriate action to carry out any orders of County's Board of Supervisors relating to this Agreement, and, for this purpose, the Director is authorized to: (i) issue written notice(s) of partial or total termination of this Agreement pursuant to Paragraph 21 (Termination for Convenience) without further action by County's Board of Supervisors and/or (ii) prepare and execute Amendment(s) to this Agreement, which shall reduce the scope of Work and the Contract Sum without further action by County's Board of Supervisors.

4.6.1 Such notices of partial or total termination shall be authorized under the following conditions:

1. Notices shall be in compliance with all applicable Federal, State and County laws, rules, regulations, ordinances, guidelines and directives.
2. Director shall obtain the approval of County Counsel for any notice.
3. Director shall file a copy of all notices with the Executive Office of County's Board of Supervisors and County's Chief Executive Office within thirty (30) days after execution of each notice.

4.6.2 Such Amendments shall be authorized under the following conditions:

1. Amendments shall be in compliance with all applicable Federal, State and County laws, rules, regulations, ordinances, guidelines and directives.
2. County's Board of Supervisors has appropriated sufficient funds for purposes of such Amendments and this Agreement.
3. Director shall obtain the approval of County Counsel for any Amendment.
4. Director shall file a copy of all Amendments with the Executive Office of County's Board of Supervisors and County's Chief Executive Office within thirty (30) days after execution of each Amendment.

4.7 FACSIMILE

Except for the parties' initial signatures to this Agreement or any Amendment, which must be provided in "original" form and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on the Change Notices prepared pursuant to this Paragraph 4 and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices to this Agreement, such that the parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of "original" versions of such documents.

5. **SCOPE OF WORK**

5.1 REQUIRED WORK

In exchange for County's payment to Contractor of the applicable fees and any taxes invoiced by Contractor under the Agreement, Contractor shall (a) on a timely basis provide, complete, deliver and implement all Work set forth in this Agreement, including Exhibit A (Scope of Work) with all Exhibits thereto and Exhibit C (Project Schedule), including but not limited to Licensed Products and Services, and (b) grant to County a License to the Licensed Products including but not limited to Licensed Data and Licensed Software, as specified in Paragraph 10 (License). Contractor shall perform all such tasks, subtasks, deliverables,

goods, services and other Work at the applicable rates and prices specified in Section 2 (Schedule of Deliverables and Payments) of the applicable Scope of Work.

5.2 OPTIONAL WORK

Following the applicable Final Acceptance, upon County's request for Optional Work, Contractor shall provide to County within ten (10) Business Days of such request, or such longer period as agreed to by the parties, a proposal and a quote for a Maximum Fixed Price calculated in accordance with the applicable pricing terms set forth in Schedule of Payments. Contractor's quotation shall be valid for at least ninety (90) days from submission. Contractor shall provide the Optional Work in accordance with the applicable Task and Deliverable of the applicable Statement of Work following agreement by the parties with respect to such Optional Work and the Maximum Fixed Price. Upon completion by Contractor, and approval by County in accordance with the terms of this Agreement, of such Optional Work, Schedule C.1 (Optional Work Schedule) shall be updated accordingly to add such items of Optional Work by Change Notice executed in accordance with Paragraph 4 (Changes Notices and Amendments).

Absent an Amendment in accordance with Paragraph 4 (Changes Notices and Amendments), the Pool Dollars are the aggregate amount allocated and available during the term of this Agreement for Optional Work that may be provided by Contractor.

5.3 STANDARD OF SERVICES

Contractor's services and other Work required by this Agreement shall during the term of the Agreement conform to reasonable commercial standards as they exist in Contractor's profession or field of practice. If Contractor's services and other Work provided under this Agreement fail to conform to such standards, upon notice from County specifying the failure of performance, Contractor shall, at Contractor's sole expense, provide the applicable remedy as specified in this Agreement, including the applicable Statement of Work. Contractor shall, at its own expense, correct any data in which (and to the extent that) errors have been caused by Contractor, any of the Work provided hereunder, including Licensed Products, or any of the tools utilized by Contractor for the purpose of providing Work under this Agreement or otherwise.

6. **PROJECT DELIVERY AND ACCEPTANCE**

6.1 PROJECT SCHEDULE

Contractor shall provide the Required Work in accordance with the Project Schedule, set forth in Exhibit C (Project Schedule), based upon the Project Work Plan developed and agreed upon under the applicable Statement of Work. The Project Schedule shall, at a minimum, include the following items:

1. Deliverable Number;
2. Description;
3. Due Date;
4. Milestone/Key Deliverables Number;
5. Associated Deliverable, if any; and
6. Any other items reasonably required or requested by County.

6.2 KEY DELIVERABLES AND MILESTONES

Exhibit C (Project Schedule) may specify certain Deliverables as Key Deliverables and/or Milestones, as determined by County. A Key Deliverable or a Milestone shall be deemed completed for purposes of this Paragraph 6.2 on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other Work required for completion of such Key Deliverable or Milestone are completed and delivered to County, provided that all of such Work required for completion of such Key Deliverable or Milestone are thereafter approved in writing by County pursuant to Paragraph 2.4 (Approval of Work) without prior rejection by County or significant delay in County's approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, deliverables, goods, services and other Work in accordance with the terms hereof. The determination of whether each Key Deliverable or Milestone has been so completed and so approved, and of the date upon which such Key Deliverable or Milestone was completed, shall be made by County's Project Director as soon as practicable in accordance with Paragraph 2.4 (Approval of Work) after County is informed by Contractor that such Key Deliverable or Milestone has been completed and is given all the necessary information, data and documentation to verify such completion.

6.3 ACCEPTANCE

6.3.1 ACCEPTANCE CRITERIA

The Deliverables submitted by Contractor under this Agreement shall reach "Acceptance" and shall be deemed "Accepted" by County if they pass the quality control and acceptance criteria (hereinafter "Acceptance Criteria") set forth in the applicable Statement of Work. County will use reasonable commercial efforts for providing such Acceptance within thirty (30) days of Delivery. Upon Acceptance by County of Licensed Data, County will pay Contractor in accordance with the applicable Schedule of Payments. In the event County does not accept all Licensed Data, County shall not pay Contractor. In such event, Contractor shall return to County all of the money paid for the Work under the Agreement, including such Licensed Data, and County shall destroy on its computers and return to Contractor any hard copies and electronic media with the Licensed Products, including such Licensed Data.

6.3.2 CORRECTION OF DEFICIENCIES

County will evaluate the Data provided by Contractor pursuant to the applicable Statement of Work and identify any Deficient Data that did not meet the applicable Acceptance Criteria. Upon evaluation and such determination, County will identify the Data components that it requires to be replaced by re-flying, reprocessing, redevelopment and/or redelivery. Contractor shall replace all Deficient Data identified by County within Ninety (90) days from Delivery by Contractor of Data under the applicable Statement of Work (hereinafter "Warranty Period").

6.3.3 FINAL ACCEPTANCE

For the purpose of this Agreement, "Final Acceptance" shall be achieved upon County's written approval of the applicable Final Acceptance Deliverable under the applicable Statement of Work in accordance with the Acceptance Criteria set forth in Paragraph 6.3.1 (Acceptance Criteria) above.

6.4 CREDITS FOR DELAYS

Contractor agrees that delayed performance by Contractor will cause damages to County, which are uncertain and would be impracticable or extremely difficult to ascertain in advance. Contractor further agrees that, in conformity with California Civil Code Section 1671, Contractor shall be liable to County for liquidated damages in the form of credits, as specified in this Paragraph 6.4 below, as a fair and reasonable estimate of such damages. Any amount of such damages is not and shall not be construed as penalty and, when assessed, will be deducted from County's payment that is due.

In the event Contractor, or any subcontractor thereof, fails to achieve Final Acceptance with respect to Data by the applicable due date set forth in the applicable Schedule of Payments, County shall be entitled to credit (hereinafter "Delay Credit") in the amount of Seven Hundred Fifty Dollars (\$750.00) for each day that Contractor, or any subcontractor thereof, delays Final Acceptance beyond the applicable due date, provided that the total of all such Delay Credits shall be limited to twenty percent (20%) of the total of the costs for Data capture and processing for all Data Types. County may deduct any credits assessed pursuant to this Paragraph 13.2 from any payments otherwise due to Contractor under this Agreement. A determination whether County shall assess credits due to it pursuant to this Paragraph 6.4 shall be made by County's Project Manager in his/her reasonable discretion.

A Deliverable shall be deemed completed for purposes of this Paragraph 6.4 and Paragraph 6.5 (Termination) on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other Work required for the completion of such Deliverable are completed and delivered to County, provided that all of such tasks, subtasks, deliverables, goods, services and other Work required for the completion of such Deliverable are thereafter approved in writing by County pursuant to Paragraph 2.4 (Approval of Work) without prior rejection by County or significant delay in County's approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, deliverables, goods, services and other Work in accordance with the terms hereof. For purposes of this Paragraph 6.4 and Paragraph 6.5 (Termination), the determination of whether a Deliverable has been so completed and is so approved, and of the date upon which such Deliverable was completed, shall be made by County's Project Director as soon as practicable after County is informed by Contractor that such Deliverable has been completed and is given all the necessary information, data and documentation to verify such completion.

If a Deliverable delay is caused solely by insufficient number of flying days under acceptable conditions described in the applicable Statement of Work, the due dates in the applicable Schedule of Payments starting from the affected Deliverable may, at County's sole option, be extended by the number of days the flying period under such acceptable flying conditions is short as compared to the flying period allocated for such Deliverable.

6.5 TERMINATION

In addition to the foregoing provisions of Paragraph 6.4 (Credits for Delays), if any Key Deliverable is not completed within thirty (30) days after the applicable Due Date, and thereafter approved in writing by County pursuant to Paragraph 2.4 (Approval of Work), other than as a result of delays caused by acts or omissions of County as determined by Director in his/her reasonable judgment, and unless County's Project Director and Contractor's Project Director have otherwise agreed in writing prior to such date scheduled for completion, then County may, upon notice to Contractor, terminate this Agreement for default in accordance with Paragraph 20 (Termination for Default) or for convenience in

accordance with Paragraph 21 (Termination for Convenience), as determined in the sole discretion of County, subject to the cure provisions set forth in Paragraph 20 (Termination for Default).

7. TERM

7.1 INITIAL TERM

The term of this Agreement shall commence upon the Effective Date and shall continue for up to four (4) years, unless sooner terminated or extended, in whole or in part, as provided in this Agreement (hereinafter “Initial Term” or “Initial Phase”).

7.2 EXTENDED TERM

Prior to termination or other expiration of the Initial Phase or any Additional Phase, as applicable, County may, by an Amendment to the Agreement, extend the term of the Agreement for a maximum of four (4) additional years (hereinafter “Additional Phase”) up to three (3) times past the Initial Phase (hereinafter “Extended Term”), subject to, among others, County’s right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of the Agreement providing for early termination of the Agreement by County. If County elects not to exercise its option to extend at the end of the Initial Phase or any Additional Phase, as applicable, the remaining option(s) shall automatically lapse.

7.3 DEFINITION OF TERM

As used throughout this Agreement, the word “term” when referring to the term of the Agreement shall include the Initial Term and the Extended Term, to the extent County exercises any of its options pursuant to this Paragraph 6.4.

7.4 NOTICE OF EXPIRATION

Contractor shall notify County when this Agreement is within six (6) months from the expiration of the Initial Term. Upon occurrence of this event, Contractor shall send written notification to County’s Project Director at the address set forth in Exhibit D (Administration of Agreement – County).

8. PAYMENT TERMS

8.1 MAXIMUM CONTRACT SUM

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, services and other Work required or requested by County under this Agreement. All Work completed by Contractor must be approved in writing by County in accordance with Paragraph 2.4 (Approval of Work). If County does not approve Work in writing, no payment shall be due Contractor for that Work. The Contract Sum, including all applicable taxes and Pool Dollars, authorized by County hereunder shall not exceed _____ dollars (\$_____), as further detailed in the Payment Schedule, unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County’s and Contractor’s authorized representative(s) pursuant to Paragraph 4 (Changes Notices and Amendments). The Contract Sum under this Agreement shall cover the authorized payments for all Work provided by Contractor, including the Required Work and any Optional Work.

8.2 NOTICE OF EXPENDITURE

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum, including the amount allocated for Pool Dollars, authorized for this Agreement. Upon occurrence of this event, Contractor shall provide written notification to County's Project Director at the address set forth in Exhibit D (Administration of Agreement – County).

8.3 NON-APPROPRIATION OF FUNDS

County's obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Agreement. Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then County shall, at its sole discretion, either (i) terminate this Agreement as of June 30 of the last fiscal year for which funds were appropriated or (ii) reduce the Work provided hereunder in accordance with the funds appropriated, as mutually agreed to by the parties. County will notify Contractor in writing of any such non-appropriation of funds at its election at the earliest possible date.

8.4 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

In the event that County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for the reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the Work to be provided by Contractor under this Agreement shall also be reduced correspondingly. County's notice to the Contractor regarding said reduction in payment obligations shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. Except as set forth in above, Contractor shall continue to provide all other Work set forth in this Agreement.

9. INVOICES AND PAYMENTS

9.1 INVOICES

Contractor shall invoice County (i) for Required Work, in accordance with the applicable Schedule of Payments, and (ii) for Optional Work, further on a per Change Notice basis, by payment of the actual price expended by Contractor for the provision of Optional Work, not to exceed the Maximum Fixed Price agreed upon for such Optional Work, following Contractor's completion and County's written approval of the Optional Work.

9.1.1 SUBMISSION OF INVOICES

Contractor's invoice shall include the charges owed to Contractor by County under the terms of this Agreement, as provided in the Schedule of Payments. All invoices and supporting documents under this Agreement shall be submitted to the person designated in Exhibit D (Administration of Agreement – County) as County's Project Manager at the address specified in such Exhibit D (Administration of Agreement – County).

9.1.2 INVOICE DETAILS

Each invoice submitted by Contractor shall indicate, at a minimum:

1. Agreement Name and Number;
2. The tasks, subtasks, deliverables, goods, services or other Work for which payment is claimed, including the applicable Statement of work and Optional Work;
3. The price of such tasks, subtasks, deliverables, goods, services or other Work calculated based on the pricing terms set forth in the applicable Schedule of Payments or any Change Notice, as applicable.
4. The date of written approval of the tasks, subtasks, deliverables, goods, services or other Work by County's Project Director or designee;
5. Indication of any applicable credits due County under the terms of this Agreement or reversals thereof;
6. A copy of any applicable Acceptance certificate(s) signed by County's Project Director and County's Project Manager; and
7. Any other information required by County's Project Director or designee.

9.1.3 APPROVAL OF INVOICES

All invoices submitted by Contractor to County for payment shall have County's written approval as provided in this Paragraph 9.1, which approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written approval.

9.1.4 INVOICE DISCREPANCIES

County's Project Director will review each invoice for any discrepancies and will, within thirty (30) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) days of receipt of County's notice of discrepancies and disputed charges. If County's Project Director does not receive a written explanation for the charges within such thirty (30) day period, Contractor shall be deemed to have waived its right to justify the original invoice amount, and County, in its sole discretion, shall determine the amount due, if any, to Contractor and pay such amount in satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure.

All County correspondence relating to invoice discrepancies shall be sent by email, followed by hard copy, directly to County's Project Manager with a copy to County's Project Director at the addresses specified in Exhibit D (Administration of Agreement – County).

9.2 DELIVERY AND RISK OF LOSS

9.2.1 LICENSED PRODUCTS

It is in the intent of the parties that all Licensed Products, including Licensed Data, Licensed Software and any product Optional Work, and Documentation provided by Contractor under this Agreement, shall be delivered (i) solely in electronic format (e.g., via electronic mail or internet download), or (ii) personally by Contractor staff who shall load such Licensed Products and Documentation onto County's hardware, but who will retain possession of all

originals and copies of such tangible media (e.g., CD-ROM, magnetic tape, printed manuals) used to deliver the Licensed Products and Documentation to County.

9.2.2 DELIVERY

Any Licensed Products and Documentation that are provided or delivered by Contractor to County in a tangible format shall be F.O.B. Destination. The Contract Sum shown in Paragraph 8.1 (Maximum Contract Sum) includes all amounts necessary for County to reimburse Contractor for all transportation and related insurance charges, if any, on Licensed Products components and Documentation procured by County from Contractor pursuant to this Agreement. All transportation and related insurance charges, if any, shall be paid directly by Contractor to the applicable carrier. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such transportation and related insurance charges.

9.2.3 RISK OF LOSS

Contractor shall bear the full risk of loss due to total or partial destruction of the Licensed Products loaded on CDs or other computer media, until such items are delivered to and accepted in writing by County as evidenced by County's signature on delivery documents.

9.3 SALES/USE TAX

The Contract Sum shown in Paragraph 8.1 (Maximum Contract Sum) shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on all Licensed Products provided by Contractor to County pursuant to or otherwise due as a result of this Agreement, including any Optional Work, to the extent applicable. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority.

Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such California and other state and local sales/use taxes. Further, Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Agreement and shall pay such tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

9.4 PAYMENTS

Provided that Contractor is not in under any provision of this Agreement, County will pay all invoice amounts to Contractor within thirty (30) days of receipt of invoices that have not been disputed in accordance with Paragraph 9.1.4 (Invoice Discrepancies) above. Notwithstanding the foregoing, County's failure to pay within the thirty (30) day period shall not be deemed as automatic invoice approval or Acceptance by County of any deliverable for which payment is sought, nor shall it entitle Contractor to impose an interest on any late payment.

9.5 COUNTY'S RIGHT TO WITHHOLD PAYMENT

Notwithstanding any other provision of this Agreement, and in addition to any rights of County given by law or provided in this Agreement, County may upon written notice to Contractor withhold payment for any deliverable while Contractor, with no fault of County,

is in default hereunder or is in default related to Work.

10. LICENSE

In consideration for the payment of the license fees provided for hereunder, and subject to the other terms and conditions of this Agreement, Contractor hereby grants to County for the benefit of all Authorized Entities, and County hereby accepts on behalf of itself and the Authorized Entities, a perpetual, irrevocable, nonexclusive, royalty-free license (hereinafter “License”) to the Licensed Products, as provided in this Paragraph 10 below.

10.1 LICENSE TERM

The License granted under this Agreement shall commence upon the Effective Date and, provided undisputed payments for such License are made in accordance herewith, shall continue in perpetuity and without regard to the end of the term of this Agreement, unless otherwise specified herein.

10.2 SCOPE OF LICENSE

This Agreement pertains only to the “Licensed Products” and does not apply to any other images, software or other products that may from time to time be owned, used, published or distributed by Contractor. Subject to the restrictions and limitations set forth in Paragraph 10.3 (License Restrictions), the License granted by Contractor under this Agreement provides the Authorized Users with the following rights:

1. To use, access, install, copy, reproduce, download, store, execute, integrate with other software and operate the Licensed Software and any other software provided by or on behalf of Contractor, including related Documentation, on an unlimited number of computers, servers, local area and wide area networks and an unlimited number of secure web connections by an unlimited number of Authorized Users;
2. To use, access, copy, reproduce, download, store, display, print and modify the Documentation, including any updates thereto, related to the Licensed Products as necessary or appropriate for the Authorized Entities to enjoy and exercise fully the rights granted under this Agreement and the License;
3. To use, copy, access, reproduce, download, store, transmit, transfer, print, display and modify Licensed Data for the following purposes:
 - a. By Authorized Entities in the conduct of business;
 - b. By persons doing business with Authorized Entities, including contractors and consultants, in the conduct of each such Authorized Entity’ business;
4. To publish the Licensed Data or any portion thereof by making them available on general access network, including the Internet and World Wide Web, and local and wide area networks, including the Intranet; and
5. To insert the Orthogonal Images into the public domain as deemed necessary or authorized by County.

10.3 LICENSE RESTRICTIONS

County acknowledges and agrees that:

1. Nothing under this Agreement authorizes it to engage in any service bureau work or to enter into any time-sharing arrangement, except as expressly authorized with respect to

Authorized Entities;

2. Authorized Entities may not copy, download, store, publish, transmit, transfer, sell or otherwise install or use the Licensed Products or any portion thereof in any form or by any means, except (i) as expressly permitted by this Agreement or the applicable Participant Agreement, or (ii) with Contractor's prior written permission;
3. Authorized Entities are specifically prohibited from publishing in any way the Licensed Software by making it available on general access network, including the Internet and World Wide Web, but without prohibiting publication of such Licensed Software on Intranet or other electronic network used by the Authorized Entities; and
4. County will not, and take all reasonable actions to assure that persons who might access the Licensed Software, will not unlock, disassemble, de-compile or reverse-engineer any part of the Licensed Software so as to find or uncover the source code or other trade secrets included therein.

10.4 SOFTWARE UPDATES

Contractor's Updates to Licensed Software available during the term of this Agreement shall be supplied without additional cost to County or any Authorized Entity. Contractor may continue to sell or license the use of its software to such persons and entities and on such terms and conditions as Contractor may in its sole discretion determine. Notwithstanding the foregoing, Contractor reserves the right from time to time during the term of this Agreement, in its sole discretion and without liability to County, to create new software modules or products with additional functionality. Should County desire to acquire such new software modules or products from Contractor, they will be offered to County and shall become part of Licensed Products at no additional cost to County.

11. **AGREEMENT PARTICIPATION**

The use of this Agreement, including the Licensed Products provided by Contractor hereunder, is limited to the Participating Entities, as provided in this Paragraph 11 below.

11.1 AUTHORIZED ENTITIES

County may designate certain Participating Entities as Authorized Entities, including Authorized Departments and Authorized Participants, who shall be entitled to enjoy the License granted by this Agreement, by entering into an applicable Participant Agreement with such Participating Entity. The List of Participating Entities in Exhibit B (Participating Entities) may be updated by County by Change Notice or an Amendment in order to reflect changes to the Authorized Entities; however, failure by County to update such Exhibit B (Participating Entities) shall not be interpreted that any particular Participating Entity is not an Authorized Entity.

11.2 AUTHORIZED USERS

As used in this Agreement, the term "Authorized Users" shall mean (i) the employees of Authorized Entities, including County Departments and Authorized Participants, doing business with or on behalf of the Authorized Entities; (ii) contractors and consultants using the Licensed Products at the facilities of the Authorized Entities, and (iii) any contractors and consultants of the Authorized Entities designated by such Authorized Entities to use the Licensed Products outside the facilities of Authorized Entities for those particular Authorized Entity projects.

County agrees: (a) that it will not allow any persons other than Authorized Users to use, operate, modify, display on the Internet, release into public domain or to have any other access to, any of the Licensed Products, and (b) that it will not allow access to any of the Licensed Software other than at the facilities of the Authorized Entities, unless so designated by Contractor or specified herein.

12. WARRANTIES AND BREACH

12.1 LICENSED PRODUCTS

Contractor hereby represents, warrants, covenants and agrees that throughout the term of this Agreement:

1. Contractor shall provide all Work under the Agreement, including Required Work and any Optional Work, in a professional and workmanlike manner and in accordance with the applicable Statement of Work or any Work Order for Optional Work, as applicable;
2. Licensed Products, including Licensed Software and Licensed Data, shall conform to the Specifications set forth in this Agreement, including the applicable Acceptance Criteria;
3. Licensed Products, including Licensed Data and Licensed Software, provided or installed by Contractor on any equipment supplied by County pursuant to this Agreement will be true and usable copies thereof; and
4. The information concerning the accuracy of the Licensed Products set forth in the applicable Statement of Work is accurate.

12.2 GENERAL WARRANTIES

Contractor further represents, warrants, covenants and agrees that during the term of this Agreement:

1. All tasks, subtasks, deliverables, goods, services and other Work provided by Contractor under this Agreement shall be provided and/or performed in a timely and professional manner by qualified personnel and consistent with generally accepted industry standards;
2. Contractor shall comply with the description and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements applicable to Licensed Products, including Licensed Data and Licensed Software, meeting industry standards) set forth in this Agreement, including Exhibit A (Statement of Work); and
3. All Documentation delivered under this Agreement shall be in accordance with Contractor standards.

12.3 NO DISABLING DEVICES

Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to any County or Authorized Entity system, including the Software, through any device, method or means including, without limitation, the use of any “virus”, “lockup”, “time bomb”, or “key lock”, “worm”, “back door” or “Trojan Horse” device or program, or any disabling code, which has the potential or capability of compromising the security of County’s confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of any County or Authorized Entity system or any User or which could alter, destroy, or inhibit the use of any County or Authorized Entity system or

the data contained therein (hereinafter collectively “Disabling Device(s)”), which could block access to or prevent the use of such system by County, any Authorized Entity or Users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any Licensed Product component provided to under this Agreement, nor shall Contractor knowingly permit any subsequently delivered or provided Licensed Product component to contain any Disabling Device.

In addition, Contractor shall prevent viruses from being incorporated or introduced into the Licensed Products, including any updates thereto, prior to their delivery to County or installation on County or any Authorized Entity system and shall prevent any viruses from being incorporated or introduced in the process of Contractor’s loading of Licensed Products onto such system.

12.4 **WARRANTY PASS-THROUGH**

Contractor shall assign to County to the fullest extent permitted by law or by this Agreement, and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any Third Party Software component or any other product or service provided hereunder shall fully extend to and be enjoyed by County.

12.5 **REMEDIES**

In addition to County’s remedies under Paragraph 6.3.2 (Correction of Deficiencies) above, upon notice to Contractor of any breach of the warranty for the Licensed Products, Contractor shall promptly reinstall or otherwise re-Deliver Deficient Data and/or Software involved or correct the Deficiency so as to allow the Licensed Products to produce Data that is usable for the purposes intended under this Agreement.

12.6 **BREACH OF WARRANTY OBLIGATIONS**

Failure by Contractor to timely perform its obligations set forth in this Paragraph 12 shall constitute a material breach, upon which, in addition to County’s other rights and remedies set forth herein, County may, after written notice to Contractor and provision of a reasonable cure period, terminate this Agreement in accordance with Paragraph 20 (Termination for Default).

13. **INDEMNIFICATION**

Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers (hereinafter “County Indemnitees”) from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or related to this Agreement, except for such loss or damages arising from the sole negligence or willful misconduct of County Indemnitees.

Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 13 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

14. **INSURANCE**

14.1 **GENERAL INSURANCE REQUIREMENTS**

Without limiting Contractor’s indemnification of County, and in the performance of this

Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 14. These minimum insurance coverage terms, types and limits (hereinafter “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

14.2 EVIDENCE OF COVERAGE AND NOTICE

14.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

14.2.2 Renewal Certificates shall be provided to County not less than ten (10) days after renewal of Contractor’s policy. County reserves the right to obtain copies of relevant sections of any required Contractor and/or subcontractor insurance policies at any time.

14.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

14.2.4 Neither County’s failure to obtain, nor County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to County’s Project Director at the address specified in Exhibit D (Administration of Agreement – County).

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Such report shall be made in writing within twenty-four (24) hour or the next Business Day. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

14.3 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor’s General Liability policy with respect to liability arising out of Contractor’s ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor’s acts or omissions, whether such liability is

attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

14.3.1 CANCELLATION OF OR CHANGES IN INSURANCE

Contractor shall provide County, or Contractor's insurance policies shall contain, a provision that County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County not less than ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of 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 this Agreement, in the sole discretion of County, upon which County may suspend or terminate this Agreement.

14.3.2 INSURER FINANCIAL RATINGS

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

14.3.3 CONTRACTOR'S INSURANCE SHALL BE PRIMARY

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

14.3.4 WAIVERS OF SUBROGATION

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

14.3.5 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

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

14.3.6 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRS)

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

14.3.7 CLAIMS MADE COVERAGE

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

14.3.8 APPLICATION OF EXCESS LIABILITY COVERAGE

Contractor 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.

14.3.9 SEPARATION OF INSURED

All liability policies shall 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

14.3.10 ALTERNATIVE RISK FINANCING PROGRAMS

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

14.3.11 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

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

14.4 INSURANCE COVERAGE

14.4.1 COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

14.4.3 AUTOMOBILE LIABILITY INSURANCE

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

14.4.4 WORKERS’ COMPENSATION AND EMPLOYERS’ INSURANCE

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$1 million per accident. If

Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

14.4.5 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

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

14.4.6 PROPERTY COVERAGE

If Contractor's given exclusive use of County owned or leased property shall carry property, Contractor coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

14.5 FAILURE TO MAINTAIN COVERAGE

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from such breach. Alternatively, County may purchase the required insurance coverage and, without further notice to Contractor, deduct from sums due to Contractor any premium costs advanced by County for such insurance.

15. INTELLECTUAL PROPERTY WARRANTY AND INDEMNIFICATION

15.1 Contractor represents and warrants: (i) that Contractor has the full power and authority to grant the License, ownership and all other rights granted by this Agreement to County and the Authorized Entities; (ii) that no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect; (iii) that County and the Authorized Entities are entitled to use the Licensed Products without interruption, subject only to County's obligation to make the required payments and observe the License terms under this Agreement; (iv) that this Agreement and the Licensed Products are neither subject to any liens, encumbrances or pledges, nor subordinate to any right or claim of any third party, including Contractor's creditors; (v) that during the term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's and Authorized Entities' use of Licensed Products in accordance with this Agreement; and (vi) that neither the performance of this Agreement by Contractor, nor the License to or ownership by, and use by, County, Authorized Entities and Users of the Licensed Products in accordance with this Agreement will in any way violate any non-disclosure agreement, nor constitute any infringement or

other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

- 15.2 Notwithstanding any provision to the contrary, whether expressly or by implication, Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and approved officers, employees, agents and volunteers (hereinafter collectively for purposes of this Paragraph 13 “County”) from and against any and all liability, including but not limited to demands, claims, actions, fees, damages, costs, and expenses (including attorneys and expert witness fees) arising from any alleged or actual infringement of any third party’s patent or copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Agreement and/or the operation and use of Licensed Products (hereinafter collectively for purposes of this Paragraph 13 “Infringement Claim(s)”).

Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 15.2 shall be conducted by Contractor and performed by counsel selected by Contractor. County shall provide Contractor with information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.

- 15.3 County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice by County, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Licensed Product or affected component(s) thereof to the same extent of County’s License or ownership rights under this Agreement; or (ii) to the extent procuring such right to use Licensed Product is not commercially reasonable, replace or modify the Licensed Product or component(s) thereof with another product or component(s) thereof of at least equivalent quality and performance capabilities until the Licensed Product and all components thereof become non-infringing, non-misappropriating and non-disclosing (hereinafter collectively for purposes of this Paragraph 15.3 “Remedial Act(s)”).

- 15.4 If, after due diligence, Contractor fails to complete the Remedial Measures in Paragraph 15.3 above, County shall have the right to take such remedial measures it deems reasonable to mitigate any impairment of its use of the Licensed Products or any component(s) thereof or damages or other costs or expenses associated with the infringement claim(s). Contractor shall reimburse County for all amounts paid and all direct costs associated with such remedial measures by County. Failure by Contractor to pay such amounts and costs within thirty (30) days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under this Agreement up to the total of the amounts and costs paid in connection with such remedial measures by County. In the alternative, if elected by County, Contractor shall terminate the License for the allegedly infringing Licensed Products and return all License fees paid by County for such Licensed Products or terminate this Agreement for default pursuant to Paragraph 20 (Termination for Default).

16. PROPRIETARY CONSIDERATIONS

16.1 COUNTY MATERIALS

Contractor and County agree that all materials, plans, reports, Project Schedule, Project Work Plan, documentation and training materials developed by or solely for County, departmental

procedures and processes, algorithms and any other information provided by County or specifically provided by Contractor for County pursuant to this Agreement, excluding the Contractor's Proprietary Rights and Software provided by Contractor and related Documentation (hereinafter collectively "County Materials"), and all copyrights, patent rights, trade secret rights and other proprietary rights therein shall be the sole property of County. Contractor hereby assigns and transfers to County all of Contractor's right, title, and interest in and to all such County Materials, provided that notwithstanding such County ownership, Contractor may retain possession of all working papers prepared by Contractor. During and for a minimum of five (5) years subsequent to the term of this Agreement, Contractor shall retain any and all such working papers. County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

Upon request of County, Contractor shall execute all documents requested by County and shall perform all other reasonable acts requested by County to assign and transfer to, and vest in, County all Contractor's right, title and interest in and to the County Materials, including, but not limited to, all copyright, patent and trade secret rights. County shall have the right to register all copyrights and patents in the name of County of Los Angeles. All material expense of effecting such assignment and transfer of rights shall be borne by County. Further, County shall have the right to assign, license or otherwise transfer any and all County's right, title and interest, including, but not limited to, copyrights and patents, in and to the County Materials.

16.2 LICENSED PRODUCTS

16.2.1 PROPRIETARY RIGHTS

The Licensed Products, owned by Contractor or its licensor(s), are protected by the United States Laws and applicable international laws, treaties and convention regarding intellectual property or propriety rights. From the date of receipt, County agrees to use reasonable effort to protect the Licensed Products from unauthorized use, reproduction, distribution or publication. The parties acknowledge and agree that Contractor shall have and retain sole and exclusive ownership and all right, title and interest in and to all such Licensed Products and all copyrights, patents, and other proprietary rights in or associated with each of the Licensed Products (hereinafter "Proprietary Rights"). Contractor and its licensor(s) retain all rights, title and ownership not granted herein to all copies of such Licensed Products. All rights to Licensed Products not specifically granted in this Agreement are reserved to Contractor and its licensor(s).

Should use of Licensed Products as provided in Paragraph 10 (License) involve the use or practice of any patent, copyright, trade secret, trademark or other proprietary information in which Contractor has an interest, Contractor, on behalf of itself and its assignees and successors, agrees not to assert a claim for patent, copyright, trade secret, trademark or other proprietary information infringement against County, any Authorized Entity or any User provided use of such Licensed Products is in accordance with this Agreement.

Notwithstanding the foregoing, County and the Authorized Entities have the rights to such Licensed Products as granted by the provisions of Paragraph 10 (License).

16.2.2 USE OF CONTRACTOR'S MARKS

County acknowledges that Contractor owns and retains all ownership rights in trademarks, trade names, logos and designations used by Contractor in connection with the Licensed

Products. County agrees not to attach any additional trademarks, trade names, logos or designations to any Contractor product or to any copies of any of the Licensed Images. An Authorized Entity may, however, include its seal and appropriate contact information so long as these annotations in no way obscure or deface Contractor marks. County further agrees that it will not use any Contractor trademark, trade name, logo or designation in connection with any product or service other than the Licensed Images and other Licensed Products.

16.2.3 CONFIDENTIALITY OF LICENSED PRODUCTS

The Licensed Products, owned by Contractor or its licensor(s), are commercially valuable, proprietary products, the design and development of which reflect the effort of skilled development technicians and the investment of considerable time and money. The Licensed Products are treated by Contractor as confidential and may contain trade secrets of Contractor. Contractor is entrusting these trade secrets to County in confidence for the Authorized Entities' use so that the Authorized Entities may exercise their rights under the License and for no other purpose.

County shall protect the security and keep confidential, to the extent possible, as permitted by law, the Licensed Products that are proprietary and/or confidential to Contractor. County agrees not to reproduce, distribute or disclose to any non-Authorized Entity any such Licensed Products that are proprietary and/or confidential without the written consent of Contractor, except as required by law or as specifically permitted pursuant to this Agreement.

Notwithstanding the foregoing, an Authorized Entity may reproduce, distribute and disclose such proprietary and confidential Licensed Products without Contractor's written consent to and among contractors or consultants of such Authorized Entity which are using these Licensed Products to perform work on the Authorized Entity's projects, provided that each the Authorized Entity acquires consent of contractors or consultants to the confidentiality and non-disclosure obligations hereunder. It is expressly agreed that County may reproduce, distribute and disclose such proprietary and confidential Licensed Products without Contractor's written consent to and among County's non-Authorized Departments. In addition, the Authorized Departments may use the Licensed Products for the benefit of, or to meet the needs of, County's non-Authorized Departments if such use is within the Authorized Department's normal course of operation.

16.3 COUNTY DATA

All data and information provided by County to Contractor under this Agreement, including the data described in Section 1.6 (County Obligations) of the applicable Statement of Work (hereinafter "County Data"), shall be used by Contractor solely for processing Data and performing its obligations under the Agreement. Upon completion of work under this Agreement, Contractor shall permanently delete all County Data from all of its systems and shall return the original media back to County. During the term of this Agreement and thereafter, Contractor shall not resell, copy or otherwise distribute by any means any of County Data. Notwithstanding the foregoing, County makes no representations regarding the accuracy or ownership of such County Data, except that County shall not hold Contractor liable for any product deficiencies directly caused by County Data.

16.4 PROPRIETARY AND CONFIDENTIAL

Any and all County Materials which are developed or were originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by

Contractor to County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL", if applicable.

Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

1. Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; or
2. Any Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

17. DISCLOSURE OF INFORMATION

17.1 DISCLOSURE OF AGREEMENT

Contractor shall not disclose any terms or conditions of, or any circumstances or events that occur during the performance of, this Agreement to any person or entity except as may be otherwise provided herein or required by law. In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall, to the extent allowed by law or such order, promptly notify County's Project Director. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Agreement under the following conditions:

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director for each such item.

Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 17 shall apply.

17.2 REQUIRED DISCLOSURE

Notwithstanding any other provision of this Agreement, either party may disclose information about the other that: (i) is lawfully in the public domain at the time of disclosure; (ii) is disclosed with the prior written approval of the party to which such information pertains; or (iii) is required by law to be disclosed.

18. CONFIDENTIALITY AND SECURITY

18.1 CONFIDENTIALITY

18.1.1 CONFIDENTIAL INFORMATION

Contractor shall protect, secure and keep confidential all records, materials, documents, data and/or other information, including, but not limited to, billing and sensitive financial information, County records, data and information, County Materials, County Data and any other data, records and information, received, obtained and/or produced under the provisions of this Agreement (hereinafter “Confidential Information”), in accordance with the terms of this Agreement and all applicable Federal, State or local laws, regulations, ordinances, and publicly known guidelines and directives relating to confidentiality. As used in this Agreement, the term “Confidential Information” shall also include records, materials, data and information deemed confidential by County or the applicable law under Paragraph 3.6 (Rules and Regulations). Contractor shall use whatever appropriate security measures are necessary to protect such Confidential Information from loss, damage and/or unauthorized dissemination by any cause, including but not limited to fire and theft.

Contractor shall inform all of its officers, employees, agents and subcontractors providing Work hereunder of the confidentiality provisions of this Agreement. Contractor shall ensure that all of its officers, employees, agents and subcontractors performing Work hereunder have entered into confidentiality agreements no less protective of County than the terms of this Agreement, including this Paragraph 18 and Exhibit G (Confidentiality and Assignment Agreement).

18.1.2 DISCLOSURE

With respect to any of County’s Confidential Information or any other records, materials, data or information that is obtained by Contractor (hereinafter collectively for purposes of this Paragraph 18.1.2 “information”), Contractor shall: (i) not use any such information for any purpose whatsoever other than carrying out the express terms of this Agreement; (ii) promptly transmit to County all requests for disclosure of any such information; (iii) not disclose, except as otherwise specifically permitted by this Agreement, any such information to any person or organization other than County without County’s prior written authorization that the information is releasable; and (iv) at the expiration or termination of this Agreement, return all such information to County or maintain such information according to the written procedures provided to Contractor by County for this purpose.

18.1.3 INDEMNIFICATION

Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its officers, employees, agents and volunteers from and against any and all loss, damage, liability and expense, including, but not limited to, defense costs and reasonable legal, accounting and other expert, consulting or professional fees, arising from any disclosure of such records and information by Contractor, its officers, employees, or agents, except for any disclosure authorized by this Paragraph 18.

18.2 SECURITY

Notwithstanding anything to the contrary herein, Contractor shall provide all Work utilizing security technologies and techniques in accordance with the industry standards, Contractor’s best practices and applicable County security policies, procedures and requirements provided

by County to Contractor in writing or otherwise as required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks. Without limiting the generality of the foregoing, Contractor shall implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies and prevent the introduction of any Disabling Device into any County or Authorized Entity system. In no event shall Contractor's actions or inaction result in any situation that is less secure than the security that Contractor then provides for its own systems and data.

18.3 **REMEDIES**

Contractor acknowledges that a breach by Contractor of this Paragraph 18 may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under this Paragraph 18 and at law and in equity, County shall have the right to seek injunctive relief to enforce the provisions of this Paragraph 18. The provisions of this Paragraph 18 shall survive the expiration of termination of this Agreement.

19. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION

19.1 Contractor shall not assign its rights and/or delegate its duties under this Agreement, whether in whole or in part, without the prior written consent of County, and any attempted assignment and/or delegation without such consent shall be null and void. County may exercise or withhold consent in its sole discretion. No assignment and/or delegation shall be effective unless and until there is a duly-executed, written amendment to this Agreement. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against County.

19.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior consent of County in accordance with the applicable provisions of this Agreement.

19.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express written approval shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

20. TERMINATION FOR DEFAULT

20.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement if:

1. Contractor fails to timely provide and/or satisfactorily perform any task, subtask, deliverable, goods, service or other Work within the times specified in this Agreement; or

2. Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Agreement; or
3. Contractor fails to make progress as to endanger performance of this Agreement in accordance with its terms; or
4. Contractor in performance of Work under the Agreement fails to comply with the requirements of this Agreement, including but not limited to Exhibit A (Statement of Work) and the Specifications; or
5. Contractor fails to perform or comply with any other provisions of this Agreement or materially breaches this Agreement;

and, unless a shorter cure period is expressly provided in this Agreement, does not cure such failure or fails to correct such failure or breach within thirty (30) days (or such longer period as County may authorize in writing) of receipt of written notice from County specifying such failure or breach, except that Contractor shall not be entitled to any cure period, and County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.

20.2 If, after County has given notice of termination under the provisions of this Paragraph 20, it is determined by County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 21 (Termination for Convenience).

20.3 The rights and remedies of County provided in this Paragraph 20 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

21. TERMINATION FOR CONVENIENCE

21.1 This Agreement may be terminated, in whole or in part, permanently or from time to time, when such action is deemed by County to be in its best interest. Termination of Work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective, which shall be no less than thirty (30) calendar days after the notice is sent. In the event County has purported to terminate this Agreement for default by notice pursuant to Paragraph 20 (Termination for Default) and it has later been determined that Contractor was not in default, no additional notice shall be required upon such determination.

21.2 After receipt of a notice of termination, Contractor shall submit to County, in the form and with any certifications as may be prescribed by County, Contractor's termination claim and invoice. Such claim and invoice shall be submitted promptly in accordance with Paragraph 24 (Effect of Termination).

22. TERMINATION FOR IMPROPER CONSIDERATION

22.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, Amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

22.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County's Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

23. TERMINATION FOR INSOLVENCY

23.1 County may terminate this Agreement immediately at any time upon the occurrence of any of the following:

1. *Insolvency of Contractor.* Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability 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 United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Agreement as determined by County;
2. The filing of a voluntary or involuntary petition to have Contractor declared bankrupt, where the involuntary petition is not dismissed within sixty (60) days;
3. The appointment of a receiver or trustee for Contractor; or
4. The execution by Contractor of an assignment for the benefit of creditors.

23.2 The rights and remedies of County provided in this Paragraph 23 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

23.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Agreement, County may elect to retain its rights under this Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under this Agreement including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of all Licensed Products and related Documentation in accordance with the terms Paragraph 10 (License)), and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of this Agreement for any reason whatsoever.

24. EFFECT OF TERMINATION OR EXPIRATION

In the event that County, upon notice to Contractor, terminates this Agreement in whole or in part as provided herein, then:

1. County shall have the right to use the Licensed Products in perpetuity and enjoy other rights thereto granted hereunder, including Paragraph 10 (License).
2. Contractor and County shall continue the performance of this Agreement to the extent not terminated;
3. Contractor shall stop Work under this Agreement on the date and to the extent specified in such notice and provide to County all completed Work and Work in progress in a

- media reasonably requested by County;
4. Contractor shall promptly return to County any and all Confidential Information, including County Data and County Materials, that relate to that portion of the Agreement and Work terminated by County;
 5. County shall pay Contractor all monies due in accordance with the terms of the Agreement for the Work completed up to the time of termination;
 6. Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prorated prepaid Annual Fees calculated depending on the date of termination, if applicable; and
 7. Upon termination by County for default pursuant to Paragraph 20 (Termination for Default) or for insolvency pursuant to Paragraph 23 (Termination for Insolvency), County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services and other Work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services and other Work.

25. INDEPENDENT CONTRACTOR STATUS

- 25.1 This Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Contractor. The employees and agents of one party are not and shall not be, or construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.
- 25.2 Contractor shall be solely liable and responsible for providing all workers’ compensation insurance and benefits, liability insurance, employer taxes, compensation, and benefits to, or on behalf of, all persons performing Work pursuant to this Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, payroll taxes, disability insurance or benefits, or Federal, State or local taxes, or other compensation, benefits or taxes for any personnel provided by or performing Work on behalf of Contractor.
- 25.3 The employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.
- 25.4 Notwithstanding the provisions of this Paragraph 25, the employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

26. SUBCONTRACTING

- 26.1 No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without notice to County as provided in this Paragraph 26. Any attempt by Contractor to subcontract any performance of this Agreement without such notice shall be null and void and shall be deemed a material breach of this Agreement, upon which County may immediately terminate this Agreement. Notwithstanding the foregoing, Contractor has identified and entered into subcontract(s) with the following subcontractor(s), which are deemed approved by County (hereinafter collectively in this Paragraph 26 “Pre-Approved Subcontractor(s)”) for the purpose of this Paragraph 26: _____.

- 26.2 In the event Contractor subcontracts any portion of its performance of the Agreement with any contractor other than Pre-Approved Subcontractor(s), Contractor shall provide to County, in writing, a request for written approval to enter into the particular subcontract, which request shall include:
1. The reasons for the particular subcontract;
 2. Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected;
 3. A detailed description of the Work to be provided by the proposed subcontractor;
 4. include (i) Exhibit F (Contractor's EEO Certification), (ii) Exhibit G (Confidentiality and Assignment Agreement), (iii) Exhibit I (Safely Surrendered Baby Law), and (iii) any other standard County required provisions;
 5. A representation from Contractor that:
 - a. the proposed subcontractor is qualified to provide the Work for which subcontractor is being hired;
 - b. either the proposed subcontractor maintains the insurance required by this Agreement or Contractor has procured and maintains such insurance coverage for the proposed subcontractor;
 - c. either the proposed subcontractor or Contractor shall be solely liable and responsible for any and all of subcontractor's taxes, payments and compensation, including compensation to its employees, related to the performance of Work under this Agreement; and
 - d. either the proposed subcontractor or Contractor shall provide for indemnification of County under the same terms and conditions as the indemnification provisions of this Agreement, including those specified in Paragraphs 13 (Indemnification) and 15 (Intellectual Property Warranty and Indemnification); and
 6. Other pertinent information and/or certifications reasonably requested or required by County.
- 26.3 County will review Contractor's request to subcontract and determine on a case-by-case basis whether or not to consent to such request, which consent shall not be unreasonably withheld.
- 26.4 Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents, from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any subcontractor, including, without limitation, any officers, employees or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees and agents, under this Agreement.
- 26.5 Notwithstanding any other provision of this Paragraph 26, Contractor shall remain fully responsible for any and all performance required of it under this Agreement, including those which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and provide all Work required under this Agreement. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. Furthermore, subcontracting of any Work under this Agreement shall not be

construed to limit, in any way, Contractor's performance, obligations or responsibilities to County or limit, in any way, any of County's rights or remedies contained in this Agreement.

- 26.6 Subcontracting of any Work under the Agreement shall not waive County's right to prior and continuing approval of any or all such Contractor Key Staff pursuant to the provisions of Paragraph 3.3 (Approval of Contractor's Staff), including any subcontracted members of the Contractor Key Staff. Contractor shall notify its subcontractors of this County's right prior to subcontractors commencing performance under this Agreement.
- 26.7 Notwithstanding subcontracting by Contractor of any Work under this Agreement, Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any services performed by subcontractors under this Agreement.
- 26.8 In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 26 or a blanket consent to any further subcontracting.

27. MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide similar data, software, service levels, product models, components, goods or services under similar delivery conditions to the State of California or any county, municipality, or district of the State or to any other state, county or municipality at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to County. County shall have the right, at County's expense, to utilize a County auditor or an independent auditor to verify Contractor's compliance with this Paragraph 27 by review of Contractor's books and records.

28. RECORDS AND AUDITS

- 28.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement to the extent required by law. All such material shall be kept and maintained by Contractor during the term of this Agreement and for a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, Contractor shall make the necessary arrangements at its own cost and expense to have such material made available to County within the County's borders.
- 28.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 28.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 28 shall constitute a breach of this Agreement upon which County may terminate or suspend this Agreement under the terms of Paragraph 20 (Termination for Default).

29. COUNTY'S QUALITY ASSURANCE PLAN

County, or its agent, will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and conditions of this Agreement. Contractor deficiencies, which County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to the County's Board of Supervisors. The report will include improvements and/or corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures within thirty (30) days of County's notice of Contractor deficiencies, County may, at its sole option, terminate this Agreement, in whole or in part, pursuant to Paragraph 20 (Termination for Default) or Paragraph 21 (Termination for Convenience), or impose other penalties as specified in this Agreement.

30. CONFLICT OF INTEREST

30.1 No County employee whose position with County enables such employee to influence the award of this Agreement or any competing agreements shall be employed in any capacity by Contractor or have any other direct financial interest in this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval or ongoing evaluation of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

30.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement which are applicable to it as a Software and Services provider. Contractor warrants that it is not now aware of any facts which do create an unlawful conflict of interest for Contractor. If a party hereafter becomes aware of any facts, which might reasonably be expected to create an unlawful conflict of interest for it, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

31. COMPLIANCE WITH APPLICABLE LAWS

31.1 In the performance of this Agreement, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

31.2 Contractor shall indemnify, defend and hold harmless County, its officers, employees, agents and volunteers from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment.

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 31 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with full and adequate defense, as determined by County

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

- 31.3 Contractor certifies and agrees that it fully complies with all applicable requirements of the Program regulations, as well as rules, ordinances, court rules, municipal laws, directives, and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code), the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) and compliance with Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Contractor shall be responsible for any relevant changes in the law, including but not limited to, changes in Program regulations, rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law. Contractor shall also comply with all applicable ordinances, rules, policies, directives, and procedures issued or adopted by County for which Contractor is provided actual or constructive notice. County reserves the right to review Contractor's procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the Federal government, as applicable.
- 31.4 Failure by Contractor to comply with such laws and regulations shall be material breach of this Agreement and may result in termination of this Agreement.

32. FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, agents and volunteers from any and all third party liability for, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising from acts engaged in by Contractor in violation of applicable wage and hour laws in the State of California and in the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable, provided that County: (i) promptly notifies Contractor in writing of the claim; and (ii) allows Contractor to control, and cooperate with Contractor in, the defense and any related settlement negotiations.

33. COMPLIANCE WITH CIVIL RIGHTS LAWS

- 33.1 Contractor herein certifies and agrees, and will re-certify upon County request no more frequently than once per year, that all persons employed by it, its affiliates, subsidiaries and holding companies will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 33.2 Contractor shall, pursuant to Los Angeles County Code Section 4.32, certify to and comply with the provisions of Contractor's EEO Certification (Exhibit F).
- 33.3 Contractor shall ensure that applicants and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all

applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 33.4 Contractor herein certifies and agrees, and will re-certify upon County request no more frequently than once per year, that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, except to the extent necessary to comply with applicable Federal and State anti-discrimination laws and regulations.
- 33.5 Contractor herein certifies, and will re-certify upon County request no more frequently than once per year, that it, its affiliates, subsidiaries and holding companies are in compliance with all Federal, State, and local laws including, but not limited to:
1. Title VII, Civil Rights Act of 1964;
 2. Section 504, Rehabilitation Act of 1973;
 3. Age Discrimination Act of 1975;
 4. Title IX, Education Amendments of 1973, as applicable; and
 5. Title 43, Part 17, Code of Federal Regulations, Subparts A & B,
- and that no person shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, be subject to discrimination as to any privileges or uses gained under this Agreement or under any project, program or activity supported by this Agreement.
- 33.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 33 when so requested by County.
- 33.7 If County finds that any of the provisions of this Paragraph 33 have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement at County's option, either for material breach under Paragraph 20 (Termination for Default) of this Agreement or for convenience under Paragraph 21 (Termination for Convenience) of this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- 33.8 The parties agree that in the event Contractor is found to have violated the anti-discrimination provisions of this Agreement, and that such discrimination was directly associated with the performance of services provided under this Agreement, County may require, pursuant to Los Angeles County Code Section 4.32.010 (E), that Contractor pay the sum of Five hundred Dollars (\$500) for each such violation, in lieu of termination or suspension hereof, as liquidated damages are extremely difficult to ascertain or calculate precisely. In the alternative, County may elect to terminate this Agreement pursuant to Paragraph 20 (Termination for Default).

34. RESTRICTIONS ON LOBBYING

34.1 FEDERAL FUNDS PROJECTS

If any Federal funds are to be used to pay for any portion of Contractor’s Work under this Agreement, County shall notify Contractor in writing in advance of such payment and Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all applicable certification and disclosure requirements.

34.2 LOBBYIST ORDINANCE

Contractor, and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County’s Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement at County’s option, either for material breach under Paragraph 20 (Termination for Default) of this Agreement or for convenience under Paragraph 21 (Termination for Convenience) of this Agreement.

35. EMPLOYMENT ELIGIBILITY VERIFICATION

35.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others and that all its employees performing Services under this Agreement meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603).

35.2 Contractor shall obtain from all employees performing under this Agreement all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for the period prescribed by law.

35.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, agents and volunteers from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County 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 Agreement.

36. CONTRACT HIRING

36.1 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the Work set forth herein, Contractor shall give first consideration for such employment openings to permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the term of this Agreement.

36.2 **CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor.

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

36.3 **PROHIBITION AGAINST INDUCEMENT AND PERSUASION**

Contractor and County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. Notwithstanding the foregoing, such prohibition shall not apply to any hiring action initiated through a public announcement.

37. **FEDERAL EARNED INCOME CREDIT**

If required by applicable law, Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided, in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

38. **CONTRACTOR RESPONSIBILITY AND DEBARMENT**

38.1 **RESPONSIBLE CONTRACTOR**

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

38.2 **CHAPTER 2.202**

Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles Code, if County acquires information concerning the performance of Contractor on this Agreement or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing Work on, County agreements for a specified period of time, which generally will not exceed five (5) years, although may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing agreements Contractor may have with County.

38.3 **NON-RESPONSIBLE CONTRACTOR**

County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (i) violated any term of a contract with County or a nonprofit corporation created by County; (ii) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (iii) committed an act or offense which

indicates a lack of business integrity or business honesty; or (iv) made or submitted a false claim against County or any other public entity.

38.4 CONTRACTOR HEARING BOARD

- 38.4.1 If there is evidence that Contractor may be subject to debarment, County's Project Director, or his/her designee, will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.
- 38.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor, County's Project Director, or his/her designee, and County's departments shall be provided with an opportunity to object to the tentative proposed decision prior to its presentation to County's Board of Supervisors.
- 38.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to County's Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 38.4.4 If Contractor has been debarred for a period longer than five (5) years, then Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that such Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
- 38.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) the requesting contractor has been debarred for a period longer than five (5) years, (ii) the debarment has been in effect for at least five (5) years and (iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 38.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

38.5 SUBCONTRACTORS OF CONTRACTOR

The terms and procedures of this Paragraph 38 shall also apply to subcontractors, consultants

and partners of Contractor performing Work under this Agreement.

39. FEDERAL ACCESS TO RECORDS

If, and to the extent that Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services described in 42 United States Code Section 1395 through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

40. REQUIRED CERTIFICATIONS

Contractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's provision of Work under this Agreement. Contractor shall further ensure that all of its officers, employees, agents and subcontractors who provide Work hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, if required by law, in duplicate, to County's Project Manager at the address set forth in Exhibit D (Administration of Agreement – County).

41. NO THIRD PARTY BENEFICIARIES

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

42. CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely.

43. WARRANTY AGAINST CONTINGENT FEES

43.1 Contractor warrants that no person or selling agency has been employed or retained to solicit

or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

43.2 For breach of this warranty, County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the fees owed, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

44. SAFELY SURRENDERED BABY LAW

44.1 NOTICE

As required by applicable law, Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrender Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at <http://babysafela.org> for printing purposes.

44.2 ACKNOWLEDGMENT OF COMMITMENT

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

45. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

45.1 JURY SERVICE PROGRAM

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

45.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

45.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees (as defined in Paragraph 45.2.2 below) shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

45.2.2 For purposes of this Paragraph 45, "Contractor" means a person, partnership, corporation or other entity which has an agreement with County or a subcontract with Contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one or more County agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40)

hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a longstanding practice that defines the lesser number of hours as fulltime. Fulltime employees providing short term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered fulltime for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 45. The provisions of this Paragraph 45 shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the agreement.

45.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate to County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.

45.2.4 Contractor’s violation of this Paragraph 45 of this Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement with Contractor and/or bar Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

46. CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

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

46.2 As required by County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor’s duty under this Agreement to comply with all applicable provisions of State and Federal law, Contractor warrants that to the best of its knowledge it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653(a)) and California Unemployment Insurance Code Section 1088.5, and shall, implement all lawfully served Wage and Earnings Withholding Orders or County’s Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

47. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 46 (Contractor’s Warranty of Adherence to County’s Child Support Compliance Program) shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure

such default within ninety (90) days of notice by County's Child Support Services Department shall be grounds upon which the Auditor-Controller or County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 20 (Termination for Default) and pursue debarment of Contractor pursuant to Paragraph 38 (Contractor Responsibility and Debarment).

48. DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 48.1 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

49. COUNTY AUDIT SETTLEMENTS

If, at any time during or after the term of this Agreement, representatives of County conduct an audit of Contractor regarding the Work performed under this Agreement, and if such audit reasonably and accurately find that County's dollar liability for such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or deducted from any amounts due to Contractor from County, as determined by County. If such audit finds County's dollar liability for such Work is more than payments made by County to Contractor, then the difference shall be repaid to Contractor by cash payment.

50. DISPUTE RESOLUTION PROCEDURE

50.1 Contractor and County agree to act immediately to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 50 (such provisions shall be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.

50.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder.

50.3 Neither party shall delay or suspend its performance during the Dispute Resolution Procedure.

- 50.4 In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 50.5 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 50.6 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's Project Executive and the Director. These persons shall have ten (10) days to attempt to resolve the dispute.
- 50.7 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- 50.8 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 50, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.
- 50.9 Notwithstanding the foregoing, in the event of County's infringement of Contractor's intellectual property rights under the Agreement or violation by either party of the confidentiality obligations hereunder, the violated party shall have the right to seek injunctive relief against the other without waiting for the outcome of the Dispute Resolution Procedure.
- 50.10 Notwithstanding any other provision of this Agreement, County's right to seek injunctive relief to enforce the provisions of Paragraph 18 (Confidentiality and Security) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and shall not be deemed to impair any claims that County may have against Contractor or County's rights to assert such claims after any such injunctive relief has been obtained.

51. ASSIGNMENT BY COUNTY

This Agreement may be assigned in whole or in part by County, without the further consent of Contractor, to a party which is not a competitor of Contractor and which agrees in writing to perform County's obligations under this Agreement.

52. NEW TECHNOLOGY

Contractor and County acknowledge the probability that the technology of the software and data which comprise the Licensed Products provided under the Agreement will change and improve during the term of this Agreement. County desires the flexibility to incorporate into the Licensed Products any new technologies as they may become available. Accordingly, Contractor's Project Manager shall, promptly upon discovery and on a continuing basis, apprise County's Project Director of all new technologies, methodologies and techniques which Contractor considers to be applicable to the Licensed Products. Specifically, upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of

incorporating same into the Licensed Products, and provide an estimate of the impact such incorporation will have on the performance, scheduling and price of the Licensed Products. County, at its sole discretion, may request that this Agreement be amended to incorporate the new technologies, methodologies and techniques into the Licensed Products pursuant to the provisions of Paragraph 4 (Changes Notices and Amendments).

53. NON-DISCRIMINATION IN SERVICES

53.1 Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 53, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility, providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

53.2 Contractor shall ensure that recipients of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap.

54. UNLAWFUL SOLICITATION

Contractor shall inform all of its employees who provide services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

55. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to agreements made and to be performed within the State. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. For claims that are subject to exclusive Federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

56. WAIVER

No breach of any provision hereof can be waived unless in writing. No waiver by County or Contractor of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County or Contractor to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

57. AUTHORIZATION WARRANTY

Contractor and County represent and warrant that the person executing this Agreement or any Amendment thereto pursuant to Paragraph 4 (Changes Notices and Amendments) on its behalf is an authorized agent who has actual authority to bind it to each and every term, condition and obligation of this Agreement, and that all requirements of Contractor and County have been fulfilled to provide such actual authority.

58. VALIDITY AND SEVERABILITY

58.1 VALIDITY

The invalidity of any provision of this Agreement shall not render the other provisions hereof invalid, unenforceable or illegal, unless the essential purposes of this Agreement shall be materially impaired thereby.

58.2 SEVERABILITY

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, if practicable, and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid in its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. If any provision of this Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective.

59. NOTICES

59.1 All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (i) by hand with signed receipt; (ii) by first class registered or certified mail, postage prepaid; or (iii) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

59.2 Director shall have the authority to issue all notices or demands which are required or permitted to be issued by County under this Agreement.

59.3 To County, notices shall be sent to the attention of County’s Project Manager and County’s Project Director at the respective addresses specified in Exhibit D (Administration of Agreement – County).

To Contractor, notices shall be sent to the attention of Contractor’s Project Manager at the address specified in Exhibit E (Administration of Agreement – Contractor), with a copy to Contractor’s Project Executive.

59.4 Each party may change the names of the people designated to receive notices pursuant to this Paragraph 59 by giving written notice of the change to the other party, subject to County’s right of approval in accordance with Paragraph 3.3 (Approval of Contractor’s Staff).

60. ARM’S LENGTH NEGOTIATIONS

This Agreement is the product of arm’s length negotiations between Contractor and County, with each party having had the opportunity to receive advice from and representation by independent counsel of its own choosing. As such, the parties agree that this Agreement is to be interpreted fairly as between them and is not to be strictly construed against either as the drafter or otherwise.

61. NON-EXCLUSIVITY

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

62. CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings used in this Agreement are for convenience only, are not a part of this Agreement, and shall not be used in construing this Agreement. If there is a conflict when referencing a Paragraph in this Agreement, between the Paragraph heading title and its number, the Paragraph heading title shall control.

63. FORCE MAJEURE

Neither party shall be liable for failure to perform under this Agreement, if its failure to perform arises out of, and only, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes or freight embargoes, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of the non-performing party.

64. FORMS AND PROCEDURES

All existing forms and procedures used by Contractor in implementation of the provisions of this Agreement are deemed “approved” by County for purposes of this Paragraph 64. Any new forms and procedures which materially affect Contractor’s performance of this Agreement shall be subject to review and approval by County prior to use by Contractor.

65. DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS

65.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

65.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or, without limitation of all County’s other rights and remedies provided by law or under this Agreement, County may deduct such costs from any amounts due Contractor from County under this Agreement.

66. MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL AT FACILITY

Contractor cannot assign employees under the age of eighteen (18) to perform Work under this Agreement. All of Contractor’s employees working at County facilities must be able to communicate in English. Contractor’s employees must be United State citizens or legally present and permitted to work in the United States.

67. NOTICE OF DELAYS

Exception as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) Business Days, give notice thereof, including all relevant information with respect thereto, to the other party.

68. RE-SOLICITATION OF BIDS AND PROPOSALS

68.1 Contractor acknowledges that, prior to the expiration or earlier termination of this Agreement, County, in its sole discretion, may exercise its right to invite bids or request proposals for the continued provision of the goods and services delivered or contemplated under this Agreement. County shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

68.2 Contractor acknowledges that County, in its sole discretion, may enter into an agreement for the future provision of goods and services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

69. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any services provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. The provisions of this Paragraph 69 shall survive the expiration or other termination of this Agreement.

70. ACCESS TO COUNTY FACILITIES

Contractor, its employees and agents, may be granted access to County facilities, subject to Contractor's prior notification to County's Project Manager, for the purpose of executing Contractor's obligations hereunder. Access to County facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County's Project Manager, which approval will not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County's Project Manager.

71. COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform Services hereunder and only for the performance of such Services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the applicable County's Project Manager at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service in such office space for use only for purposes of this Agreement. County disclaims any and

all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

72. PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the Director, County’s Project Director and the Director of County’s Internal Services Department, in their discretion.

73. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Contractor shall use reasonable efforts to ensure that no employee of Contractor shall perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair his or her physical or mental performance.

74. RECYCLED PAPER

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

75. SURVIVAL

In addition to any provisions in this Agreement which specifically state that they shall survive the termination or expiration of the Agreement, the provisions in the following Paragraphs shall also survive the expiration or termination of this Agreement for any reason:

- 2.4 Approval of Work
- 9.5 County’s Right to Withhold Payment
- 10 License
- 12 Warranties and
- 13 Indemnification
- 14 Insurance
- 15 Intellectual Property Warranty and Indemnification
- 16 Proprietary Considerations
- 17 Disclosure of Information
- 18 Confidentiality and Security
- 20 Termination for Default
- 21 Termination for Convenience
- 22 Termination for Improper Consideration
- 23 Termination for Insolvency

28	Records and Audits
31	Compliance with Applicable Laws
32	Fair Labor Standards
35	Employment Eligibility Verification
39	Federal Access to Records
41	No Third Party Beneficiaries
49	County Audit Settlements
55	Governing Law, Jurisdiction and Venue
58	Validity and Severability

IN WITNESS WHEREOF, County and Contractor by their duly authorized signatures have caused this Agreement to be effective on the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Authorized Signature

Name _____

Title _____

CONTRACTOR

By _____
Authorized Signature

Name _____

Title _____

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
VICTORIA MANSOURIAN
Senior Deputy County Counsel

APPENDIX A
EXHIBIT A
SCOPE OF WORK
FOR
DIGITAL AERIAL DATA

[SEE ALSO APPENDIX B TO RFP]

EXHIBIT A.1
SCOPE OF WORK – OBLIQUE IMAGES
FOR
DIGITAL AERIAL DATA RFP

SECTION 1 – STATEMENT OF WORK

[See Exhibit B.1 (Statement of Work – Oblique Images) to Appendix B (Statement of Work) of RFP.]

SECTION 2 – SCHEDULE OF DELIVERABLES AND PAYMENTS

2.1 DELIVERABLES

DELIVERABLE NUMBER	DESCRIPTION	AMOUNT	DUE DATE*
1.1	Provide Desktop Software	\$0	July 1, 2014
1.2	Provide ArcGIS Extension Software	\$0	July 1, 2014
1.3	Provide Change Analysis Software	\$0	July 1, 2015
1.4	Provide Other Software as Agreed	\$0	n/a
1.5	Provide Public Safety Answering Point Support	\$0	n/a
2.1	Provide Hosted Software	\$0	July 1, 2014
2.2	Provide Application Programming Interface	\$0	July 1, 2014
2.3	Maintain GIS Layers for LAR-IAC (named accounts)	\$0	July 1, 2014
3	Provide Oblique Images	\$0	July 1, 2014
4	Technical Support, Documentation and Training	\$0	n/a
5	Final Acceptance	50% of Total Cost	September 1, 2014
	Second Year Payment due	50% of Total Cost	July 1, 2015
6	Provide Optional Products and Services	TBD	n/a

* Due dates are approximate and dependent on image capture and processing. Such capture dates may be effected by weather conditions and/or Air Traffic Control.

All invoices shall be prepared and paid in accordance with the terms of the Agreement. In the event Contractor fails to achieve Final Acceptance by the due date above, County will assess credits for delay as described in Paragraph 6.4 (Credits for Delays) of the Base Agreement.

2.2 PAYMENT TERMS

The fee components for for the Required Work relating to Oblique Images under this Agreement are as follows:

TASK	DESCRIPTION	QUANTITY	UNIT COST	COST
1.1	Provide Desktop Software		\$	\$
1.2	Provide ArcGIS Extension Software		\$	\$
1.3	Provide Change Analysis Software		\$	\$
1.4	Provide Other Software as Agreed		\$	\$
1.5	Provide Public Safety Answering Point Support		\$	\$
2.1	Provide Hosted Solution		\$	\$
2.2	Provide Application Programming Interface		\$	\$
2.3	Maintain GIS Layers for LAR-IAC		\$	\$
	SUBTOTAL FOR TASKS 1 & 2			\$
3	Community 2-Way Oblique images		\$	\$

TASK	DESCRIPTION	QUANTITY	UNIT COST	COST
	Community 4-Way Oblique images		\$	\$
	Neighborhood 4-Way Oblique images		\$	\$
	Neighborhood 8-Way Oblique images		\$	\$
	Image compression		\$	\$
	<i>SUBTOTAL OF OBLIQUE DELIVERABLES</i>			\$
	SUBTOTAL FOR TASK 3			\$
4	Technical Support, Documentation and Training		n/a	\$
5	Final Acceptance		n/a	\$
6	Optional Items		\$	\$
	IMAGING COST			\$

2.3 OPTIONAL WORK

Optional Work, including any Optional Products and Optional Services, shall be provided by Contractor in accordance with Paragraph 5.2 (Optional Work) of the Base Agreement. The discounts granted by Contractor for such Optional Work shall be no less than the discounts guaranteed by Contractor for the Required Work.

EXHIBIT A.2
SCOPE OF WORK – ORTHOGONAL IMAGES
FOR
DIGITAL AERIAL DATA RFP

SECTION 1 – STATEMENT OF WORK

[See Exhibit B.2 (Statement of Work – Orthogonal Images) to Appendix B (Statement of Work) of RFP.]

SECTION 2 – SCHEDULE OF DELIVERABLES AND PAYMENTS

2.1 DELIVERABLES

DELIVERABLE NUMBER	DESCRIPTION	AMOUNT	DUE DATE*
1	Project Work Plan	10%	January 1, 2014
2	Geodetic Control and Pre-Marking	0%	April 1, 2014
3	Aerial Triangulation & Complete Image Capture	20%	March 1, 2014
4	Digital Terrain Model (DTM) Updates (Area 1)	0%	July 1, 2014
5	Ortho Imagery with Four Inch Pixel Resolution (Area 1)	30%	July 1, 2014
6	Ortho Imagery with One Foot Pixel Resolution (Area 2)	10%	July 1, 2014
8	Digital Terrain Model (DTM) Updates (Area 2)	0%	July 1, 2014
9	Final Acceptance	30%	September 15, 2014

* Due dates are approximate and dependent on image capture and processing. Such capture dates may be effected by weather conditions and/or Air Traffic Control.

All invoices shall be prepared and paid in accordance with the terms of Agreement. In the event Contractor fails to achieve Final Acceptance by the due date above, County may assess credits for delay as described in Paragraph 6.4 (Credits for Delays) of the Base Agreement.

2.2 PAYMENT TERMS

The fee components for the Required Work relating to Orthogonal Images under this Agreement are as follows:

TASK	DESCRIPTION	PRICE	
Task 1	Project Work Plan	County approved Project Work Plan	\$
Tasks 2 & 3	Geodetic Control and Pre-marking	Costs include ground control points and oversight of the aerial triangulation process by a licensed California surveyor - up to 400 points to be billed at \$220/point, total price not to exceed \$100,000, including project oversight. Estimated cost of project oversight is \$25,000	\$
Tasks 4 - 8 (Project Areas 1, 2, & 3)	Image Acquisition	Represents acquisition of Digital Aerial Imagery	\$
	Data Processing	Pre-ortho processing includes Aerial Triangulation and other pre-processing	\$
	Orthomosaic Production	Production of Orthomosaics	\$
	Color Balancing	Ensure that water areas have a consistent appearance (i.e. radiometry) and balance inconsistent water seams.	\$
Tasks 4 - 8 Urban Canyons – (“Downtown Areas”)	Image Acquisition	Represents capture costs for additional imagery collected over downtown areas with 60% side lap and 80% forward overlap – includes use of twin engine aircraft for capture in areas to avoid additional manual correction of building lean into transportation features	\$
	Data Processing	Pre-ortho processing includes aerial triangulation and other pre-processing of additional imagery in the downtown areas	\$

APPENDIX A – REQUIRED AGREEMENT

TASK		DESCRIPTION	PRICE
	Orthomosaic Production	Cost of production of ortho imagery in downtown areas with the additional overlap	\$
	Building Lean Correction	Cost for manual correction of remaining buildings with excessive lean/scale issues	\$
		TOTAL	\$

2.3 OPTIONAL WORK

Optional Work, including any Optional Products and Optional Services, shall be provided by Contractor in accordance with Paragraph 5.2 (Optional Work) of the Base Agreement. The discounts granted by Contractor for such Optional Work shall be no less than the discounts guaranteed by Contractor for the Required Work.

EXHIBIT A.3
SCOPE OF WORK – BUILDING REPRESENTATIONS
FOR
DIGITAL AERIAL DATA RFP

SECTION 1 – STATEMENT OF WORK

[See Exhibit B.3 (Statement of Work – Building Representations) to Appendix B (Statement of Work) of RFP.]

SECTION 2 – SCHEDULE OF DELIVERABLES AND PAYMENTS

2.1 DELIVERABLES

DEL	TITLE	COST/UNIT	UNITS	TOTAL COST	DUE DATE
1	Project Work Plan				December 1, 2013
2	Building Outlines				
2a	Building Outlines for Area 1				July 1, 2014
2b	Building Outlines for Area 2				August 1, 2014
3	Optional Work				
3.1					
3.2					
3.3					
3.4					
3.5					
3.6					
3.7					
3.8					
3.9					
3.10					
3.11					
3.12					
3.13					

All invoices shall be prepared and paid in accordance with the terms of Agreement. In the event Contractor fails to achieve Final Acceptance by the due date above, County may assess credits for delay as described in Paragraph 6.4 (Credits for Delay) of the Base Agreement.

2.2 PAYMENT TERMS

The fee components for the Required Work relating to Building Representations under this Agreement are as follows:

DEL	TITLE	COST/UNIT	UNITS	TOTAL COST	AMOUNT	DUE DATE*
1	Project Work Plan				10%	December 1, 2013
2a	Building Outlines for Area 1				60%	July 1, 2014
2b	Building Outlines for Area 2				30%	August 1, 2014
3	Optional Work (See §2.1)	TBD	TBD	TBD	See §2.1	See §2.1

* Due dates are approximate and dependent on image capture and processing. Such capture dates may be effected by weather conditions and/or Air Traffic Control.

2.3 OPTIONAL WORK

Optional Work, including any Optional Products and Optional Services, shall be provided by Contractor in accordance with Paragraph 5.2 (Optional Work) of the Base Agreement. The discounts granted by Contractor for such Optional Work shall be no less than the discounts guaranteed by Contractor for the Required Work.

EXHIBIT A.4
SCOPE OF WORK – DIGITAL TERRAIN DATA
FOR
DIGITAL AERIAL DATA RFP

SECTION 1 – STATEMENT OF WORK

[See Exhibit B.4 (Statement of Work – Digital Terrain Data) to Appendix B (Statement of Work) of RFP.]

SECTION 2 – SCHEDULE OF DELIVERABLES AND PAYMENTS

2.1 DELIVERABLES

DELIVERABLE NUMBER	DESCRIPTION	AMOUNT	DUE DATE*
1	Project Work Plan	10%	January 1, 2014
2	Digital Terrain Model (DTM) (Project Area 1)	20%	July 1, 2014
3	Contours with 1 foot interval (Project Area 1)	20%	July 1, 2014
4	Digital Terrain Model (DTM) (Project Area 2)	15%	July 1, 2014
5	Contours with 2 foot interval (Project Area 2)	15%	July 1, 2014
6	Final Acceptance	20%	September 15, 2014
7	Optional Work	TBD	TBD

* Due dates are approximate and dependent on image capture and processing. Such capture dates may be effected by weather conditions and/or Air Traffic Control.

All invoices shall be prepared and paid in accordance with the terms of Agreement. In the event Contractor fails to achieve Final Acceptance by the due date above, County may assess credits for delay as described in Paragraph 6.4 (Credits for Delay) of the Base Agreement.

2.2 PAYMENT TERMS

TASK		DESCRIPTION	PRICE
Task 1	Project Work Plan	County approved Project Work Plan	n/a
Task 2	Digital Terrain datasets for Project Area 1	Costs of acquisition and production of digital terrain data from LIDAR.	\$
Task 3	Contour datasets with 2 foot interval for Project Area 1	Costs of production of 2 foot contour data from Digital Terrain data	\$
Task 4	Digital Terrain datasets for Project Area 2	Costs of acquisition and production of digital terrain data from LIDAR.	\$
Task 5	Contour datasets with 4 foot interval for Project Area 12	Costs of production of 4 foot contour data from Digital Terrain data	\$
TOTAL			\$

2.3 OPTIONAL WORK

Optional Work, including any Optional Products and Optional Services, shall be provided by Contractor in accordance with Paragraph 5.2 (Optional Work) of the Base Agreement. The discounts granted by Contractor for such Optional Work shall be no less than the discounts guaranteed by Contractor for the Required Work.

APPENDIX A
EXHIBIT B
PARTICIPATING ENTITIES
FOR
DIGITAL AERIAL DATA

In addition to the County Departments, the following Participating Entities may be authorized by County to become Authorized Participants under the Agreement:

1. County's Special Districts
2. County's Commissions
3. County's Agencies
4. State subdivisions
5. Federal subdivisions
6. Subdivisions of County, including incorporated cities and unincorporated areas within the County of Los Angeles
7. Other groups/agencies specifically listed below (that may or may not fall in one of the above categories):
 - a. CalTrans (California Department of Transportation –District 7 only)
 - b. LARGIN (Los Angeles Region Gang Information Network)
 - c. Santa Catalina Island Conservancy
 - d. School Districts; including Los Angeles Unified School District (LAUSD)
 - e. United States Geological Survey (USGS)

APPENDIX A
EXHIBIT C
PROJECT SCHEDULE
FOR
DIGITAL AERIAL DATA

[TO BE DETERMINED]

APPENDIX A
EXHIBIT D
ADMINISTRATION OF AGREEMENT – COUNTY
FOR
DIGITAL AERIAL DATA

[TO BE DETERMINED]

APPENDIX A
EXHIBIT E
ADMINISTRATION OF AGREEMENT – CONTRACTOR
FOR
DIGITAL AERIAL DATA

[TO BE DETERMINED]

APPENDIX A
EXHIBIT F
CONTRACTOR'S EEO CERTIFICATION
FOR
DIGITAL AERIAL DATA

EXHIBIT F
CONTRACTOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

CERTIFICATION

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

Signature

Date

Name and Title of Signer (please print)

APPENDIX A
EXHIBIT G
CONFIDENTIALITY AND ASSIGNMENT AGREEMENT
FOR
DIGITAL AERIAL DATA

EXHIBIT G

CONFIDENTIALITY AND ASSIGNMENT AGREEMENT

CONTRACTOR _____

1. GENERAL INFORMATION

The organization identified above ("Contractor") is under contract ("Contract") to provide Work (as such term is defined in the Contract) to the County of Los Angeles ("County"). County requires each employee, agent, consultant, outsourced vendor and independent contractor of this Contractor performing Work under the Contract to understand his/her obligations with respect to the personal, proprietary and other confidential material, data or information, with which he/she will be in contact. Contractor, by executing this Confidentiality and Assignment Agreement ("Agreement"), represents that it shall ensure each such staff member's compliance with the obligations regarding such data and information, as set forth in the Base Agreement, including this Exhibit G.

2. CONTRACTOR ACKNOWLEDGMENT

Contractor understands and agrees that all of Contractor's, or any subcontractor's, staff that will provide Work pursuant to the above-referenced Contract are Contractor's, or any subcontractor's, sole responsibility. Contractor understands and agrees that its, or any subcontractor's, staff must rely exclusively upon Contractor, or any subcontractor, for payment of salary and any and all other benefits payable by virtue of such staff's performance of Work under the above-referenced Contract.

Contractor understands and agrees that its, or any subcontractor's, employees are not employees of County for any purpose whatsoever and that such staff do not have and will not acquire any rights or benefits of any kind from County by virtue of performance of Work under the above-referenced Contract. Contractor understands and agrees that its, or any subcontractor's, staff do not have and will not acquire any rights or benefits from County pursuant to any agreement between any person or entity and County.

3. CONFIDENTIALITY

Contractor, any subcontractor, and their staff, by virtue of performing Work under the above-referenced Contract, may come in contact with (i) Confidential Information (as such term is defined in the Base Agreement to the Contract), (ii) data and information, which County has an obligation to keep confidential by applicable law or otherwise, and (iii) proprietary information belonging to other organizations doing business with County Contractor, any of its subcontractors (collectively for the purpose of this Exhibit G "Confidential Information"). By signing this Agreement, Contractor agrees that, by virtue of involvement in the Work under the Contract, it, any subcontractor, and their staff shall protect the confidentiality of all such Confidential Information pursuant to the terms of Paragraph 18 (Confidentiality and Security) of the Base Agreement and as specified below.

Contractor agrees, on behalf of itself, its subcontractors and all staff, (i) to protect from loss and hold in confidence any and all Confidential Information; (ii) not to directly or indirectly reveal, report, publish, transfer, reproduce to, or for the benefit of, any unauthorized person or otherwise disclose any Confidential Information obtained while performing Work under the above-

referenced Contract; and (iii) to utilize the Confidential Information solely for the limited purpose of providing Work pursuant to the Contract. Contractor's, or any subcontractor's, staff shall forward all requests for disclosure or copying of any such information in their possession or care to County's Project Manager under the Contract.

Contractor agrees to report to County's Project Manager under the Contract any and all violations of this Agreement, including unauthorized disclosures or copying of Confidential Information, whether accidental or intentional, and whether by Contractor's, or any subcontractor's, staff and/or by any other person, of which such staff become aware. Contractor agrees and shall ensure that its, or any subcontractor's, staff return possession of all Confidential Information to County's Project Manager under the Contract upon completion of the above-referenced Contract, or termination of employment with the Contractor, or any subcontractor, whichever occurs first.

4. ASSIGNMENT OF PROPRIETARY RIGHTS

As used in this Agreement, "Products" means any inventions, trade secrets, ideas, original works of authorship or Confidential Information conceived, developed, discovered or made in whole or in part during performance of Work relating to the Contract by any employee, agent, consultant, outsourced vendor or independent contractor of Contractor, including County Materials (as such term is defined in the Base Agreement of the Contract). All Products, while produced, shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Products shall be deemed to be "works made for hire" under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Products are determined not to constitute "works made for hire", or if any rights in the Products do not accrue to Contractor as a work made for hire, Contractor agrees to ensure that all right, title and interest in such Products, including but not limited to all copyrights, patents, trade secret rights and other proprietary rights in or relating to the Products, are irrevocably assigned and transferred to Contractor to the maximum extent permitted by law all. Without limiting the foregoing, Contractor agrees to ensure that (i) all economic rights to the Products, including the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey, and otherwise exploit the Products, are assigned and transferred to Contractor; (ii) Contractor is entitled to any and all modifications, uses, publications and other exploitation of the Products without consequences; and (iii) Contractor obtains United States or foreign letters patent, copyright registrations and other proprietary rights covering inventions and original works of authorship in the Products.

Contractor agrees to execute all necessary documents and to perform all other acts in order to assign all of Contractor's right, title and interest in the Products in accordance with the Base Agreement.

SIGNED _____ **DATE** _____

PRINTED _____ **TITLE** _____

APPENDIX A
EXHIBIT H
SAFELY SURRENDERED BABY LAW
FOR
DIGITAL AERIAL DATA

[SEE APPENDIX J TO RFP]

APPENDIX A
EXHIBIT I
JURY SERVICE ORDINANCE
FOR
DIGITAL AERIAL DATA

[SEE APPENDIX G TO RFP]

APPENDIX A
EXHIBIT J
REQUEST FOR PROPOSALS
FOR
DIGITAL AERIAL DATA

[TO BE INCORPORATED BY REFERENCE]

APPENDIX A
EXHIBIT K
CONTRACTOR'S PROPOSAL
FOR
DIGITAL AERIAL DATA

[TO BE INCORPORATED BY REFERENCE]

APPENDIX B
STATEMENT OF WORK



**REQUEST FOR PROPOSALS
FOR
DIGITAL AERIAL DATA
FOR
LOS ANGELES REGIONAL IMAGERY ACQUISITION CONSORTIUM
(LAR-IAC)**

JULY 2013

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STATEMENT OF WORK

1. GENERAL

1.1 INTRODUCTION

This Appendix B (Statement of Work) consists of tasks, subtasks, deliverables, goods, services and other work the selected Contractor shall be required to provide in response to the Request for Proposals (“RFP”) issued by the Chief Information Office (“CIO” or “Department”) of the County of Los Angeles (“County”).

The following Exhibits are attached to and form part of this Statement of Work:

1. Exhibit B.1 (Statement of Work – Oblique Images)
2. Exhibit B.2 (Statement of Work – Orthogonal Images)
3. Exhibit B.3 (Statement of Work – Building Representations)
4. Exhibit B.4 (Statement of Work – Digital Terrain Data)
5. Exhibit B.5 (Proposed Schedule)

1.2 SCOPE OF WORK AND DELIVERABLES

1.2.1 REQUIRED WORK

The following digital mapping products (Digital Aerial Data) are required to be obtained through this RFP, as described in Exhibits B.1 through B.4 to this Appendix B.

1. Oblique Images: See Exhibit B.1 (Statement of Work – Oblique Images) to this Appendix B.
2. Orthogonal Images: See Exhibit B.2 (Statement of Work – Orthogonal Images) to this Appendix B.
3. Building Representations: See Exhibit B.3 (Statement of Work - Building Representations) to this Appendix B.
4. Digital Terrain Data: See Exhibit B.4 (Statement of Work – Digital Terrain Data) to this Appendix B.

1.2.2 OPTIONAL WORK

County may from time to time, during the terms of the resultant Agreement, submit to Contractor written requests for Optional Work relating to the Licensed Products, including any type of Digital Aerial Data, as further provided in Paragraph 5.2 (Optional Work) of the Base Agreement of Appendix A (Required Agreement) to the RFP and the corresponding Tasks and Deliverables in each of Exhibits B.1 through B.4 to this Appendix B.

1.2.3 APPROVAL OF WORK

All Work must be approved by County, as evidenced by County’s Project Manager and County’s Project Director, as provided in Paragraph 2.4 (Approval of Work) of the Base Agreement of Appendix A (Required Agreement) to the RFP.

1.3 DEFINITIONS

The capitalized terms listed below that are used throughout this Appendix B shall have the definitions given to such terms in this Appendix B. All other capitalized terms used in this

Appendix B without definitions shall have the meanings given to such terms in the Required Agreement or otherwise in the RFP, as applicable.

1. Building Representation

The term “Building Representation” shall have the meaning specified in Exhibit B.3 (Statement of Work – Building Representations).

2. Community Image(s)

The term “Community Image(s)”, whether singular or plural, shall have the meaning specified in Exhibit B.1 (Statement of Work – Oblique Images).

3. Digital Elevation Model (DEM)

The terms “Digital Elevation Model” and “DEM” shall have the meaning specified in Exhibit B.4 (Statement of Work – Digital Terrain Data).

4. Digital Surface Model (DSM)

The terms “Digital Surface Model” and “DSM” shall have the meaning specified in Exhibit B.4 (Statement of Work – Digital Terrain Data).

5. Digital Terrain Model (DTM)

The terms “Digital Terrain Model” and “DTM” shall have the meaning specified in Exhibit B.4 (Statement of Work – Digital Terrain Data).

6. Images

The term “Image(s)”, whether singular or plural, shall mean digital images, automatically captured from airborne platforms without geo-referencing.

7. LiDAR Point Cloud

The term “LiDAR Point Cloud” shall have the meaning specified in Exhibit B.4 (Statement of Work – Digital Terrain Data).

8. Neighborhood Image(s)

The term “Neighborhood Image(s)”, whether singular or plural, shall have the meaning specified in Exhibit B.1 (Statement of Work – Oblique Images).

9. Primary Site

The term “Primary Site” shall have the meaning specified in Exhibit B.1 (Statement of Work – Oblique Images).

10. Planimetric Features

The term “Planimetric Feature(s)” shall have the meaning specified in Exhibit B.3 (Statement of Work – Building Representations).

11. Oblique Images

The term “Oblique Image(s)”, whether singular or plural, shall mean oblique digital images (including vector trapezoids), automatically captured and geo-referenced from airborne platforms in accordance with Exhibit B.1 (Statement of Work – Oblique Images).

12. Project Area 1; Area 1

The terms “Project Area 1” and “Area 1” shall mean the “urban” areas of Los Angeles County encompassing approximately 2,898 square miles and Santa Catalina Island, an island off the coast of Los Angeles County encompassing approximately 75 square miles, as set forth in Section 1.7 (Reference Maps) of Exhibit B.2 (Statement of Work – Orthogonal Images).

13. Project Area 2; Area 2

The terms “Project Area 2” and “Area 2” shall mean the national forest areas of Los Angeles County encompassing approximately 1,056 square miles, , as set forth in Section 1.7 (Reference Maps) of Exhibit B.2 (Statement of Work – Orthogonal Images).

4. Sector(s)

The terms “Image Sector(s)” and “Sector(s)”, whether singular or plural, shall have the meaning specified in Exhibit B.1 (Statement of Work – Oblique Images).

2. MINIMUM QUALIFICATIONS

The selected Contractor shall meet each of the minimum qualifications and requirements specified in Section 1.5 (Minimum Requirements) of the body of the RFP, which are incorporated herein by reference.

3. CONTRACTOR RESPONSIBILITIES

3.1 SCHEDULE

The Proposer shall provide a detailed Agreement implementation plan including proposing procedural and operational steps, technical approach and milestones relating to how the selected Contractor intends to complete all of the tasks specified in this Statement of Work. The Proposer should specify in the implementation plan how they will address the following issues:

- Very diverse terrain conditions in Los Angeles (“LA”) County
- Winter weather conditions (December to March)
- Airspace restrictions over Los Angeles International Airport (“LAX”) and other regional airports
- Restrictions from military facilities.

The County targets the following timeframes for the project, as such may need to be revised depending upon the effective date of the resultant Agreement:

Planning Stage: September 2013 to November 2013

Acquisition Stage: December 2013 to March 2014

Processing Stage: January 2014 to May 2014 (incrementally)

Delivery Stage: June 2014 to August 2014 (incrementally)

The Proposer should determine under which weather conditions the implementation plan could be executed. Weather conditions should be specified for LAX and for Palmdale Airport. The Proposer will be required to participate in periodic program status reviews. The Proposer will also be required to provide a weekly written status report outlining project status. The Proposer will provide a detailed activity schedule in MS Project (Proposed Schedule) that includes the following as a minimum:

1. Proposed collection data schedule;

2. Deliverable production tasks;
3. Proposed delivery dates for each deliverable; and
4. Acceptance test data review.

This schedule will be updated monthly to represent progress in reaching assigned goals.

3.2 STAFFING PROFILE

Proposer shall provide a company/corporation organization chart and staffing profile including years of tenure for staff. Resumes shall be provided for key personnel, including but not limited to, Project Manager(s) and Account Representative(s) who will be assigned and dedicated to County's project. The Proposer shall also provide the names of the assigned Project Manager(s) and Account Representative(s) who will be dedicated to County's project and shall not change the individuals without the prior approval of the County, as further provided in Paragraph 3.3 (Approval of Contractor's Staff) of the Base Agreement of Appendix A (Required Agreement) to the RFP. The Proposer shall only provide Project Manager(s) and Account Representative(s) with a minimum of five (5) years prior experience in accounts of similar type, size, and scope. The Proposer shall clearly define what responsibilities these individuals will be charged with relative to this Agreement.

3.3 TOUR OF PROPOSER'S FACILITIES

The Proposer may be required to provide a tour of its facilities and aircraft in order to demonstrate that it has the capability to fully provide the requirements of this RFP. The Proposer shall provide the tour within five (5) Business Days of County's request.

3.4 PROPOSER'S SERVICE OPERATION

The Proposer shall provide a customer service operation plan for County's Project Manager(s) or designee(s) and other County customers. The customer service operation shall include access to local numbers in the Los Angeles County area or a toll free number and provision of an in-house customer service representative who will be assigned and dedicated to the County. The in-house customer service representative shall be knowledgeable and responsive relative to contract and customer services issues and available to the County. Customer service is required 8:00 a.m. to 5:00 p.m. Pacific Time ("PT"), Monday through Friday, excluding County observed holidays. All customer service calls require a response within a maximum of one (1) Business Day.

3.5 POST-AWARD AGREEMENT KICK-OFF MEETING

Proposer receiving award(s) under this solicitation may be required to attend a post award kick-off meeting to be scheduled by County's Contract Manager. The Contract Manager will communicate the date, time, location and agenda for this meeting to the Proposer. The meeting should be held within two (2) weeks from the execution of the resultant Agreement.

3.6 CONTRACTOR'S PROFESSIONAL QUALIFICATIONS

In accordance with the California Law, surveying shall be under the responsible charge of a civil engineer authorized to practice surveying or a land surveyor. Photogrammetric mapping shall be under the responsible charge of a civil engineer authorized to practice surveying, a land surveyor or a photogrammetric surveyor with a valid California license.

3.7 GENERAL QUALITY AND ASSURANCE MEETINGS

Proposer may be required to take part in periodic quality assurance meetings as scheduled by

the County’s Project Manager(s) or designee(s). The purpose of the quality assurance meetings is to address contract performance issues and problems early on to ensure Contractor delivers as promised and provides all of the specifications and deliverables required under the Agreement. The County, if necessary, may issue cure notices. The County may also provide aggressive monitoring of the resultant Agreement and document performance issues and problems. The Proposer should describe any standard problem logging system which will be offered. For example, a searchable web-based resolution system for tracking of errors, quality issues and technical questions, responses and resolutions over the life of the project.

3.8 HISTORY OF CANCELLATION OF PROJECTS OR CHANGE ORDERS

Proposer should provide a history of any projects which eventually were cancelled by their customers in the last three (3) years. Also, Proposer should provide information about change orders which were requested for imagery projects processed in the last three (3) years, as further provided in the body of the RFP, including Section 2.10.6 (Proposer’s Qualifications and Proposed Solution (Section B)).

3.9 REFERENCES

Proposer shall provide references as specified below. The County will rely on references to evaluate the proposal. Proposer shall provide a minimum of three (3) references with regards to the projects performed within the last three (3) years, as further provided in the body of the RFP, including Section 2.10.6 (Proposer’s Qualifications and Proposed Solution (Section B)). References shall clearly demonstrate experience relative to geodetic surveying, ortho imagery and topographic mapping where they have performed similar work in size and scope to the County’s requirements.

The County reserves the right to take any or all of the following actions:

- a. to reject a proposal based on an unsatisfactory reference,
- b. to contact any person or persons associated with the referenced site,
- c. to request additional references,
- d. to contact organizations known to have used or who are currently using the services supplied by the Proposer or the Proposer’s subcontractors,
- e. to contact independent consulting firms for additional information about the Proposer or the Proposer’s subcontractors, and
- f. to visit any or all of the reference sites for demonstrations.

4. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC PROCESS)

Proposers are advised that all finished products and final deliverables will be subject to systematic Quality Assurance and Quality Control (“QA/QC”), which will be done by an independent photogrammetric firm, whose services will be solicited by the County in conjunction with the resultant Agreement.

For this purpose, the County and cooperating cities/agencies (Participating Entities) will prepare a set of “hidden” control points, which will be used by the above mentioned firm(s). Also, County and Participating Entities will do additional random QA/QC to assure that all received products are in compliance with specified technical specifications and standards. All QA/QC processes should be addressed in Part C (Quality Control Plan) of Section B (Qualifications and Proposed Solution) of the Business Proposal in response to Section 2.10.6 (Qualifications and

Proposed Solution) of the body of the RFP.

5. LICENSING

Proposers are advised that all finished products and final deliverables will be perpetually licensed to Los Angeles County upon completion of the Work. Nothing is to be construed in any Agreement that may result from this solicitation that will operate to preclude County's full rights to reproduce, reformat disseminate or otherwise use, in any fashion or for any purpose, the data or final deliverables as it sees fit. Proposers are advised that any additional licenses to any person or entity may not be issued by Proposers without exclusive approval from the County.

It is the County's intent to provide extension of perpetual license for a fee for the high quality imagery products to be delivered to other cities, public or private agencies and firms.

It is also the County's intent to provide a down-sampled 1-foot version of the orthogonal imagery and down-sampled digital terrain data products for use in the public domain.

6. SAMPLES

The Proposer is to submit samples of major imagery and digital terrain data products produced by technology and software which are proposed for this project. These samples (for a small coverage area of 3 to 5 sq. miles) must be submitted in digital form (e.g. Geo-TIFF and .LAS files) and as hard copies in various scales (for example, 1" = 50', 1" = 100' and/or 1" = 200').

7. DATA PROVIDED BY COUNTY

1. County will make available the following countywide information to Contractor at the following URL: <http://egis3.lacounty.gov/dataportal/lariac/lar-iac4/rfp-data/>
 - a) LAR-IAC Project Area Boundaries (shapefile format)*
 - b) Detailed County/City Boundaries (for orientation only - shapefile format)*
 - c) Grid for project tiles (shapefile format)*
 - d) Oblique Aerial Digital Imagery 1 sq. mile sector grid (for orientation only – shapefile format)*
 - e) Boundary of Urban Canyons “Downtown Areas” high-rise areas (shapefile format)*
 - f) Parcel vector database (for orientation only – shapefile format)
 - g) Existing control cadastral monuments (shapefile format)
 - h) Existing LAR-IAC deliverables in various formats as mutually agreed upon (ie. DTM and/or DSM, first generation 4” ortho imagery)
 - i) Proposed Delivery Areas (shapefile format)
 - j) Proposed Mosaic Tile Areas (shapefile format)
 - k) Boundary of locations that could potentially have large changes in elevation (ie. Significant grading) that would affect ortho imagery rectification
 - l) Other relevant GIS layers mutually determined by the Contractor and County.

*These shapefiles will be provided to all Proposers as a necessary input to the preparation of their response to this RFP.

2. Digital Elevation Data (from LiDAR and stereo compilation) provided by County for Contractor will be in ESRI raster format in California State Plane Coordinate System, Zone 5, NAD83, NAVD88.
3. All vector data sets provided by County for Contractor will be in ESRI shapefile format in California State Plane Coordinate System, Zone 5, NAD83, U.S. Survey Feet.
4. County will be responsible for:
 - a) Assignment of all point numbers;
 - b) Provision of blank monument record forms;
 - c) Providing the County Survey Monuments digital files.

EXHIBIT B.1

**STATEMENT OF WORK – OBLIQUE IMAGES
FOR
DIGITAL AERIAL DATA RFP**

SECTION 1 – STATEMENT OF WORK

1.1 GENERAL

1.1.1 INTRODUCTION

Contractor shall deliver under this Statement of Work Oblique Images collected around the period from January 2014 through March 2014, weather and Air Traffic Control (ATC) permitting. Definitions and specifications in this Statement of work are consistent with earlier acquisitions and should be used as guidelines for this project.

1.1.2 DEFINITIONS

In addition to the terms defined in the Base Agreement of Appendix A (Required Agreement) to the RFP, the following definitions shall apply throughout this Exhibit B.1 (Statement of Work – Oblique Images):

1. Community Image(s)

The term “Community Image(s)”, whether singular or plural, shall mean a set of four (4) images that cover the entire Sector from two (2) opposing oblique angles unless rapid elevation changes prohibit flight lines in two (2) directions. Each image will be acquired from an airborne platform at a height above the ground of approximately 7,500 feet, and cover an area of approximately one (1) square mile.

2. Neighborhood Image(s)

The term “Neighborhood Image(s)”, whether singular or plural, shall mean a set of overlapping, oblique images blanketing an entire Sector, providing for a higher degree of detail. Each image will be acquired from an airborne platform at a height above the ground of approximately 2,500 feet depending upon terrain conditions, and cover an area of approximately one-tenth (0.1) square miles.

3. Primary Site

The term “Primary Site” shall mean the site designated by County for Delivery.

4. Sector(s)

The terms “Image Sector(s)” and “Sector(s)”, whether singular or plural, shall mean a collection of oblique digital images, automatically captured from airborne platforms using Contractor’s hardware and software capture system but without geo-referencing, as further described in this Exhibit B.1.

1.2 TASKS AND DELIVERABLES

TASK 1 – PROVIDE AND CONFIGURE SOFTWARE

SUBTASK 1.1 – PROVIDE DESKTOP SOFTWARE

Contractor shall provide desktop software providing access to oblique imagery meeting the specifications described in Section 1.3 (Image Requirements) and Section 1.5 (Supporting Software Requirements) of this Exhibit B.1. Upon provision, County shall copy the desktop Software from Contractor’s storage media to the County server.

SUBTASK 1.2 – PROVIDE ARTGIS EXTENSION SOFTWARE

Contractor shall provide the latest version of the ESRI ArcGIS Extension Software, meeting the specifications described in Section 1.3 (Image Requirements) and Section 1.5 (Supporting Software Requirements) of this Exhibit B.1.

SUBTASK 1.3 – PROVIDE ABILITY TO VIEW EXISTING OBLIQUE IMAGES

Contractor shall provide desktop software providing access to oblique imagery meeting the specifications described in Section 1.3 (Image Requirements) and Section 1.5 (Supporting Software Requirements) of this Exhibit B.1. Upon provision, County shall copy the desktop Software from Contractor's storage media to the County server.

SUBTASK 1.4 – PROVIDE OTHER SOFTWARE

Contractor shall provide the latest version of other software applications developed as mutually agreed upon (such as SOAP or AJAX solutions, configuration tools, etc.) meeting the specifications described in Section 1.3 (Image Requirements) and Section 1.5 (Supporting Software Requirements) of this Exhibit B.1.

SUBTASK 1.5 – PROVIDE PUBLIC SAFETY ANSWERING POINT SUPPORT

Contractor shall provide support to County and County's Public Safety Answering Point (PSAP) system vendors for the integration of Contractor's Image library with PSAP systems installed by County. Contractor shall provide training in the initial training sessions for these processes and telephone support to County for questions during installation. Contractor shall provide the necessary Software Licenses to allow the integration to function. For integrations, the PSAP system vendors will perform the integration of their system with the installed Contractor's Image library, while Contractor shall provide telephone support for the PSAP system vendors performing integration of their system with Contractor's installed Image library.

DELIVERABLE 1 – PROVIDED AND CONFIGURED SOFTWARE

Contractor shall provide and configure Software in accordance with Task 1 (Provide and Configure Software) with all Subtasks thereto.

TASK 2 – PROVIDE HOSTED SOLUTION

SUBTASK 2.1 – PROVIDE HOSTED SOLUTION

Contractor shall provide a hosted imagery access solution which will enable the creation of a number of Organizational entities, each with unlimited users, representing County Departments and Authorized Entities, as identified by County. This solution will meet the specifications described in Section 1.5.5 (Hosted Software) of this Exhibit B.1.

SUBTASK 2.2 – PROVIDE APPLICATION PROGRAMMING INTERFACE

Contractor shall provide to County an Application Programming Interface (API), including license, which will allow County and/or its agents to access Oblique Images hosted by Contractor through 3rd party applications. This solution will

meet the specifications described in Section 1.5.5 (Hosted Software) of this Exhibit B.1.

SUBTASK 2.3 – MAINTAIN GIS LAYERS FOR HOSTED SOLUTION

Contractor shall make GIS layers provided by the County and Participating Entities available in the hosted solution. This will allow LAR-IAC participants to view these GIS Layers on top of the Oblique Images hosted by Contractor. Contractor will provide a mechanism for LAR-IAC participants to upload and configure their own GIS layers.

DELIVERABLE 2 – PROVIDED HOSTED SOLUTION

Contractor shall successfully provide the hosted solution for Oblique Images in accordance with Task 2 (Provide Hosted Solution) with all Subtasks thereto.

TASK 3 – PROVIDE OBLIQUE IMAGES

Contractor shall provide the Licensed Images meeting the specifications described in Section 1.3 (Image Requirements) of this Exhibit B.1 below. Upon completion of Images, County will copy the Images from Contractor’s media to the County server on Primary Site (via a network connection). Contractor shall use the data transport method specified by County for providing and installing the Images.

DELIVERABLE 3 – FINAL ACCEPTANCE

Contractor shall successfully complete and provide Images in accordance with Task 3 (Provide Oblique Images).

TASK 4 – PROVIDE TECHNICAL SUPPORT, DOCUMENTATION AND TRAINING

SUBTASK 4.1 – PROVIDE TECHNICAL SUPPORT

Contractor shall provide up to twenty (20) hours of technical support to the support contacts for County and the Authorized Entities as identified by County. Technical support beyond the limit set forth in this Subtask 4.1 may be provided as Optional Services using Pool Dollars pursuant to Task 6 (Provide Optional Work).

SUBTASK 4.2 – PROVIDE TECHNICAL DOCUMENTATION

Contractor shall furnish to County the latest Documentation for latest versions of Licensed Software and shall update such Documentation during the term of the Agreement.

SUBTASK 4.3 – PROVIDE TRAINING

Contractor shall conduct, at a minimum:

- 1) Four (4) 4-hour “End-User” orientation sessions (maximum of 25 attendees per session) via on-line tools such as *GoToMeeting*.
- 2) One (1) 3-hour “Administrator” training to teach LAR-IAC IT and GIS support staff how to install, configure, and support Contractor’s desktop software and hosted solutions via on-line tools such as *GoToMeeting*.

- 3) Four (4) advanced technical training sessions (maximum of 15 attendees per session), using on-line tools such as *GoToMeeting*, that will last three (3) hours each.
- 4) Optionally, County may replace training sessions above with customized online training of the same duration.

DELIVERABLE 4 – TECHNICAL SUPPORT, DOCUMENTATION AND TRAINING

Contractor shall successfully provide technical support, Documentation and training in accordance with Task 4 (Provide Technical Support, Documentation and Training) with all Subtasks thereto.

TASK 5 – CORRECT IMAGE DEFICIENCIES

Contractor shall correct all Image Deficiencies identified by County within the Warranty Period, as further described in Paragraph 6.3.2 (Correction of Deficiencies) of the Base Agreement of Appendix A (Required Agreement).

DELIVERABLE 5 – FINAL ACCEPTANCE

Final Acceptance shall be reached when Contractor has successfully corrected all Image Deficiencies pursuant to Task 5 (Correct Image Deficiencies).

TASK 6 – PROVIDE OPTIONAL WORK

SUBTASK 6.1 – PROVIDE OPTIONAL PRODUCTS

If requested and approved by County, Contractor shall provide to County software, tools, images and other products related to the Licensed Products at rates and fees agreed to by the parties. The Optional Products shall be provided in accordance with Paragraph 5.2 (Optional Work) of the Base Agreement of Appendix A (Required Agreement).

SUBTASK 6.2 – PROVIDE OPTIONAL SERVICES

If requested and approved by County, Contractor shall provide to County on-site implementation support, additional training and other consulting services related to the Licensed Products, at County facilities or at Contractor's location, at rates and fees agreed to by the parties. The Optional Services shall be provided in accordance with Paragraph 5.2 (Optional Work) of the Base Agreement of Appendix A (Required Agreement).

DELIVERABLE 6 – OPTIONAL WORK

Contractor shall successfully provide Optional Work, including Optional Products and Optional Services, in accordance with Task 5 (Provide Optional Work).

1.3 IMAGE REQUIREMENTS

1.3.1 DESCRIPTION

1. Sufficient Sectors of Community 2-Way Images to cover 3309 square miles of the County as indicated in Section 7 (Reference Maps) of this Exhibit B.1. Each Sector will have 4 Oblique Images collected, 2 each from two opposing directions over that Sector where elevation conditions permit. Images shall be procured with a minimum camera pixel count to support 1-foot front-line resolution.

2. Sufficient Sectors of **Community 4-Way** Images to cover 139 square miles of the County as indicated on in Section 1.7 (Reference Maps) of this Exhibit B.1. Each Sector will have approximately 12 Oblique Images collected, 3 from each approximate cardinal direction over that Sector where elevation conditions permit. Images shall be procured with a minimum camera pixel count to support **1-foot** front-line resolution.
3. Sufficient Sectors of **Community 2-Way** Images to 967 square miles of the County as indicated in Section 1.7 (Reference Maps) of this Exhibit B.1. Each Sector will have 6 Oblique Images collected, 3 each from two opposing directions over that Sector where elevation conditions permit. Images shall be procured with a minimum camera pixel count to support **1-foot** front-line resolution.
4. Sufficient Sectors of **Neighborhood 4-Way** Images to the portion of the County as designated on in Section 1.7 (Reference Maps) of this Exhibit B.1. Variances in the number of Images per Sector might occur due to restricted airspace, elevation changes, temporary mechanical failure and environmental occurrences. Over the course of the project it is expected that the average number of Images will be approximately 100 Images per Sector and that all efforts will be made to meet/exceed this standard. Images shall be procured with a minimum camera pixel count to support **4-inch** front-line resolution.
5. Sufficient Sectors of **Neighborhood 8-Way** Images to cover the portion of the County as designated on in Section 1.7 (Reference Maps) of this Exhibit B.1. Variances in the number of Images per Sector might occur due to restricted airspace, elevation changes, temporary mechanical failure and environmental occurrences. Over the course of the project it is expected that the average number of Images will be approximately 200 Images per Sector and that all efforts will be made to meet/exceed this standard. Each of the eight views will vary in azimuth by approximately 45 degrees from its nearest neighbors. Images shall be procured with a minimum camera pixel count to support **4-inch** front-line resolution.
6. Contractor will deliver shapefiles representing the oblique footprint of each image trapezoid in California State Plane Coordinate System, Zone V, NAD 83, and U.S. Survey Feet.

1.3.2 IMAGE SPECIFICATIONS

1. DIGITAL SPECIFICATIONS

Images shall to be delivered with a compression ratio of approximately 6:1 and a per image size of approximately 5-7 MB for Oblique Images. Imagery specifications below are from earlier acquisitions and should be used as guidelines for image capture.

a. Community Oblique

Image sensor: 4,872 x 3,250 pixels

Footprint (Nominal):

Front Line: 4,754 feet / 1,447 meters

Back Line: 6,682 feet / 2,036 meters

Front to Back: 5,932 feet / 1,808 meters

Resolution (Nominal):

Front Line: 0.98 feet/pixel 0.30 meters/pixel

Back Line: 1.37 feet/pixel 0.42 meters/pixel

b. Neighborhood Oblique

Image sensor: 4,872 x 3,250 pixels

Footprint (Nominal):

Front Line: 1,600 feet / 488 meters

Back Line: 2,254 feet / 687 meters

Front to Back: 2,000 feet / 610 meters

Resolution (Nominal):

Front Line: 0.33 feet/pixel 0.10 meters/pixel

Back Line: 0.46 feet/pixel 0.14 meters/pixel

2. EXPORT

a. *Image Export:* JPEG

With associated geography file for import into GIS. The proprietary image format can be directly read into GIS packages that can import JPEG files or the file can be converted to any of the following image formats (TIFF or BMP).

b. *Geo-data Export:* Delineated text files or ESRI shapefiles

Geo-data may be exported as points, lines, poly-lines, or polygons to a delineated text file or ESRI shapefile for import into GIS.

1.4 ACCEPTANCE CRITERIA

1.4.1 TECHNICAL SPECIFICATIONS

Licensed Images shall be governed by the following technical specifications:

1. Shapefiles of image trapezoids and rectangles – Some quality control will be done on oblique image trapezoids to ensure coverage of entire County in four directions (for neighborhood shots) and two or four directions (for community shots). Provide image rectangles of ortho images captured for the entire County.
2. DEM data derived from LiDAR (and stereo compilation for National Forest areas) stored as part of Neighborhood and Community Oblique Imagery will be vertically and horizontally similar with DEM data transferred by County to Contractor. Quality Control will randomly select easily identifiable points in the ortho imagery and oblique imagery and compare the data with the original DEM.
3. County Quality Control will compare spatial consistency between shapefiles for parcels and Neighborhood Oblique Imagery. Only clearly identifiable parcel lines (such as fences, edges of roadways, etc.) will be compared with their equivalents on the imagery. The linear difference is expected to be within 2 to 5 meters as demonstrated in the three sample data sets. In cases of dispute between County and

Contractor, County will provide GPS data confirming that the vector data or related construction are the precise location (+/- 1 foot) as were transferred to Contractor. From 64 total Neighborhood Images, only 2% does not need to meet these specifications but only in the case where there is another overlapping Neighborhood Image, which could replace the “defective” Image, as further described in Section 1.4.3 (Image Quality) below.

4. Visual quality of all Oblique Imagery is expected to be the same or better quality than was presented for previous LAR-IAC projects and as further described in Sections 1.4.2 (Image Format), 1.4.3 (Image Quality) and 1.4.4 (Accuracy) below. Sample imagery from the first few days of flying may be gathered based on imagery collection capture and provided to the County for their review.

1.4.2 IMAGE FORMAT

Proprietary Image trailer tacked onto industry standard image format. Images may be exported to a number of formats. County DEM with up to 0.7 m spacing will be included in Image trailer. Contractor will work County to provide the most practicable postings (5m spacing may be used in National Forest areas). Testing will be done for tessellated ground plane based on provided DEM.

1.4.3 IMAGE QUALITY

Images will have clear views of the ground and will be free from obstruction by clouds; however, there may be occasional cloud and other shadows. In controlled airspace, around airports, etc., the image resolutions may vary. Quality of Images will be comparable to images from previous LAR-IAC projects.

1.4.4 ACCURACY

Neighborhood Oblique Images:

1. Relative Image Accuracy: Expected to be within approximately 5 meters or less over 1,000 meters. This standard assumes an accurate DEM.
2. Benchmark Accuracy: Expected to be in accordance with three (3) sample Sectors delivered by Contractor and reviewed in benchmark by County (proposed for February 2008). Observed accuracy of neighborhood oblique imagery to be within 2m from “GPS verified ground true location.” This standard assumes an accurate DEM.
3. Sensor Positional Accuracy: 30 cm absolute
4. Sensor Directional Accuracy: 0.01 degrees absolute

1.5 SUPPORTING SOFTWARE REQUIREMENTS

1.5.1 DESKTOP SOFTWARE

Contractor shall provide a sophisticated aerial imaging solution that allows end-users to have high-resolution images of neighborhoods, landmarks, roads, and complete municipalities at the click of a mouse.

Desktop Software shall have the following minimal capabilities:

1. Distance Tool – measure lengths, widths, and perimeters
2. Height Tool – determine the height of any feature

3. Location Tool – obtain geo-coordinates of items in the image
4. Area Tool – Measure acreage or square footage of any area
5. Elevation Tool – Access ground elevation
6. Bearing Tool – Determine directional (from True North) location
7. Select Tool – locate by client supplied data such a street address, tax account number or coordinates
8. Link Tool – link an unlimited amount of additional data/text per image
9. Text Annotation Tool – describe features within an image
10. Line Drawing Tool – draw straight or free-form lines to highlight a feature
11. Circle Drawing Tool – create circular boundaries/perimeters from specific locations
12. Navigate Tool – allows for easy navigation through your image warehouse by opening next adjacent image in approximate scale and same direction.
13. Search by Address Tool – ability to search from pre-defined queries of parcel address data.
14. Zoom – zoom in and out of all images
15. Search – search GIS data and address information and zoom to features that have been found.
16. GIS Data Overlay - display GIS shapefile format data on top of oblique imagery.
17. Export – export oblique imagery for use for display other other purposes.
18. Export to GIS - export orthogonal images with corresponding coordinate mapping files for use with GIS.

1.5.2 ARCGIS EXTENSION

Contractor shall supply Software extension to Environmental Systems Research Institute (ESRI®) ArcGIS Desktop that will enable users to access the oblique imagery with measurement tools inside of ESRI's latest ArcGIS desktop software (currently ArcMap version 10.x).

1.5.3 CHANGE ANALYSIS

Contractor shall supply Software that enables users to compare imagery of an area over time in a side-by-side configuration. As an example, a user could type in an address or search on a map and see images from 2014 side-by-side with imagery from 2008. The user can then easily view and detect changes to properties and land over time. This application can be used with Pictometry oblique and orthogonal imagery from 2003, 2006, 2008, and 2011 under perpetual license from Pictometry International, as well as with any existing geo-referenced orthogonal imagery that the user may have.

1.5.4 OTHER SOFTWARE

Other software could include SOAP or AJAX solutions or configuration tools as mutually agreed upon by Contractor and LA County.

1.5.5 HOSTED SOFTWARE

1. HOSTED ONLINE ACCESS

Contractor shall deliver a hosted online access solution that uses HTTP and standard internet technologies to provide web-based access to the contractor's as well as oblique aerial imagery previously acquired by the LAR-IAC and under perpetual license from Pictometry Corporation. Contractor will host and make the Oblique Images available to LAR-IAC participants through their **hosted online access** product. Contractor shall make best effort to ensure solution will be available 99.9% of the time. If County determines availability is not acceptable, Contractor shall allow termination of this subscription. The solution shall allow access to all prior LAR-IAC Oblique Images (2003, 2006, 2008, and 2011) under perpetual license from Pictometry.

The solution will include the following capabilities:

a. LAR-IAC Master Account

The LAR-IAC master account shall provide the ability to:

1. Create/delete/update sub-organizations within the LAR-IAC project.
2. Create/delete/update users both within its organization and within sub-organizations.
3. Upload and manage GIS layers that shall be stored within the contractor's computer systems, and displayed on the oblique imagery in the hosted solution.

b. Sub-Organization:

Each sub-organization will represent a LAR-IAC participating agency or its delegate, and enable the participant to establish user accounts that have common startup and data overlay requirements. An example would be an individual LAR-IAC Participating Entity. When a user from that city logs into the hosted solution, he/she will be presented with that entity's selected GIS layers and starting point. Each group will have an administrator who can work with Contractor to provide and select those layers, and add or remove named accounts from the group. County will work with Participating Entities to assign an administrator for each sub-organization. The administrator will work with Contractor to establish the GIS data layers and starting location for that group. Contractor will develop and provide a work flow to LAR-IAC participants to administer their GIS layers and workspace. The administrator will be able to update the data layers at any time during the period covering this Statement of Work.

c. Named Users:

Contractor's hosted solution will provide an unlimited number of individual named accounts, assigned to either the LAR-IAC master account or a Sub-Organization. Each of these accounts can save its session and then return in the future to continue working. Contractor will track the number of individuals logged in, and be able to limit the total number of concurrent users logged in. There will be a globally configured timeout for users that are not active..

d. Generic user:

Contractor's hosted solution will enable the creation of one or more generic users for each organization. The generic user login will allow multiple concurrent logins on that account. This login will show users GIS layers to be managed by each organization's administrator. The generic user account will not allow the saving of sessions/workspaces.

2. APPLICATION PROGRAMMING INTERFACE (API)

Contractor will develop capabilities that enable connectivity for an unlimited number of concurrent unnamed web-based users to APIs that will be used for embedding hosted functionality into other web-based systems (e.g. Latitude Geographics). The total number of "hits" will be tracked. A "hit" is defined as loading a single image, and doing all functions (panning, zooming, overlays) within that image. Contractor will create a different key for each 3rd party vendor or Web application and track usage for each key. Contractor will provide a monthly report detailing the total number of "hits" as well as the hits by API key. Contractor will provide documentation on the API to County, participants, and their vendors as required. The API will allow LAR-IAC participants to make the functionality available to the public without the measurement tools or workspaces. The API will allow 3rd party vendors to integrate GIS data layers onto the Oblique Images. At the end of the period covered under this Statement of Work, Contractor will provide a usage report detailing the number of hits for all LAR-IAC 3rd party vendors or Web application. This information will be used to true-up the estimated and final number of "hits." A difference of less than 20% between the agreed upon hits and the actual number will not trigger a cost adjustment, while a difference greater than 20% may cause applicable price to be adjusted in the next year, as agreed to in writing by County's Project Director and Contractor's Project Director, but not automatically.

Contractor shall provide all updates of its API software to the County during the term of the source contract.

1.5.6 OPERATING PLATFORMS

The Desktop software shall run on most Windows platforms such as Windows XP, Vista, Windows 7, 2003 or 2008 Server

1.6 COUNTY OBLIGATIONS

1.6.1 SYSTEM REQUIREMENTS

County will provide the following:

1. Contractor will ship storage media (storage appliance, server, single PC) for data to be transferred in-house to County systems. Contractor will avoid opening up County's PCs or servers, or attaching external hard drives to County's PCs or servers, with the exception of the use of Fire Wire or storage appliance, for which County must install an interface prior to Contractor delivering the data.
2. County will also make available on County server enough disk storage space to accommodate the Licensed Images and Licensed Software. This is estimated to be approximately 3.5 TB. County will also provide a 100 Mb/s network link to the server.

3. County shall also have installed and operational ArcGIS software meeting the specifications described in Section 1.5.2 (ArcGIS Extension) of this Exhibit B.1.

1.6.2 COUNTY RESPONSIBILITIES

1. County will make available the following countywide information to Contractor at the following URL: <http://egis3.lacounty.gov/dataportal/lariac/lar-iac4/rfp-data/>
 - a) LAR-IAC4 Project Areas (shapefile format)*
 - b) Detailed County/City Boundary (shapefile format)*
 - c) Oblique Aerial Digital Imagery 1 sq. mile sector grid (for orientation only – shapefile format)*
 - d) Digital Elevation Data based on LiDAR (Area 1) and stereo compilation (Area 2) from current or previous LAR-IAC Projects.

*These shapefiles will be provided to all Proposers as a necessary input to the preparation of their response to this RFP.

2. Digital Elevation Data provided by County for Contractor will be in ESRI raster format in California State Plane Coordinate System, Zone 5, NAD83, NAVD88.
3. All vector data sets provided by County for Contractor will be in ESRI shapefile format in California State Plane Coordinate System, Zone 5, NAD83, U.S. Survey Feet.
4. County shall be responsible for selecting Authorized Users who are qualified to operate the Licensed Software and are familiar with the information, calculations, and reports that serve as input and output of the Licensed Software.

1.7 REFERENCE MAPS

1.7.1 IMAGERY GRID AND CAPTURE TYPES

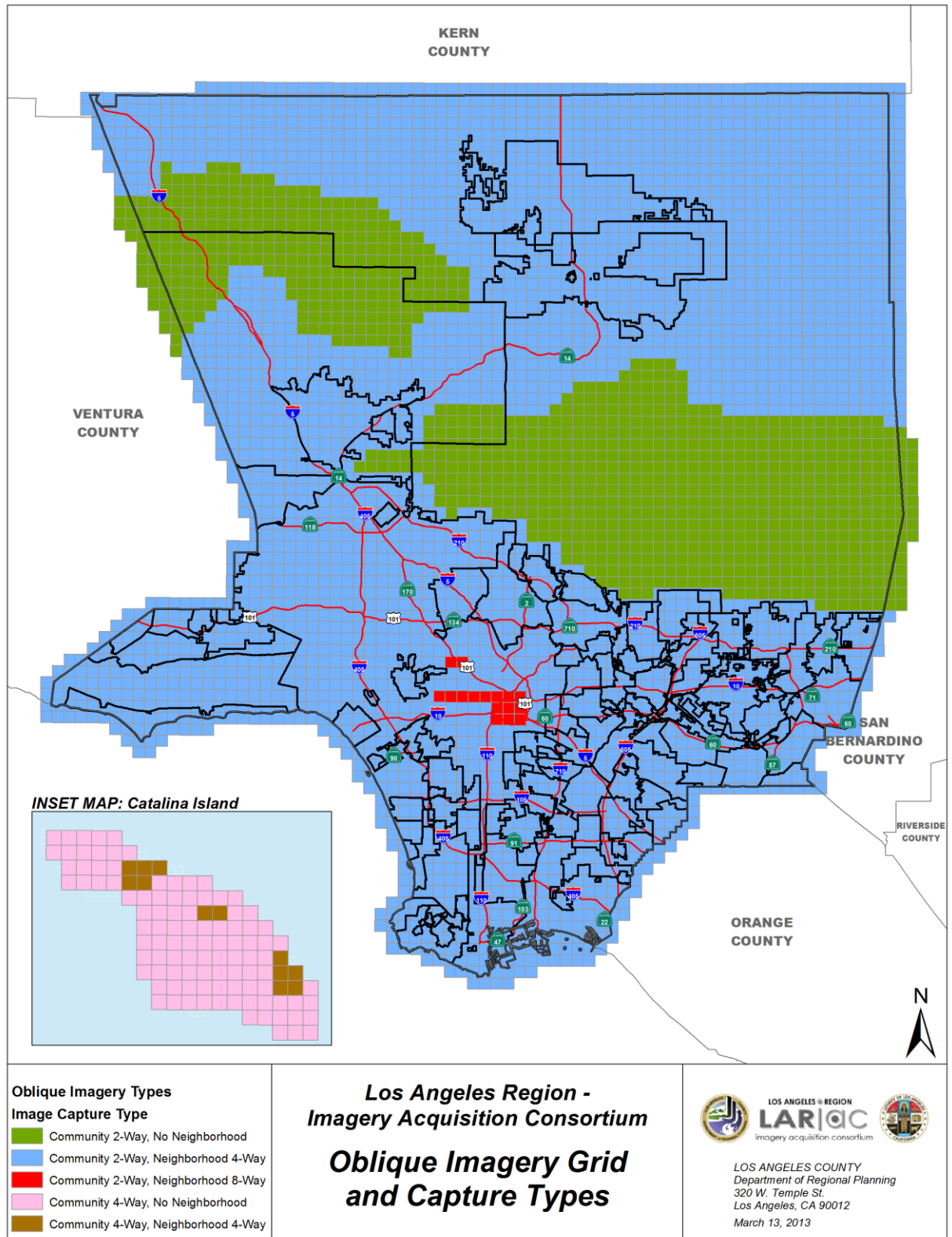


EXHIBIT B.2
STATEMENT OF WORK – ORTHOGONAL IMAGES
FOR
DIGITAL AERIAL DATA RFP

SECTION 1 – STATEMENT OF WORK

1.1 GENERAL

1.1.1 INTRODUCTION

Contractor shall deliver under this Statement of Work Orthogonal Images collected from January through March for each imagery acquisition cycle.

1.1.2 DEFINITIONS

In addition to the terms defined in the Base Agreement of Appendix A (Required Agreement) of the RFP, the following definitions shall apply throughout this Exhibit B.2 (Statement of Work – Orthogonal Images): No additional definitions.

1.2 TASKS AND DELIVERABLES

TASK 1 – DEVELOP PROJECT WORK PLAN

Contractor shall review and analyze the Image Requirements for the Orthogonal Images to be provided under this Agreement and develop a Project Work Plan, which shall be used to accomplish the following:

1. Guide project planning;
2. Document project planning assumptions and constraints;
3. Document project-planning decisions regarding alternatives chosen;
4. Facilitate communication between project stakeholders;
5. Define key management reviews as to content, extent and timing; and
6. Provide a baseline for progress measurement and project control.

DELIVERABLE 1 – PROJECT WORK PLAN

Contractor shall provide for County approval a Project Work Plan document in Word and Portable Document Format (PDF) developed in accordance with Task 1 (Develop Project Work Plan).

TASK 2 – PROVIDE GEODETIC CONTROL AND PRE-MARKING

If it is determined to be necessary by Contractor, Contractor shall be responsible for up to four hundred (400) additional ground control points, which Contractor deems necessary to perform the photogrammetric mapping. Contractor should utilize the surveying methodology that provides the most cost effective method of generating any control required to support the photogrammetric mapping. Any survey control generated for this project will be provided as a deliverable to County and shall comply at a minimum with the following requirements:

1. Ground control acquisition shall be overseen and approved by a California Licensed Surveyor, who shall affix a signature and seal to approve all ground control reports.
2. The survey shall utilize existing durable cadastral monuments, which can be referenced on a recorded document (tract map, parcels maps or record of survey) as control monuments wherever possible. Where no cadastral monument exists the Contractor will set a durable monument.

3. Horizontal accuracy shall be consistent with Second Order, Class I, i.e. ninety-five percent (95%) confidence interval of 2 cm base error and 20 parts per million linear errors.
4. Vertical accuracy shall be third order.
5. Survey shall be constrained to National Geodetic Survey (NGS) First Order control monuments, Epoch date 1995.0
6. All GPS surveys will follow procedures spelled out in NOAA Technical Memorandum NOS NGS-58 (Guidelines for establishing GPS-derived ellipsoid heights, 2 cm accuracy)
7. A monument record form shall be prepared for each point providing a description of the monument as well as its location.
8. Vertical datum shall be NAVD88. All vertical stations set will be tied directly to NGS monuments whose orthometric height was determined by differential leveling and adjusted by the NGS on, or after June 1995.
9. Units shall be U.S. Survey Feet.
10. All coordinates will conform to the California Coordinate System of 1983, Zone5. Longitude and latitude will be based on the North American Datum of 1983.

DELIVERABLE 2 – GEODETIC CONTROL AND PRE-MARKING

Contractor shall provide the following Deliverables in accordance with Task 2 (Provide Geodetic Control and Pre-Marking):

- 2.1 Approval of all Geodetic Control reports by signature and seal from a California Licensed Surveyor.
- 2.2 ArcGIS shapefiles with cadastral monuments as points (with geodetic data as attributes).
- 2.3 GPS observation data in RINEX format.
- 2.4 Record Forms for cadastral monuments.
- 2.5 ASCII comma-delimited file, Point Number, Northing, Easting, orthometric height, description
- 2.6 ASCII comma-delimited file, Point Number, longitude, latitude , ellipsoid height, orthometric height, description

TASK 3 – PERFORM AERIAL TRIANGULATION

Contractor shall perform aerial triangulation to support planimetric topographic mapping for deliverables required under this Agreement as well as the update of the Digital Terrain Model (DTM) data. Aerial triangulation shall comply with the following requirements:

1. Aerial Triangulation shall be overseen and approved by a California Licensed Surveyor, who shall affix a signature and seal to approve to final aerial triangulation solutions.
2. The aerial triangulation shall be performed using a bundle adjustment.

3. The RMS of control and tie points in the final block adjustment shall be in the order of 10 microns.
4. The RMS derived by comparison of survey check points not used in the block adjustment with aerial triangulation results shall not exceed 12 microns at digital photo scale

DELIVERABLE 3 – AERIAL TRIANGULATION

Contractor shall provide the following Deliverables in accordance with Task 3 (Perform Aerial Triangulation):

- 3.1 Approval of all Aerial Triangulation information by signature and seal from a California Licensed Surveyor.
- 3.2 Block adjustment printout showing all statistical data pertaining to the adjustment.
- 3.3 ASCII files containing coordinate values of aerial triangulation points.
- 3.4 PATB output containing model settings.

TASK 4 – PROVIDE DTM UPDATES – PROJECT AREA 1

Contractor shall produce Digital Terrain Model (DTM) updates for *Project Area 1* to support generation and rectification of ortho imagery in the event that an imagery acquisition cycle does not include a new LIDAR-based digital terrain data. The DTM updates shall be produced from stereo compilation and shall comply with the following requirements:

1. The DTM spacing shall be 5 foot or less.

DELIVERABLE 4 – DTM UPDATES – PROJECT AREA 1

Contractor shall provide the following Deliverables in accordance with Task 4 (Provide DTM Updates – Project Area 1):

- 4.1 Project documentation outlining procedures and data collected, and reports of accuracy evaluation.
- 4.2 Bare-earth DTM incorporating the terrain updates in ArcGIS grid format
- 4.3 FGDC compliant metadata.

TASK 5 (OPTION A) – GENERATE ORTHO IMAGERY (TRUE COLOR) – PROJECT AREA 1

Contractor shall generate Orthogonal Images with four inch pixel resolution for *Project Area 1* using Deliverables 1 (Project Work Plan), 2 (Geodetic Control and Pre-Marking) and 3 (Aerial Triangulation), which shall meet the following requirements:

1. Ortho imagery shall be true color (three bands – RGB);
2. Ortho imagery over large water bodies shall be color balanced to ensure uniform and visually consistent water;
3. Ortho imagery shall be color balanced and seamlessly mosaicked;
4. Ortho rectification process shall incorporate bridge elevation data;

5. Ortho imagery will be tiled to specific grid system (the same grid used for the LAR-IAC with slight modifications proposed by County); and
6. Ortho imagery files will be processed in NAD83, CA State Plane Coordinate System, Zone 5, US Survey Feet.

DELIVERABLE 5A – ORTHO IMAGERY (TRUE COLOR) – PROJECT AREA 1

Contractor shall provide the following Deliverables in accordance with Task 5A (Generate Ortho Imagery – Project Area 1):

5.A.1 The three-band ortho imagery shall be delivered in Geo-TIFF file format upon approval by County.

5.A.2 FGDC compliant metadata.

TASK 5 (OPTION B) – GENERATE ORTHO IMAGERY WITH NEAR INFRA-RED – PROJECT AREA 1

Contractor shall generate Orthogonal Images with four inch pixel resolution for *Project Area 1* using Deliverables 1 (Project Work Plan), 2 (Geodetic Control and Pre-Marking) and 3 (Aerial Triangulation), which shall meet the following requirements:

1. Ortho imagery shall be four bands, with the first three bands being true color (RGB) and the fourth band being Near Infrared (NIR);
2. Ortho imagery over large water bodies shall be color balanced to ensure uniform and visually consistent water;
3. Ortho imagery shall be color balanced and seamlessly mosaicked;
4. Ortho rectification process shall incorporate bridge elevation data;
5. Ortho imagery will be tiled to specific grid system (the same grid used for the LAR-IAC with slight modifications proposed by County); and
6. Ortho imagery files will be processed in NAD83, CA State Plane Coordinate System, Zone 5, US Survey Feet.

DELIVERABLE 5B – ORTHO IMAGERY WITH NEAR INFRA-RED – PROJECT AREA 1

Contractor shall provide the following Deliverables in accordance with Task 5A (Generate Ortho Imagery – Project Area 1):

5.B.1 The four-band ortho imagery shall be delivered in Geo-TIFF file format upon approval by County.

5.B.2 FGDC compliant metadata.

TASK 6 (OPTION A) – GENERATE ORTHO IMAGERY (TRUE COLOR) – PROJECT AREA 2

Contractor shall generate Orthogonal Images with one foot pixel resolution for *Project Area 2* using Deliverables 1 (Project Work Plan), 2 (Geodetic Control and Pre-Marking) and 3 (Aerial Triangulation), which shall meet the following requirements:

1. Ortho imagery shall be true color (three bands – RGB);

2. Ortho imagery over large water bodies shall be color balanced to ensure uniform and visually consistent water;
3. Ortho imagery shall be color balanced and seamlessly mosaicked;
4. Ortho rectification process shall incorporate bridge elevation data;
5. Ortho imagery will be tiled to specific grid system (the same grid used for the LAR-IAC with slight modifications proposed by County); and
6. Ortho imagery files will be processed in NAD83, CA State Plane Coordinate System, Zone 5, US Survey Feet.

DELIVERABLE 6A – ORTHO IMAGERY (TRUE COLOR) – PROJECT AREA 2

Contractor shall provide the following Deliverables in accordance with Task 6 (Generate Ortho Imagery – Project Area 2):

6.A.1 The three-band ortho imagery shall be delivered in Geo-TIFF file format upon approval by County.

6.A.2 FGDC compliant metadata.

TASK 6 (OPTION B) – GENERATE ORTHO IMAGERY WITH NEAR INFRA-RED – PROJECT AREA 2

Contractor shall generate Orthogonal Images with one foot pixel resolution for *Project Area 2* using Deliverables 1 (Project Work Plan), 2 (Geodetic Control and Pre-Marking) and 3 (Aerial Triangulation), which shall meet the following requirements:

1. Ortho imagery shall be four bands, with the first three bands being true color (RGB) and the fourth band being Near Infrared (NIR);
2. Ortho imagery over large water bodies shall be color balanced to ensure uniform and visually consistent water;
3. Ortho imagery shall be color balanced and seamlessly mosaicked;
4. Ortho rectification process shall incorporate bridge elevation data;
5. Ortho imagery will be tiled to specific grid system (the same grid used for the LAR-IAC with slight modifications proposed by County); and
6. Ortho imagery files will be processed in NAD83, CA State Plane Coordinate System, Zone 5, US Survey Feet.

DELIVERABLE 6B – ORTHO IMAGERY WITH NEAR INFRA-RED – PROJECT AREA 2

Contractor shall provide the following Deliverables in accordance with Task 6B (Generate Ortho Imagery with Near Infra-Red) – Project Area 2):

6.B.1 The three-band ortho imagery shall be delivered in Geo-TIFF file format upon approval by County.

6.B.2 FGDC compliant metadata.

TASK 7 – PROVIDE DTM UPDATES – PROJECT AREA 2

Contractor shall produce Digital Terrain Model (DTM) updates for *Project Area 2* to support generation and rectification of ortho imagery in the event that an

imagery acquisition cycle does not include a new LIDAR-based digital terrain data. The DTM updates shall be produced by using automatic stereo compilation and shall comply with the following requirements:

1. The DTM spacing shall be 5 meters or less.

DELIVERABLE 7 – DTM UPDATES – PROJECT AREA 2

Contractor shall provide the following Deliverables in accordance with Task 7 (Provide DTM Updates – Project Area 2):

- 7.1 Project documentation outlining procedures and data collected, and reports of accuracy evaluation.
- 7.2 Bare-earth DTM incorporating the last return data in ArcGIS raster format.
- 7.3 FGDC compliant metadata.

TASK 8 – CORRECT IMAGE DEFICIENCIES

Contractor shall correct all Image Deficiencies identified by County within the Warranty Period, as further described in Paragraph 6.3.2 (Correction of Deficiencies) of the Base Agreement of Appendix A (Required Agreement) to the RFP.

DELIVERABLE 8 – FINAL ACCEPTANCE

Final Acceptance shall be reached when Contractor has corrected all Image Deficiencies pursuant to Task 8 (Correct Image Deficiencies).

TASK 9 – PROVIDE OPTIONAL WORK

SUBTASK 9.1 – PROVIDE OPTIONAL PRODUCTS

If requested and approved by County, Contractor shall provide to County software, tools, images and other products related to the Licensed Products at the rates and fees set forth in Section 2 (Schedule of Deliverables and Payments) of the applicable Scope of Work. The Optional Products shall be provided in accordance with Paragraph 5.2 (Optional Work) of the Base Agreement of Appendix A (Required Agreement) to the RFP.

SUBTASK 9.2 – PROVIDE OPTIONAL SERVICES

If requested and approved by County, Contractor shall provide to County on-site implementation support, additional training and other consulting services related to the Licensed Products, at County facilities or at Contractor's location, at the rates and fees set forth in Section 2 (Schedule of Deliverables and Payments) of the applicable Scope of Work. The Optional Services shall be provided in accordance with Paragraph 5.2 (Optional Work) of the Base Agreement of Appendix A (Required Agreement) to the RFP.

DELIVERABLE 6 – OPTIONAL WORK

Contractor shall successfully provide Optional Work, including Optional Products and Optional Services, in accordance with Task 9 (Provide Optional Work).

1.3 IMAGE REQUIREMENTS

1.3.1 DATA REQUIREMENTS

Remote-sensed digital orthogonal aerial imagery will be collected to provide source data for creation of orthophotography, stereo models and updates to the digital terrain model.

1.3.2 AERIAL IMAGERY REQUIREMENTS

Due to the County's desire to have a very high resolution digital aerial orthophoto, all aerial imagery shall be collected to support a minimum 4" Ground Sample Distance (GSD) for urban areas and 1' GSD for national forest areas. Stereo pairs must be provided to County upon request and exhibit a 66% overlap at the time of exposure. For the urban project area, where tall structures more than 4 stories tall are present, forward overlap will be 80% and sidelap will be 60% to allow mitigation of building lean.

1.3.3 EQUIPMENT REQUIREMENTS

Prior to commencing flyovers, Contractor shall clearly identify the equipment (aircraft, digital sensor, etc.) to be used to collect imagery.

1.3.4 CONTROL ESTABLISHMENT

If it is determined to be necessary by Contractor, additional ground control points, augmenting the county's control points as needed (approximately 200 to 300) to meet the accuracy requirements of this proposal, will be collected by Contractor. All control used in the production of products for this effort shall conform to acceptable errors as set forth by the FGDC. If additional control points are generated as a result of this effort, Contractor will be required to provide these points as an attributed feature layer. The Project Work Plan shall contain a detailed explanation of control methodology and a listing of control data that will be provided under this effort (survey/AT reports, POS EO data, or other control data unique to the control method used). Collection of up to one hundred (100) additional ground control points may be considered Optional Work that may be provided by Contractor at the price and fees agreed to by the parties.

Contractor shall provide a detailed description of the process by which the accuracy standards will be met. This should include a description of how the existing control network might be used, additional control that might be required, source for control survey crews, etc. If fully analytical aero triangulation procedures are used then Contractor shall describe the process to include hardware and software. If direct georeferencing is proposed, Contractor shall fully describe the process and equipment used to eliminate conventional aero triangulation, and the corrective procedures to be employed in the event of equipment failure.

1.3.5 DIRECT DIGITAL AERIAL IMAGERY ACQUISITION

Contractor shall describe the overall methodology for direct digital aerial imagery collection to include flight scheduling/planning, flight plan, procedures for ensuring image quality, photo scale/GSD, etc.

1.3.6 COLLECTION CONDITIONS

All imagery shall conform to the American Society for Photogrammetry and Remotes Sensing (ASPRS) Draft Aerial Photography Standard (1995).

www.asprs.org/asprs/resources/standards/photography.htm with the exception of all requirements specific to film and/or shuttered cameras and the following:

Section 2.1.1 – For the Project, capture window requirements will be as follows:

DATE	START TIME	SOLAR ALTITUDE	END TIME	SOLAR ALTITUDE
January 1, 2014	10:00	26.64	14:00	25.95
January 15, 2014	09:45	25.97	14:15	26.60
February 1, 2014	09:30	26.85	14:30	28.70
February 15, 2014	09:30	30.34	14:45	30.29
March 1, 2014	09:00	29.70	15:00	31.55
March 15, 2014	09:00	34.18	15:15	32.21
DATE	START TIME	SOLAR ALTITUDE	END TIME	SOLAR ALTITUDE
January 1, 2017	10:00	26.65	14:00	25.99
January 15, 2017	09:45	26.00	14:15	26.66
February 1, 2017	09:30	26.91	14:30	28.77
February 15, 2017	09:30	30.42	14:45	30.36
March 1, 2017	09:00	29.78	15:00	31.61
March 15, 2017	09:00	34.27	15:15	32.26
DATE	START TIME	SOLAR ALTITUDE	END TIME	SOLAR ALTITUDE
January 1, 2020	10:00	26.63	14:00	25.89
January 15, 2020	09:45	25.92	14:15	26.51
February 1, 2020	09:30	26.75	14:30	28.59
February 15, 2020	09:30	30.22	14:45	30.16
March 1, 2020	09:00	29.87	15:00	31.68
March 15, 2020	09:00	34.36	15:15	32.32

Solar angles calculated using SunAngle tool available at: <http://susdesign.com/sunangle/> using a location definition of 34.00 N, 118.25 W, and elevation of 0; times given are clock time.

1.3.7 RE-FLIGHTS

If required, the Contractor will correct unacceptable digital aerial imagery at no additional cost to County. All re-flight coverage shall overlap the accepted photography by at least two stereo models.

1.3.8 PROTOTYPE (TEST) AREA

Contractor will provide County with sample imagery displaying the tonal balancing and color enhancements that will provide the best imagery to County. This sample data will be provided to the QA/QC vendor as well as to County. County will have an opportunity to review the samples, and will give written acceptance of the enhancements prior to the Contractor processing the remainder of the project.

1.3.9 METADATA

FGDC-compliant metadata will be provided for the deliverable orthophotography data sets. These metadata will be completed using standard industry metadata tools and output in standard file formats for viewing in all widely available viewing utilities.

1.3.10 ACCURACY STANDARDS

All orthogonal digital imagery should conform to the industry accuracy and quality standards established by the Federal Geographic Data Committee (FGDC) and the American Society for Photogrammetry and Remote Sensing (ASPRS), as specified below:

1. Standard FGDC-STD-007.3-1998, Geospatial Positioning Accuracy Standard Part 3: National Standard for Spatial Data Accuracy, <http://www.fgdc.gov/standards/documents/standards/accuracy/chapter3.pdf>
2. Orthographic imagery produced under this effort shall conform to FGDC-STD-008-1999 Content Standard for Digital Orthoimagery, http://www.fgdc.gov/standards/status/sub3_6.html.
 - a. Accuracy of 4” Orthogonal Images shall conform to the requirements of Class I as specified by ASPRS accuracy standards.
 - b. Accuracy of 1’ Orthogonal Images shall conform with requirements of Class 2 as specified by ASPRS accuracy standards.

1.4 ACCEPTANCE CRITERIA

** Contractor is responsible for providing GeoTIFF ortho tiles to County’s QA/QC vendor meeting the format and specifications below.

1.4.1 ACCEPTANCE CRITERIA A: COMPLETENESS AND AESTHETICS

	RESPONSIBLE COMPANY	TESTED CHARACTERISTIC	MEASURE OF ACCEPTABILITY
A		All Scales Orthoimagery	
A.1.	Contractor	Information will be delivered by contractor to County, who will load data onto County servers.	All files successfully copied to County servers, all files accessible, no files corrupted.
A.2.	Contractor	File organization	Files written in tile sheet order
A.3.	Contractor	File name	Conforms to required convention- based on CA SPCS Zone 5 L4_xxxx_yyya (a-d) for 4 inch and L4_xxxx_yyyy for 1 foot orthos
A.4.	Contractor	GeoTIFF format	File reads in ESRI (see sample of GeoTIFF header)
A.5.	Contractor	Files must open in correct location	Files must open with ESRI software
A.6.	Contractor	Pixel definition	GeoTIFF file must reference to the center of the pixel located in the upper left hand corner of the tile as the point of origin

	RESPONSIBLE COMPANY	TESTED CHARACTERISTIC	MEASURE OF ACCEPTABILITY
A		All Scales Orthoimagery	
A.7.	Contractor	Georeferencing	For correct pixel size 0.33 ft (4 inch) and 1 ft.
A.8.	Contractor	Vertical Datum	NAVD88
A.9.	Contractor	Projection	NAD 1983 State Plane – California Zone V
A.10.	Contractor	Horizontal Datum	NAD 83 reference datum
A.11.	Contractor	Units	U.S. Survey Feet
A.12.	Contractor	24 bit natural color	256 levels of value for each band, 0=black, 255=white
A.13	Contractor	Conformance with tile index grid	Tile matches grid, no gaps between tiles at 1:1 view.
A.14.	Contractor	Coverage	Full tiles; no data holidays. As indicated in County Data and Reference Maps. The basic rule is at least 500’ buffer around County boundary (no partial tiles, no seams and no overlaps). Flying and image capture teams should be aware of this.
A.15.	Contractor	Tile grid layout	Full tiles only with no gaps or seams between 4 inch and 1 ft. areas. Flying and image capture teams should be aware of this.
A.16.	Contractor	Metadata	Complies with standard (to be determined by County; to match LAR-IAC metadata). Meets minimum FGDC Content Standard.
A.17.	Contractor	Mosaic lines	Minimize mosaic lines through buildings. No mosaic lines through above-ground transportation structures carrying automobiles or trains unless unavoidable, as well as foot bridges crossing 2-lane roads or larger. Mosaic lines may pass through power transmission towers, cars, trucks and railroad cars.
A.18.	Contractor	Building lean within Downtown areas (polygons provided by County)	The maximum displacement of a 10 story building at the edge of a model will be 16 feet (approximately 1.6 feet per story)
A.19.	Contractor	Bridges (polylines provided by LA County)	For accuracy of multi-layered bridge decks identified by County, 3D breaklines are required to ensure continuity of deck surfaces. County will provide bridge locations countywide in shapefile format (polyline layer)
A.20.	Contractor	“Governor’s Test”	Imagery should not cause alarm by giving false impression that a bridge is sagging or

	RESPONSIBLE COMPANY	TESTED CHARACTERISTIC	MEASURE OF ACCEPTABILITY
A		All Scales Orthoimagery	
			that there are serious hazards to public safety.
A.21.	Contractor	Shadows	TBD
A.22.	N/A	Leaf-off	N/A
A.23	Contractor	Urban Canyon (polygons provided by County)	Specified “Downtown Areas” have been indicated via shapefile and sent to Contractor and external QAQC provider. Special care will be made in these areas to reduce building lean and shadows. Flying patterns may need to be adjusted for this including restricting capture times to optimal sun angles.

1.4.2 ACCEPTANCE CRITERIA B: 1-FOOT GSD

B	1-foot GSD, equivalent to 1”=200’-scale (1:2400)	
B.1.	Ground Resolution	1 foot
B.2.	Tile size	5280’ x 5280’
B.3.	Mismatch of features along mosaic lines and production block boundaries of equal scale	Equal to or less than 3 pixels on well defined ground features (roads, sidewalks, curbs).

1.4.3 ACCEPTANCE CRITERIA C: 4-INCH GSD

C	4 inch GSD, equivalent to 1”=100’-scale (1:1200)	
C.1.	Ground Resolution	0.33 U.S. survey foot (2 decimals)
C.2.	Tile size	2640’ x 2640’ (8000 pixels x 8000 pixels)
C.3.	RMSE of known ground points measured on the image <i>See ASPRS Class I Standards Page 8, Table 16, and NSSDA Part 3, Appendices 3-A and 3-D for explanation of formulas.</i>	RMSE _x = RMSE _y = 1.0-ft RMSE _r = 1.4142*RMSE _x = 1.4142*RMSE _y = 1.41-ft
C.4.	NSSDA radial accuracy	NSSDA accuracy (20+ points) such that 1.73 * RMSE _r < 2.5’
C.5.	Mismatch of features along mosaic lines between pixel resolution blocks of equal scale	Equal to or less than 4 pixels on well defined ground features (roads, sidewalks, curbs).

C	4 inch GSD, equivalent to 1"=100'-scale (1:1200)	
C.6.	Mismatch of features between 1-foot and 4-inch images	Equal to or less than the combination of the B.3. and C.5. criteria (4.3') on well defined ground features (roads, sidewalks, curbs).

1.4.4 ACCEPTANCE CRITERIA D: AEROTRIANGULATION – CONTRACTOR RESPONSIBILITY

D	Tested Characteristic	Measure of Acceptability
D.1.	Report Format	Conforms to required convention
D.2.	Report Completeness	All information complete and readable; reviewed and signed by a CP.
D.3.	PATB format ASCII AT files	Camera data, photo coordinates (PATB), adjusted control (ptXYZ), Orientations (ORI), and AT log files (aat.log)
D.4.	1"=100' map scale AT Horizontal accuracy against ground control	For 100' AT blocks, RMSE _x and RMSE _y values are acceptable up to 0.35'. RMSE _r is acceptable up to 0.5'. Higher RMSE values are subject to review.
D.5.	1"=200' map scale AT Horizontal accuracy against ground control	For 200' AT blocks, RMSE _x and RMSE _y values are acceptable up to 0.6'. RMSE _r is acceptable up to 0.84'. Higher RMSE values are subject to review.
D.6.	RMSE of control and tie points.	<10 micron in x and y. Higher RMSE values are subject to review.
D.7.	RMSE of survey check points	Not to exceed 12 micron in x and y.
D.8.	NSSDA analysis [E, N] of 20+ QA points	95% within 1.73 * RMSE for corresponding scale
D.9.	Approval	CA Licensed Surveyor Signature and Seal

1.4.5 ACCEPTANCE CRITERIA E: GROUND CONTROL ACCEPTANCE – COUNTY AND CONTRACTOR RESPONSIBILITY

E	Tested Characteristic	Measure of Acceptability
E.1.	Report Format	Conforms to required convention
E.2.	Report Completeness	All information complete and readable
E.3.	Approval	CA Licensed Surveyor Signature and Seal
E.4.	Monument Record Form	Sufficient information to revisit point, description and picture
E.5.	Network	Meet NGS specifications for Order and Class
E.6.	Geodetic Survey: Horizontal Accuracy	Second Order Class 1 tied to NGS monuments.
E.7.	Geodetic Survey: Vertical Accuracy	Third Order.

E	Tested Characteristic	Measure of Acceptability
E.8.	Coordinate System	California Coordinate System of 1983, Zone 5,
E.9	Epoch	Epoch date: 2004.0

1.4.6 ACCEPTANCE CRITERIA F: DIGITAL TERRAIN MODEL QA (SUITABLE ONLY FOR ORTHORECTIFICATION) – CONTRACTOR RESPONSIBILITY

F	Tested Characteristic All Scales	Measure of Acceptability
F.1.	Information will be delivered by contractor to County, who will load data onto County servers.	All files successfully copied to County servers, all files accessible, no files corrupted.
F.2.	File organization	Files written one per ortho tile provided. Only updated tiles are provided.
F.3.	File name	Conforms to required convention
F.4.	Format	Arc generate .lin and pnt files
F.5.	Format	Microstation .dgn Version V8.
F.6.	Georeferencing	Locates in proper tile grid cell
F.7.	Mass point locations	Mass points updated as needed to accurately build terrain to support orthophotos;
F.8.	Breakline locations	Breaklines updated as needed to control bridges, edge of pavement, hydrographic features, ridgelines, retaining walls as needed for orthorectification, none in open water.
F.9.	Continuity	No spikes, holes or blunders; no gaps of sufficient size to affect orthorectification, regardless of perspective center.
F.10.	Breakline Format	Arc generated .lin and pnt files

1.4.7 ACCEPTANCE CRITERIA G: HORIZONTAL AQ/QC POINT

G	Tested Characteristic All Scales	Measure of Acceptability
G.1.	Visibility on digital imagery	QA/QC checkpoints must be clearly photo-identifiable on images at map scales evaluated (4-inch)
G.2.	Well defined	Points must be clearly visible and not elevated (no fence posts, fire hydrants, etc.) that cast shadows
G.3.	Documentation	Each point is documented to describe the photo-identifiable feature surveyed
G.4.	Terrestrial images	Each point is photographed from the ground to help in photo-identification
G.5.	Survey accuracy and description of survey procedure used	Accuracy estimate, to include description of survey procedures used to achieve such accuracy

1.5 SOFTWARE REQUIREMENTS

1.5.1 SOFTWARE

Orthophotography from the project can be viewed using any software that can read and display the TIFF file formats. The TIFF v6 format is widely used and software that supports this file format can generally be grouped into two categories; image viewers and GIS software.

1.5.2 RASTER IMAGE VIEWING SOFTWARE

Image viewing software will display raster images like the project deliverables. The images can generally only be viewed one tile at a time. With viewer software images do not have any geo-referencing. Therefore, any measurements made on the photo are reported in photo units rather than in ground units.

“Imaging for Windows” by Kodak which comes by default with the Windows2000 operating system is an example of image viewing software. Additional information on TIFF viewers can be found at http://hazmat.dot.fov/ntsb/ntsb_viewer_help.htm.

1.6 COUNTY OBLIGATIONS

1.6.1 SYSTEM REQUIREMENTS

County's system for use of the orthogonal imagery in GEOTIFF or various other formats (MrSID, ECW, etc.) will have sufficient capabilities and capacity to view and manage digital images.

1.6.2 COUNTY RESPONSIBILITIES

1. County will make available the following countywide information to Contractor at the following URL: <http://egis3.lacounty.gov/dataportal/lariac/lar-iac4/rfp-data/>
 - a) LAR-IAC Project Area Boundaries (shapefile format)*
 - b) Detailed County/City Boundaries (for orientation only - shapefile format)*
 - c) Grid for project tiles (shapefile format)*
 - d) Oblique Aerial Digital Imagery 1 sq. mile sector grid (for orientation only – shapefile format)*
 - e) Boundary of Urban Canyons “Downtown Areas” high-rise areas (shapefile format)*
 - f) Parcel vector database (for orientation only – shapefile format)
 - g) Existing control cadastral monuments (shapefile format)
 - h) Existing LAR-IAC deliverables in various formats as mutually agreed upon (ie. DTM and/or DSM, first generation 4” ortho imagery)
 - i) Proposed Delivery Areas (shapefile format)
 - j) Proposed Mosaic Tile Areas (shapefile format)
 - k) Boundary of locations that could potentially have large changes in elevation (ie. Significant grading) that would affect ortho imagery rectification
 - l) Other relevant GIS layers mutually determined by the Contractor and County.

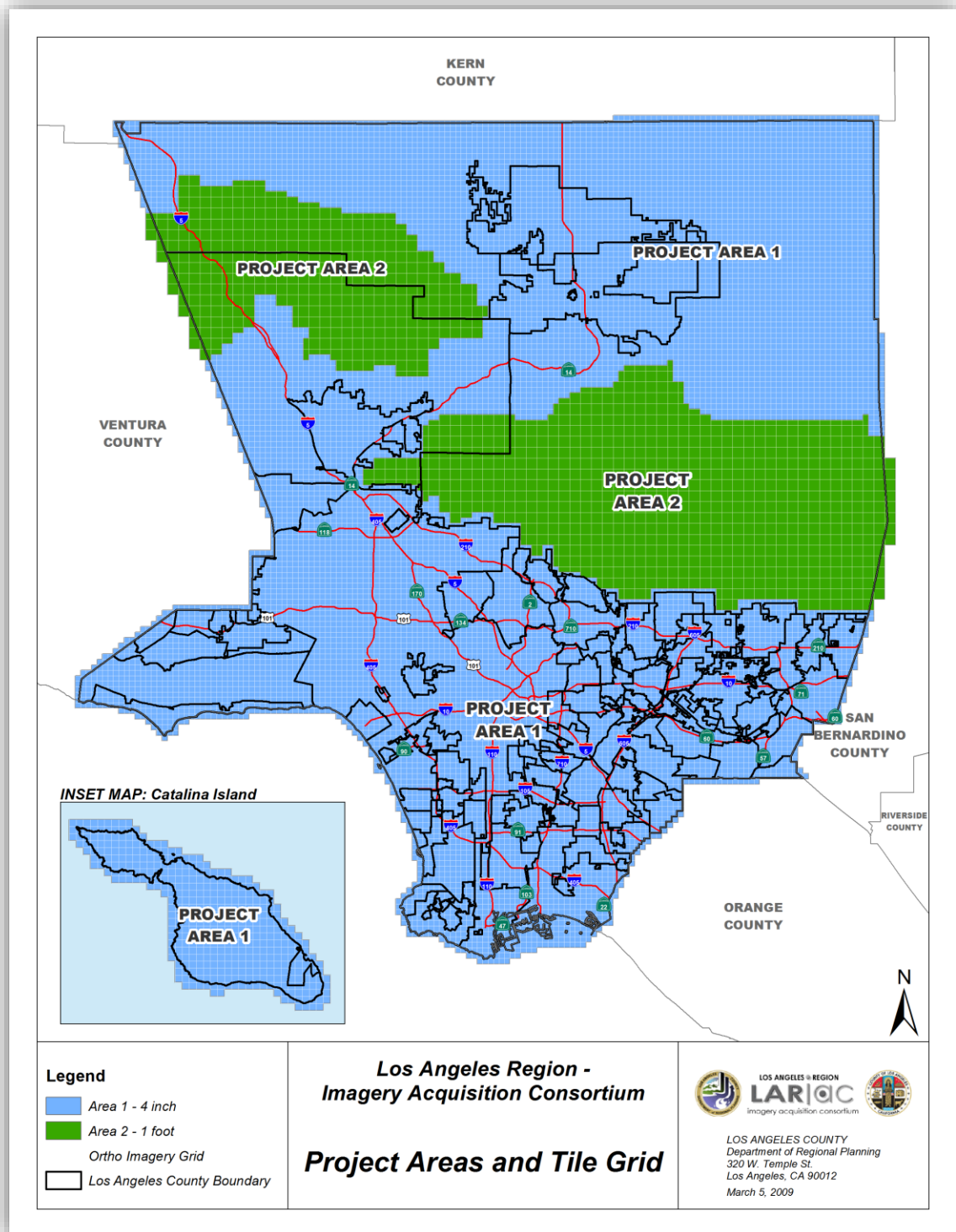
APPENDIX B – STATEMENT OF WORK

*These shapefiles will be provided to all Proposers as a necessary input to the preparation of their response to this RFP.

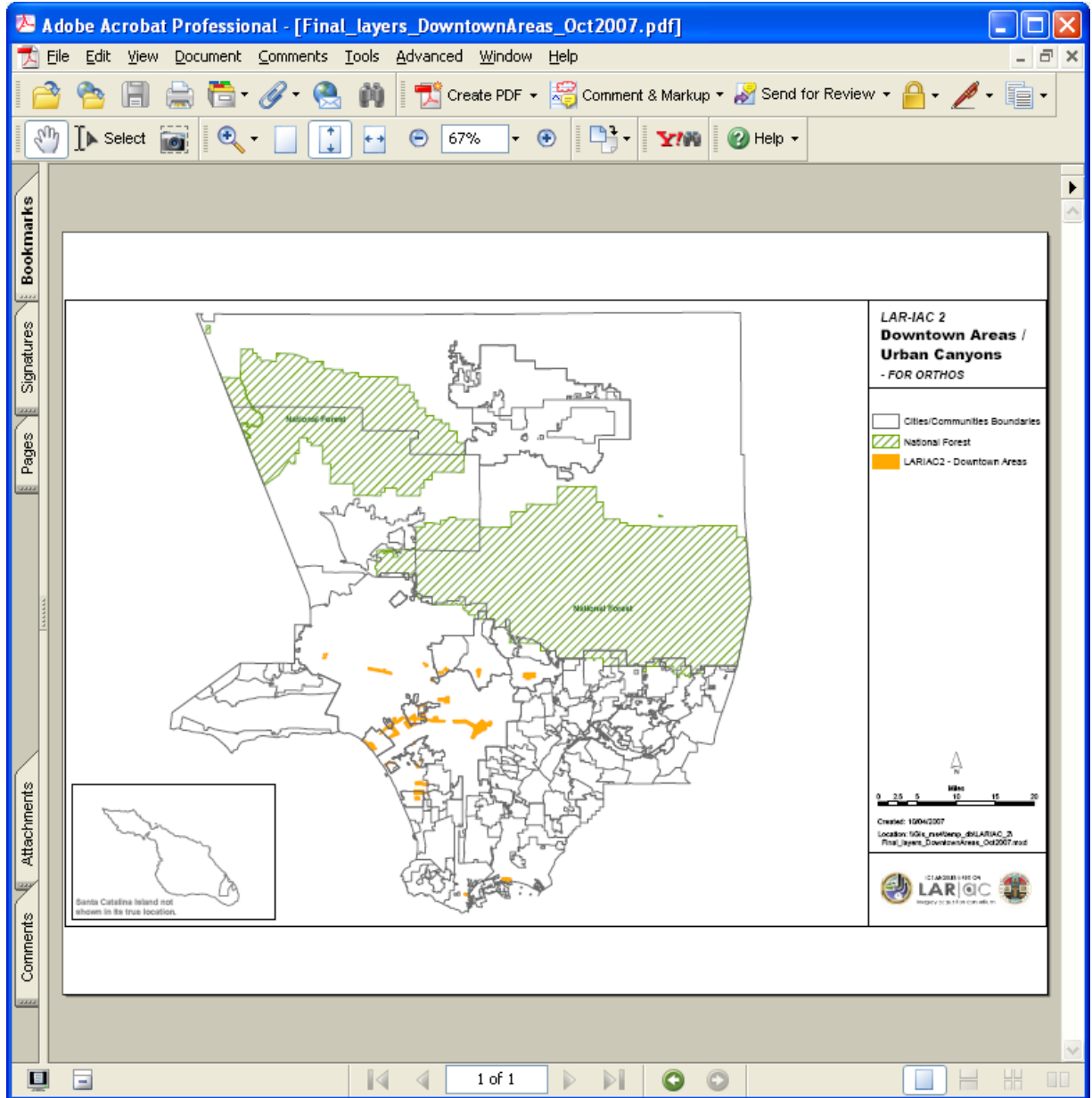
2. Digital Elevation Data (from LiDAR and stereo compilation) provided by County for Contractor will be in ESRI raster format in California State Plane Coordinate System, Zone 5, NAD83, NAVD88.
3. All vector data sets provided by County for Contractor will be in ESRI shapefile format in California State Plane Coordinate System, Zone 5, NAD83, U.S. Survey Feet.
4. County will be responsible for:
 - a) Assignment of all point numbers;
 - b) Provision of blank monument record forms;
 - c) Providing the County Survey Monuments digital files.

1.7 REFERENCE MAPS

1.7.1 PROJECT AREAS AND TILE GRID



1.7.2 URBAN CANYON (DOWNTOWN AREAS)



1.7.3 DELIVERY AREAS

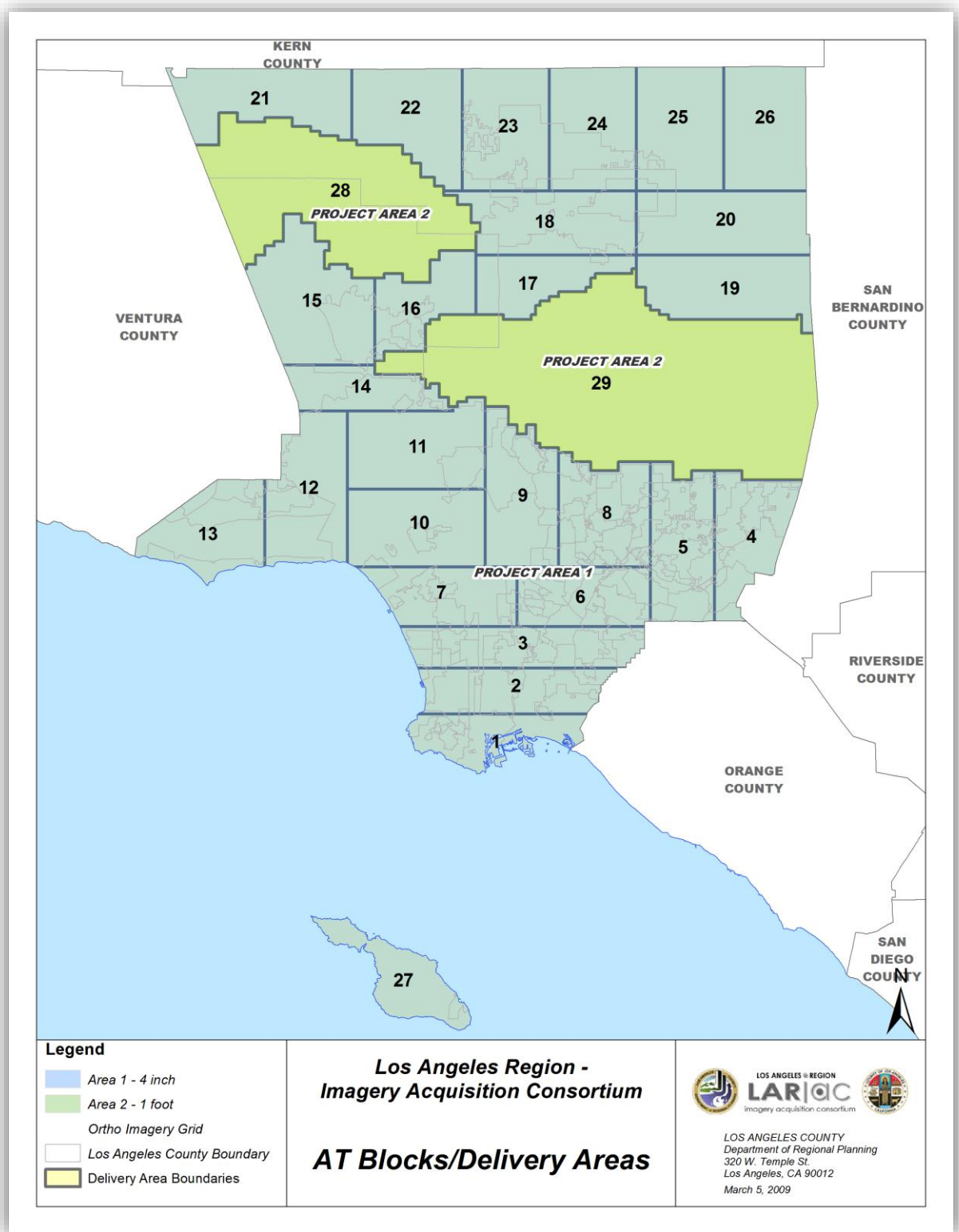


EXHIBIT B.3

**STATEMENT OF WORK – BUILDING REPRESENTATIONS
FOR
DIGITAL AERIAL DATA RFP**

SECTION 1 – STATEMENT OF WORK

1.1 GENERAL

1.1.1 INTRODUCTION

Contractor shall deliver under this Statement of Work Building Representations collected from stereo imagery. The planimetric features (building representations) shall be topologically correct and meet the American Society for Photogrammetry and Remote Sensing (ASPRS) accuracy standards for large scale class 1 maps for 1" = 100' (and 1" = 200' for some areas) mapping in order to be incorporated into existing participants' GIS systems.

1.1.2 DEFINITIONS

In addition to the terms defined in the Base Agreement of Appendix A (Required Agreement) to the RFP, the following definitions shall apply throughout this Exhibit B.3 (Statement of Work – Building Representations):

1. Planimetric Features

The term "Planimetric Feature(s)" shall mean representations of structures and other geographic features extracted from aerial photography. Examples of Planimetric Features include building representations, paved surfaces, curb lines, fences, manholes, signals, runways, dams, culverts, etc.

2. Building Representation

The term "Building Representation" shall mean Planimetric Feature representing the representation of an erect building (not under construction or ruin) that serves a primary business, government, or residential function.

1.2 TASKS AND DELIVERABLES

TASK 1 – DEVELOP PROJECT WORK PLAN

Contractor shall review and analyze the Data Requirements for the Building Representations to be provided under this Agreement and develop a Project Work Plan, which shall be used to accomplish the following:

1. Guide project planning;
2. Document project planning assumptions and constraints;
3. Document project-planning decisions regarding alternatives chosen;
4. Facilitate communication between project stakeholders;
5. Define key management reviews as to content, extent and timing;
6. Provide a baseline for progress measurement and project control; and
7. Provide a cost per representation for that will be used to develop project cost based upon building size and number of buildings, which will be entered into Section 2 (Schedule of Deliverables and Payments) of the Scope of Work.

DELIVERABLE 1 – PROJECT WORK PLAN

Contractor shall provide for County approval a Project Work Plan document in Word and Portable Document Format (PDF) developed in accordance with Task 1 (Develop Project Work Plan).

TASK 2 – UPDATE BUILDING REPRESENTATIONS

Contractor should utilize stereo imagery to update the existing building representations. This method will allow for data extraction without radial displacement and delineation of features obstructed by building lean. Existing LAR-IAC building representations will be provided for building edits/updates. Contractor shall provide deliverables that enable LARIAC to identify buildings that have been demolished, modified, replaced, or added since last capture/creation.

1. Horizontal accuracy shall be consistent with Second Order, Class I, i.e. ninety-five percent (95%) confidence interval of 2 cm base error and 20 parts per million linear errors.
2. Data creation shall be constrained to American Society for Photogrammetry and Remote Sensing (ASPRS) accuracy standards for large scale class 1 maps for 1" = 100'.
3. Vertical datum shall be NAVD88. All vertical stations set will be tied directly to NGS monuments whose orthometric height was determined by differential leveling and adjusted by the NGS on, or after June 1995.
4. Units shall be U.S. Survey Feet.
5. All features will conform to the California Coordinate System of 1983, Zone 5. Longitude and latitude will be based on the North American Datum of 1983.
6. Each enclosed building representation polygon shall contain two "z" (elevation) attribute representing the highest point on the building (building height above ground and mean sea level), excluding flagpoles, chimneys, and other features smaller than 4 square feet.
7. Original building IDs shall be maintained with new building IDs generated for updated/new buildings. A separate data set for demolished/removed building representations will also be created.

DELIVERABLE 2 – FINAL ACCEPTANCE

Contractor shall provide the following Deliverables in accordance with Task 2 (Update Building Representations):

- 2.1** ArcGIS shapefile with building representations as of imagery capture date represented as closed polygons (with height and elevation or "z" values as attributes for each feature), including attributes identifying source of change (modification, new construction, replacement) and links to prior building IDs. When factors such as shadows or occlusions exist building shapes can be "interpreted" but should be attributed as such.
- 2.2** ArcGIS shapefile of all buildings that have been updated, to support change analysis and detection, including attributes identifying source of change

(demolition, modification, new construction, replacement) and links to current building IDs.

2.3 FGDC Compliant metadata.

TASK 3 – PROVIDE OPTIONAL WORK

Optional work, including any Optional Products and Optional Services, shall be provided by Contractor in accordance with Paragraph 5.2 (Optional Work) and Paragraph 4 (Change Notices and Amendments) of the Base Agreement of Appendix A (Required Agreement) to the RFP.

Optional work shall be limited to additional work related to building representations and/or Planimetric Features.

Examples of Optional Work:

1. **Level of Detail:** Participants may request enhanced levels of detail as provided by Contractor, including enhanced three-dimensional modeling, addition of textures and applied imagery, etc as supported by Contractor.
2. **Building Size:** Participants may request the capture of building representations for buildings smaller than the original scope of work (400 sq. ft.).
3. **Attribute Information:** Participants may request the capture and addition of address information to their building representations. This may include the addition of the primary, secondary, and fractional addresses, construction types, or use types.
4. **Non-Permanent Features:** Participants may seek to capture non-permanent features such as mobile homes, boats, Recreational Vehicles, or other features not specified in the original scope of work.
5. **Other Items:** Participants may seek to capture other items not specified in the original scope of work and not currently envisioned.

DELIVERABLE 6 – OPTIONAL WORK

Contractor shall successfully provide Optional Work deliverables in accordance with Task 3 (Provide Optional Work).

1.3 SPECIFICATIONS

1.3.1 DATA REQUIREMENTS

Remote-sensed digital orthogonal aerial imagery will be collected to provide source data for creation of building representations. Existing LAR-IAC building representations will be provided for building updates (demolition, modification, new construction, replacement).

1.3.2 EQUIPMENT REQUIREMENTS

Due Prior to commencing processing, Contractor shall clearly identify the equipment (stereo software, hardware, etc.) to be used to process building representations.

1.3.3 DIRECT DIGITAL AERIAL IMAGERY ACQUISITION

Contractor shall describe the overall methodology for building representations collection and processing and procedures for ensuring accuracy standards of data are met.

1.3.4 PROTOTYPE (TEST) AREAS

Contractor will provide County with sample building representations displaying the same processing standards as will be done for the project. This sample data will be provided to the QA/QC vendor as well as to County. County will have an opportunity to review the samples, and will give written acceptance of the enhancements prior to the Contractor processing the remainder of the project.

1.3.5 METADATA

FGDC-compliant metadata will be provided for the deliverables (building representations). These metadata will be completed using standard industry metadata tools and output in standard file formats for viewing in all widely available viewing utilities.

1.3.6 ACCURACY STANDARDS

All building representations should conform to the industry accuracy and quality standards established by the American Society for Photogrammetry and Remote Sensing (ASPRS) for Large Scale Mapping Class 1 Maps for 1" = 100' mapping.

1.4 ACCEPTANCE CRITERIA

Contractor (and subcontractor) acknowledges that all finished products and final deliverables will be subject to systematic QA/QC, which will be done by an independent firm, whose services will be solicited by County in conjunction with this contract.

For this purpose, the County and participating cities will do additional random QA/QC to assure that all received building representations are in compliance with specified technical specifications and standards.

The Acceptance Criteria Table with "Tested Characteristics" and "Measure of Acceptability" will be finalized by Contractor and County's QA/QC vendor during the first weeks of the project. Contractor will provide in its subcontractor's Project Work Plan (which is Contractor's first project deliverable) and County's QA/QC vendor will provide in its Quality Plan document.

1.4.1 ACCEPTANCE CRITERIA: COMPLETENESS AND AESTHETICS – BUILDING REPRESENTATIONS

** Contractor is responsible for delivering building representations to County's QA/QC vendor meeting the format and specifications below. QA/QC vendor will assure final delivery to County is in the correct format.

	RESPONSIBLE COMPANY	TESTED CHARACTERISTIC	MEASURE OF ACCEPTABILITY
A		Building Representations	
A.1.	Contractor to QA/QC vendor; QA/QC	Media: USB External hard drives	Media is readable, all files accessible, no files corrupted

	RESPONSIBLE COMPANY	TESTED CHARACTERISTIC	MEASURE OF ACCEPTABILITY
A		Building Representations	
	vendor to LAR-IAC		
A.2.	QA/QC vendor	Media label	As specified by County
A.3.	Contractor	File name	Buildings
A.4.	Contractor	File format	ESRI shapefile
A.5.	Contractor	Files must open in correct location	Files must open with ESRI software
A.6.	Contractor	Vertical Datum	NAVD88
A.7.	Contractor	Projection	NAD 1983 State Plane – California Zone V
A.8.	Contractor	Horizontal Datum	NAD 83 reference datum
A.9.	Contractor	Units	U.S. Survey Feet
A.10.	Contractor	Spatial accuracy standards	ASPRS Accuracy Standards for Large Scale Maps Class 1 Maps 1" = 100' and 1"= 200' (national forest areas)
A.11.	Contractor	Feature	Features captured will represent building representations for permanent structures that meet the minimum size requirements. This excludes RV parks.
A.12.	Contractor	Feature Types	<p>Primary building - Polygon enclosing all erect buildings (not under construction or ruin) that serve primary business and residential functions (i.e., houses, apartments, commercial facilities). Includes attached covered porches, permanent overhangs, carport roofs, covered sidewalks, etc. as part of the building. Do not show common rooflines (e.g., between town homes, or interior sections/firewalls in commercial buildings).</p> <p>Courtyard or Atrium - Polygon created inside a primary building that is fully encompassing of an open area.</p> <p>Secondary building – Polygon enclosing all erect buildings (not under construction or ruin) that serve as secondary or minor buildings (garage/outbuilding). Includes the following:</p> <p>Smokestack - A closed circle enclosing the base of a large cylindrical smokestack.</p> <p>Silo/Bin - Polygon enclosing a large cylindrical receptacle for farm product storage.</p>

	RESPONSIBLE COMPANY	TESTED CHARACTERISTIC	MEASURE OF ACCEPTABILITY
A		Building Representations	
			<p>Tank - Polygon enclosing commercial storage tank features (Oil, chemical and propane). Do not capture small private / residential propane tanks.</p> <p>Water tower - Polygon enclosing water tower.</p> <p>Do not capture temporary structures such as construction trailers or tool storage sheds.</p>
A.13.	Contractor	Vector data	Features should be closed polygons that are snapped and joined to create continuous segments without overruns and gaps.
A.14.	Contractor	Buildings/townhouses and parcels	Features will be cut by parcel lines (downtown core buildings only) unless extending 1' or less into the next parcel. In this case, it should be snapped to the parcel. Townhouses and contiguous buildings crossing parcel lines will not be cut.
A.15.	Contractor	Buildings connected by corridors, covers, and walkways	Each building portion shall be created or digitized as a separate polygon (when possible).
A.16.	Contractor	Building generalization	Building shapes can be "interpreted" (and attributed as such) when factors such as shadows or occlusions exist.
A.17.	Contractor	Vertical or "Z" values and building IDs	Z-values for height above ground and mean sea level will be gathered from the highest point of the roof (rounded to the nearest 1/10 th of a foot). This excludes non-structural features such as chimneys, air conditioning units, antennas, and flag poles. Original building IDs will be maintained with new IDs generated for updated/new buildings. Demolished/removed building representations will be consolidated into a separate data set.
A.18.	Contractor	Minimum building size	Building shapes (polygons) should be created for all structures 20' X 20' (or 400 sq. ft.) or larger in size.
A.19.	Contractor	Minimum segment length	1.5' excluding awnings
A.20.	Contractor	Minimum size for change	Buildings that have roofline changes greater than 100 square feet.
A.21.	Contractor	Metadata	Complies with standard (to be determined by LA County; to match LAR-IAC metadata deliverable). Meets minimum FGDC Content Standard.

1.5 SOFTWARE REQUIREMENTS

Building Representations from the LAR-IAC Project can be viewed using any software that can read and display the shapefile format.

1.6 COUNTY OBLIGATIONS

1.6.1 SYSTEM REQUIREMENTS

County's system for use of the building representations in shapefile format will have sufficient capabilities and capacity to view and manage the digital GIS datasets.

1.6.2 COUNTY RESPONSIBILITIES

1. County will make available the following countywide information to Contractor at the following URL: <http://egis3.lacounty.gov/dataportal/lariac/lar-iac4/rfp-data/>
 - a) LAR-IAC Project Area Boundaries (shapefile format)*
 - b) Detailed County/City Boundaries (for orientation only - shapefile format)*
 - c) Grid for project tiles (shapefile format)*
 - d) Oblique Aerial Digital Imagery 1 sq. mile sector grid (for orientation only – shapefile format)*
 - e) Boundary of Urban Canyons “Downtown Areas” high-rise areas (shapefile format)*
 - f) Parcel vector database (for orientation only – shapefile format)
 - g) Existing control cadastral monuments (shapefile format)
 - h) Existing LAR-IAC deliverables in various formats as mutually agreed upon (ie. DTM and/or DSM, first generation 4” ortho imagery)
 - i) Other relevant GIS layers mutually determined by the Contractor and County.

*These shapefiles will be provided to all Proposers as a necessary input to the preparation of their response to this RFP.

2. All data sets provided by County for Contractor will be in ESRI shapefile format in California State Plane Coordinate System, Zone 5, NAD83, U.S. Survey Feet.

1.7 REFERENCE MAPS

1.7.1 BUILDING REPRESENTATION AREA (BRA)

Contractor (and subcontractor) shall start the building representation process by beginning with Area 1 (as described below), followed by Area 2. Maps of these areas are shown below.

BRA	RESPONSIBLE COMPANY	AREA	AREA DESCRIPTION
BRA1	Contractor	Project Area 1	All primary and secondary structures meeting the standards set forth in the acceptance criteria however, building shapes (polygons) should be created for all structures 20' X 20' (or 400 sq. ft.) or larger in size. This area covers all areas inside the County of los Angeles except for those areas falling within the Angeles and Los Padres National Forests
BRA2	Contractor	Project Area 2	All primary and secondary structures meeting the standards set forth in the acceptance criteria falling within the Angeles and Los Padres National Forests

1.7.2 PROJECT AREA MAPS

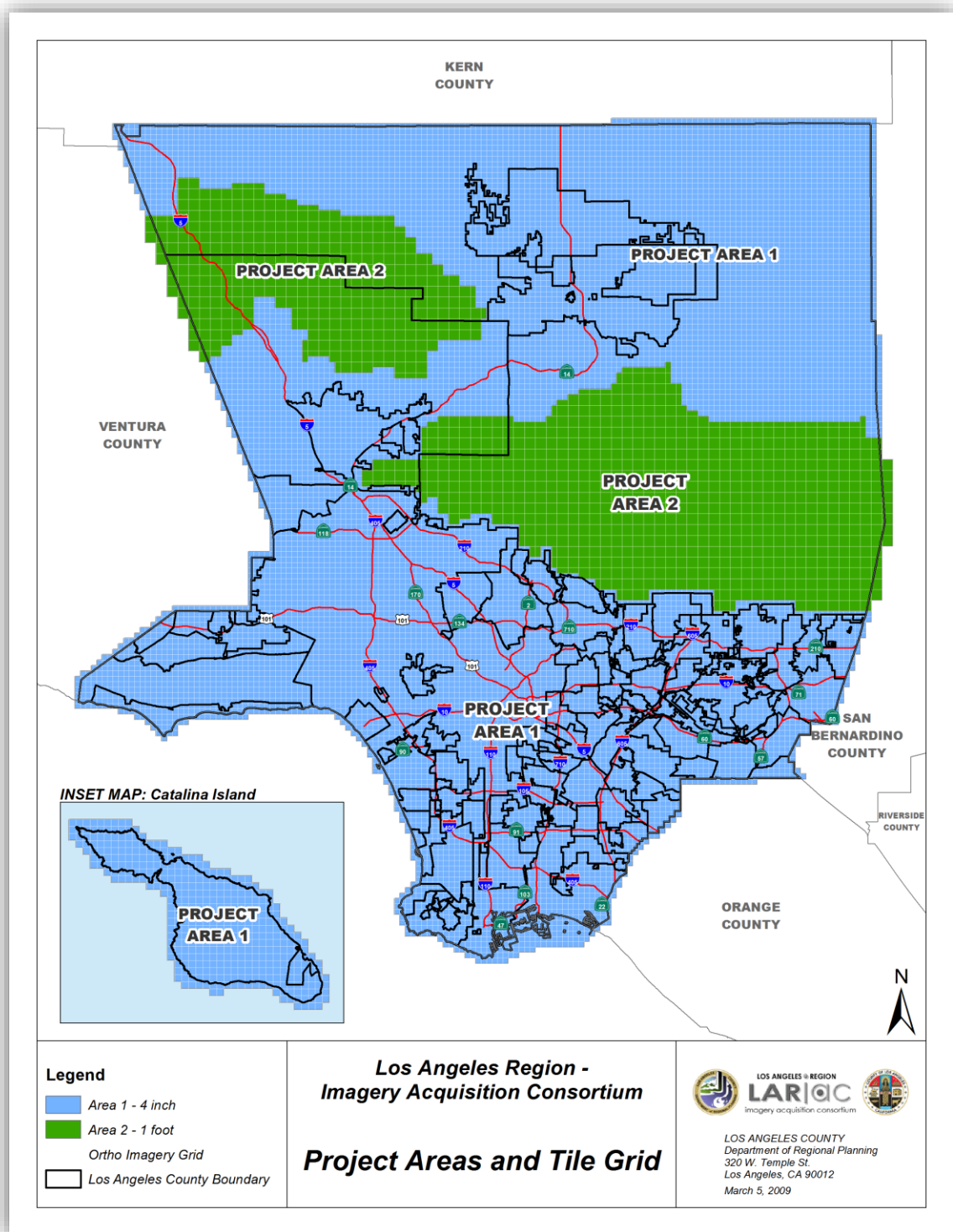


EXHIBIT B.1

**STATEMENT OF WORK – DIGITAL TERRAIN DATA
FOR
DIGITAL AERIAL DATA RFP**

SECTION 1 – STATEMENT OF WORK

1.1 GENERAL

1.1.1 INTRODUCTION

Contractor shall deliver under this Statement of Work Digital Terrain Data collected and Delivered in accordance with the USGS LiDAR Base Specification V1.0, 2012, but with two (2) different Quality Levels for Project Area 1 and Project Area 2.

1.1.2 DEFINITIONS

In addition to the terms defined in the Base Agreement of Appendix A (Required Agreement) to the RFP, the following definitions shall apply throughout this Exhibit B.3 (Statement of Work – Building Representations): No additional definitions.

1. Digital Terrain Model (DTM)

The terms “Digital Terrain Model” and “DTM” shall mean the bare earth terrain, LAS Class 2, from which elevated surface features, such as buildings and trees, have been reclassified as LAS Class 1, with the addition of breaklines as needed for hydro-flattening of water bodies.

2. Digital Elevation Model (DEM)

The terms “Digital Elevation Model” and “DEM” shall mean the bare earth terrain (like the DTM), LAS Class 2, from which elevated surface features, such as buildings and trees, have been reclassified as LAS Class 1 – but is represented as a raster (regularly spaced GRID).

3. Digital Surface Model (DSM)

The terms “Digital Surface Model” and “DSM” shall mean the top reflective surface and includes all objects on it (including buildings and trees). Sometimes referred to as “first return” data.

4. LiDAR Point Cloud

The term “LiDAR Point Cloud” shall mean a large set of three dimensional points, collected from LiDAR. Points clouds are almost always 3D. Point clouds have an order of magnitude more features than point datasets. Individual features in point clouds do not typically possess individually meaningful attributes; the information value in a point cloud is derived from the relations among large numbers of features.

1.2 TASKS AND DELIVERABLES

TASK 1 – DEVELOP PROJECT WORK PLAN

Contractor shall review and analyze the Digital Terrain Data deliverable to be provided under this Agreement and develop a Project Work Plan, which shall be used to accomplish the following:

1. Guide project planning;
2. Document project planning assumptions and constraints;
3. Document project-planning decisions regarding alternatives chosen;
4. Facilitate communication between project stakeholders;

5. Define key management reviews as to content, extent and timing; and
6. Provide a baseline for progress measurement and project control.

DELIVERABLE 1 – PROJECT WORK PLAN

Contractor shall provide for County approval a Project Work Plan document in Word and Portable Document Format (PDF) developed in accordance with Task 1 (Develop Project Work Plan).

TASK 2 – PROVIDE DIGITAL TERRAIN DATASETS (DSM, DTM AND DEM) – PROJECT AREA 1

Contractor shall produce Digital Terrain Datasets for **Project Area 1** to support generation of ortho imagery, 3D visualization, change detection and 1 foot contour generation with breakline data. Digital Terrain Datasets should be produced using LiDAR technology with a combination of stereo compilation for breaklines specified in Acceptance Criterion C.8 for control of bridges, edge of pavement, hydrographic features, ridgelines, and retaining walls as needed for orthorectification and contouring.

The Digital Terrain Datasets shall comply with the following requirements:

1. The DTM nominal pulse spacing (NPS) shall be 0.707 meters or less per LiDAR swath to achieve a density of 2 points per square meter or better.
2. The DTM's vertical accuracy shall be suitable for 1 foot contouring, i.e., Accuracy (z) of 0.60 foot at the ninety-five percent (95%) confidence level.
3. The DTM's horizontal accuracy shall be suitable for 1:1200 mapping, i.e., Accuracy (r) of 3.80 foot at the ninety-five percent (95%) confidence level.
4. The DEM with cell size no greater than 0.7 meters or 2.5 feet, and no less than the design Nominal Pulse Spacing (NPS). Delivery should be in an industry-standard, GIS compatible, 32-bit floating point raster format (ERDAS .IMG preferred). Tiled delivery without overlap; and will show no edge artifacts or mismatch.
5. DEM Void areas shall be coded using a unique NODATA value. This value shall be identified in the appropriate location within the raster file header or external support files (for example, .aux).
6. The DSM is usually referred to as 'first return data'; requirements are the same as the DTM; with a different delivery format.

DELIVERABLE 2 – DIGITAL TERRAIN DATASETS – PROJECT AREA 1

Contractor shall provide the following Deliverables in accordance with Task 2 (Provide Digital Terrain Datasets (DSM), DTM and DEM) – Project Area 1):

- 2.1** Project documentation outlining procedures and data collected, and reports of accuracy evaluation.
- 2.2** First return data (DSM) in ArcGIS compatible format and CAD compatible format.
- 2.3** Bare-earth DTM incorporating the last return LiDAR data in ArcGIS raster format and CAD compatible format.

2.4 Raw point cloud data that includes the following:

- a) All swaths, returns, and collected points, fully calibrated and adjusted to ground, by swath.
- b) Fully compliant LAS v 1.2 or v1.3, point Data Record Format 1, 3, 4 or 5.
- c) LAS v1.3 deliverables with waveform data are to use external auxiliary files with the extension .wdp for the storage of waveform packet data.
- d) Correct and properly formatted georeferenced information must be included in all LAS file headers.
- e) GPS times are to be recorded as Adjusted GPS Time, at a precision sufficient to allow unique timestamps for each pulse.
- f) One file per swath per file, file size not to exceed 2 GB.

2.5 Classified point cloud includes the information in 2.3 above; but also includes a classification scheme. Minimum classified point cloud classification scheme should be as follows:

CODE	DESCRIPTION
1	Processed, but unclassified
2	Bare-earth ground
7*	Noise (low or high; manually identified; if needed)
9	Water
10*	Ignored Ground (Breakline proximity)
11	Withheld (if the Withheld is not implemented in processing software)

* Class 7, Noise, is included as an adjunct to the Withheld bit. All noise points are to be identified using one of these two methods.

* Class 10, Ignored Ground, is for points previously classified as bare-earth but whose proximity to a subsequently added breakline requires that it be excluded during DEM generation.

2.6 FGDC compliant metadata.

TASK 3 (OPTION A) – GENERATE CONTOURS WITH ONE FOOT INTERVAL – PROJECT AREA 1

Contractor shall generate contours with 1 foot intervals for **Project Area 1** using DTM prepared in Task 2 (Provide Digital Terrain Datasets (DSM, DTM and DEM) – Project Area 1). Contour lines should be seamless for the entire area as specified in the Statement of Work.

DELIVERABLE 3A – 1 FOOT CONTOURS – PROJECT AREA 1

Contractor shall provide the following Deliverables in accordance with Task 3A (Contours with One Foot Interval – Project Area 1):

3A.1 ArcGIS shapefiles with contours tiled to LAR-IAC grid system.

3A.2 AutoCAD drawing file with contours tiled to LAR-IAC grid system.

TASK 3 (OPTION B) – GENERATE CONTOURS WITH TWO FOOT INTERVAL – PROJECT AREA 1

Contractor shall generate contours with 2 foot intervals for **Project Area 1** using DTM prepared in Task 2 (Provide Digital Terrain Datasets (DSM, DTM and DEM) – Project Area 1). Contour lines should be seamless for the entire area as specified in the Statement of Work.

DELIVERABLE 3B – 2 FOOT CONTOURS – PROJECT AREA 1

Contractor shall provide the following Deliverables in accordance with Task 3A (Contours with Two Foot Interval – Project Area 1):

3B.1 ArcGIS shapefiles with contours tiled to LAR-IAC grid system.

3B.2 AutoCAD drawing file with contours tiled to LAR-IAC grid system.

TASK 4 – PROVIDE DIGITAL TERRAIN DATASETS (DSM, DTM AND DEM) – PROJECT AREA 2

Contractor shall produce Digital Terrain Datasets for **Project Area 2** to support generation of ortho imagery, 3D visualization, change detection and 2 foot contour generation. DTM can be produced by using automatic stereo compilation (from ortho imagery) or can be produced by using LiDAR.

The Digital Terrain Datasets, if created by LIDAR, shall comply with the following requirements:

1. The DTM nominal pulse spacing (NPS) shall be 1.414 meters or less per LiDAR swath to achieve a density of 0.5 points per square meter or better.
2. The DTM's vertical accuracy shall be suitable for 2 foot contouring, i.e., Accuracy (z) of 1.19 feet at the ninety-five percent (95%) confidence level.
3. The DTM's horizontal accuracy shall be suitable for 1:2400 mapping, i.e., Accuracy (r) of 3.80 foot at the ninety-five percent (95%) confidence level.
4. The DEM with cell size no greater than 1 meters or 3.5 feet, and no less than the design Nominal Pulse Spacing (NPS). Delivery should be in an industry-standard, GIS compatible, 32-bit floating point raster format (ERDAS .IMG preferred). Tiled delivery without overlap; and will show no edge artifacts or mismatch.
5. DEM Void areas shall be coded using a unique NODATA value. This value shall be identified in the appropriate location within the raster file header or external support files (for example, .aux).
6. The DSM is usually referred to as 'first return data'; requirements are the same as the DTM; with a different delivery format.

DELIVERABLE 4 – DIGITAL TERRAIN DATASETS – PROJECT AREA 2

Contractor shall provide the following Deliverables in accordance with Task 4 (Provide Digital Terrain Datasets (DSM), DTM and DEM) – Project Area 2):

- 4.1** Project documentation outlining procedures and data collected, and reports of accuracy evaluation.

- 4.2 First return data (DSM) in ArcGIS compatible format and CAD compatible format.
- 4.3 Bare-earth DTM incorporating the last return LiDAR data in ArcGIS raster format and CAD compatible format.
- 4.4 **Raw point cloud data that includes the following:**
 - a) All swaths, returns, and collected points, fully calibrated and adjusted to ground, by swath.
 - b) Fully compliant LAS v 1.2 or v1.3, point Data Record Format 1, 3, 4 or 5.
 - c) LAS v1.3 deliverables with waveform data are to use external auxiliary files with the extension .wdp for the storage of waveform packet data.
 - d) Correct and properly formatted georeferenced information must be included in all LAS file headers.
 - e) GPS times are to be recorded as Adjusted GPS Time, at a precision sufficient to allow unique timestamps for each pulse.
 - f) One file per swath per file, file size not to exceed 2 GB.

2.5 **Classified point cloud includes the information in 2.3 above;** but also includes a classification scheme. Minimum classified point cloud classification scheme should be as follows:

CODE	DESCRIPTION
1	Processed, but unclassified
2	Bare-earth ground
7*	Noise (low or high; manually identified; if needed)
9	Water
10*	Ignored Ground (Breakline proximity)
11	Withheld (if the Withheld is not implemented in processing software)

* Class 7, Noise, is included as an adjunct to the Withheld bit. All noise points are to be identified using on of these two methods.

* Class 10, Ignored Ground, is for points previously classified as bare-earth but whose proximity to a subsequently added breakline requires that it be excluded during DEM generation.

2.6 FGDC compliant metadata.

TASK 5 (OPTION A) – GENERATE CONTOURS WITH TWO FOOT INTERVAL – PROJECT AREA 2

Contractor shall generate contours with 2 foot intervals for **Project Area 2** using DTM prepared in Task 4 (Provide Digital Terrain Datasets (DSM, DTM and DEM) – Project Area 2). Contour lines should be seamless for the entire area as specified in the Statement of Work.

DELIVERABLE 5A – 2 FOOT CONTOURS – PROJECT AREA 2

Contractor shall provide the following Deliverables in accordance with Task 5A (Contours with Two Foot Interval – Project Area 2):

5A.1 ArcGIS shapefiles with contours tiled to LAR-IAC grid system.

5A.2 AutoCAD drawing file with contours tiled to LAR-IAC grid system.

TASK 5 (OPTION B) – GENERATE CONTOURS WITH FOUR FOOT INTERVAL – PROJECT AREA 2

Contractor shall generate contours with 4 foot intervals for **Project Area 1** using DTM prepared in Task 4 (Provide Digital Terrain Datasets (DSM, DTM and DEM) – Project Area 2). Contour lines should be seamless for the entire area extent of **Project Area 2** as specified in the Statement of Work.

DELIVERABLE 5B – CONTOURS WITH FOUR FOOT INTERVALS – PROJECT AREA 2

Contractor shall provide the following Deliverables in accordance with Task 3A (Contours with Two Foot Interval – Project Area 1):

5B.1 ArcGIS shapefiles with contours tiled to LAR-IAC grid system.

5B.2 AutoCAD drawing file with contours tiled to LAR-IAC grid system.

TASK 6 – CORRECT DIGITAL TERRAIN DATA DEFICIENCIES

Contractor shall correct all Digital Terrain Data Deficiencies identified by County within the Warranty Period, as further described in the Base Agreement of Appendix A (Required Agreement) to the RFP.

DELIVERABLE 6 – FINAL ACCEPTANCE

Final Acceptance shall be reached when Contractor has corrected all Digital Terrain Data Deficiencies.

TASK 7 – PROVIDE OPTIONAL WORK

SUBTASK 7.1 – PROVIDE OPTIONAL PRODUCTS

If requested and approved by County, Contractor shall provide to County software, tools, data, and other products related to the Digital Terrain data. The Optional Products shall be provided in accordance with Paragraph 5.2 (Optional Work) and Paragraph 4 (Change Notices and Amendments) of the Base Agreement of Appendix A (Required Agreement) to the RFP.

SUBTASK 7.2 – PROVIDE OPTIONAL SERVICES

If requested and approved by County, Contractor shall provide to County on-site implementation support, additional training and other consulting services related to the Digital Terrain Data. The Optional Services shall be provided in accordance with Paragraph 5.2 (Optional Work) and Paragraph 4 (Change Notices and Amendments) of the Base Agreement of Appendix A (Required Agreement) to the RFP.

DELIVERABLE 7 – OPTIONAL WORK

Contractor shall successfully provide Optional Work, including Optional Products and Optional Services, in accordance with Task 7 (Provide Optional Work).

1.3 DIGITAL TERRAIN REQUIREMENTS

1.3.1 DATA REQUIREMENTS

Remote-sensed digital terrain data will be collected to provide source data for creation of the digital terrain model. Due to the County's desire to have a very high resolution digital terrain data, all data shall be collected to support a minimum 0.707 meter nominal pulse spacing (NPS) for urban areas (Project Area 1) and 1.414 meter NPS for national forest areas (Project Area 2).

1.3.2 EQUIPMENT REQUIREMENTS

Prior to commencing flyovers, Contractor shall clearly identify the equipment (aircraft, digital sensor, etc.) to be used to collect data.

1.3.3 CONTROL ESTABLISHMENT

If it is determined to be necessary by Contractor, additional ground control points, augmenting the county's control points as needed (approximately 200 to 300) to meet the accuracy requirements of this proposal, will be collected by Contractor. All control used in the production of products for this effort shall conform to acceptable errors as set forth by the FGDC. If additional control points are generated as a result of this effort, Contractor will be required to provide these points as an attributed feature layer. The Project Work Plan shall contain a detailed explanation of control methodology and a listing of control data that will be provided under this effort. Collection of up to one hundred (100) additional ground control points may be considered Optional Work.

1.3.4 COLLECTION

Specifications and methodology for the LiDAR flight should include documentation of mission date(s), time, flight altitude, overlap, and airspeed. Flight plans shall be generated and should cover the proposed project areas. Proposal should address how various environmental conditions will be handled and any special considerations for areas of dense coverage (e.g., locations containing dense foliage).

A complete survey control plan shall be submitted to include collection, processing and incorporation of survey control in the LiDAR processing. The plan should include a detailed description of survey control for quality control and validation checks of the LiDAR dataset.

Specifications for the data collection should include scan angle, along-track, and cross-track, pulse spacing, pulse width and density, and number of returns. LiDAR derived data will have the accuracy required to produce topographic maps including 1-foot elevation contours. Proposed data products shall be prepared to meet the accuracy requirements of ASPRS Guidelines for Vertical Accuracy Reporting for LiDAR Data, Version 1, May 2004.

Proposer should describe the production process used for LAS classification of vegetation or structures in order to determine bare-earth representation. Proposer should describe the approach to definition and resolution of data voids and data artifacts resulting from the mission. Proposer should describe quality assurance and quality control (QA/QC) procedures to ensure the integrity of the LiDAR data. Proposer should describe acceptance test procedures to be used to ensure data conforms to the accuracy requirements.

1.3.5 ACCURACY

DTM accuracy testing will be performed by LAR-IAC consistent with ASPRS Guidelines for Vertical Accuracy Reporting for LiDAR Data, Version 1, May 2004.

In Project Area 1, the Fundamental Vertical Accuracy (FVA) in open terrain shall be 18.13-cm or better at the 95% confidence level, based on RMSEz of 9.25-cm in open terrain. The Consolidated Vertical Accuracy (CVA) in all land cover categories combined shall be 27.2-cm at the 95th percentile.

In Project Area 2, the Fundamental Vertical Accuracy (FVA) in open terrain shall be 36.26-cm or better at the 95% confidence level, based on RMSEz of 18.5-cm in open terrain. The Consolidated Vertical Accuracy (CVA) in all land cover categories combined shall be 54.4-cm at the 95th percentile.

Proposer should describe the methodology for creating the Digital Terrain Datasets using stereo edited LiDAR data. To generate accurate contours at a 1 and 2 foot interval the LiDAR DTM points will be enhanced with photogrammetrically or lidargrammetrically compiled breaklines. Breaklines are defined as ridgelines, retaining walls, edges of pavements or hydrographic features. The LiDAR data points together with the breaklines will form a TIN (Triangular Irregular Network) from which the contours are generated.

Proposals should provide a detailed description of the input data, production process, quality assurance/quality control, and proposed acceptance test methodology for providing the digital terrain data required by this effort.

1.3.6 RE-FLIGHTS

If required, the Contractor will correct unacceptable digital terrain data at no additional cost to LA County. All re-flight coverage shall overlap the accepted LiDAR data by at least two swaths.

1.3.7 PROTOTYPE (TEST) AREA

Contractor will provide County with sample digital terrain data, which will be provided to the QA/QC vendor as well as to County. County will have an opportunity to review the samples, and will give written acceptance of the enhancements prior to the Contractor processing the remainder of the project.

1.3.8 METADATA

FGDC-compliant metadata will be provided for the deliverable digital terrain data and elevation contours data sets. These metadata will be completed using standard industry metadata tools and output in standard file formats for viewing in all widely available viewing utilities.

1.4 ACCEPTANCE CRITERIA

Contractor (and subcontractor) acknowledges that all finished products and final deliverables will be subject to systematic QA/QC, which will be done by an independent geospatial firm, whose services will be solicited by County in conjunction with this Agreement.

The Acceptance Criteria Table with “Tested Characteristics” and “Measure of Acceptability” will be finalized by Contractor and County’s QA/QC vendor during the

first month of the project. Contractor will provide in its subcontractor’s Project Work Plan (which is Contractor’s first project deliverable) and County’s QA/QC vendor will provide in its Quality Plan document.

1.4.1 ACCEPTANCE CRITERIA: COMPLETENESS

	TESTED CHARACTERISTIC	MEASURE OF ACCEPTABILITY
A	All Scales	
A.1.	Information will be delivered by contractor to County, who will load data onto County Servers.	All files successfully copied to County servers, all files accessible, no files corrupted.
A.2.	File organization	Files written in tile sheet order
A.3.	File name	Conforms to required convention- based on CA SPCS Zone 5 L4_xxxx_yyya (a-d).
A.4.	Files must open in correct location	Files must open with ESRI software
A.5.	Vertical Datum	NAVD88 (Feet to 2 decimal places)
A.6.	Projection	NAD 1983 State Plane – California Zone V
A.7.	Horizontal Datum	NAD 83 reference datum
A.8.	Units	U.S. Survey Feet (to 2 decimal places)
A.9	Conformance with tile index grid	Tile matches grid, no gaps between tiles at 1:1 view.
A.10.	Coverage	Full tiles; no data holidays. As indicated in County Data and Reference Maps. The basic rule is at least 500’ buffer around County boundary (no partial tiles, no seams and no overlaps). Flying and image capture teams should be aware of this.
A.11.	Tile grid layout	Full tiles only with no gaps or seams between 4 inch and 1 ft. areas. Flying and image capture teams should be aware of this.
A.12.	Metadata	Complies with standard (to be determined by County; to match LAR-IAC4 metadata). Meets minimum FGDC Content Standard.

1.4.2 ACCEPTANCE CRITERIA B: GROUND CONTROL ACCEPTANCE – COUNTY AND CONTRACTOR RESPONSIBILITY

B	Tested Characteristic	Measure of Acceptability
B.1.	Report Format	Conforms to required convention
B.2.	Report Completeness	All information complete and readable
B.3.	Approval	CA Licensed Surveyor Signature and Seal
B.4.	Monument Record Form	Sufficient information to revisit point, description and picture
B.5.	Network	Meet NGS specifications for Order and Class

B	Tested Characteristic	Measure of Acceptability
B.6.	Geodetic Survey: Horizontal Accuracy	Second Order Class 1 tied to NGS monuments.
B.7.	Geodetic Survey: Vertical Accuracy	Third Order.
B.8.	Coordinate System	California Coordinate System of 1983, Zone 5, US Feet
B.9	Epoch	Epoch date: 2004.0 unless otherwise determined.

1.4.3 ACCEPTANCE CRITERIA C: DIGITAL TERRAIN MODEL QA (SUITABLE ONLY FOR ORTHORECTIFICATION) – CONTRACTOR RESPONSIBILITY

C	Tested Characteristic All Scales	Measure of Acceptability
C.1.	Information will be delivered by contractor to County, who will load data onto County Servers.	All files successfully copied to County servers, all files accessible, no files corrupted.
C.2.	File organization	Files written one per ortho tile provided. Only updated tiles are provided.
C.3.	File name	Conforms to required convention
C.4.	Format	ArcGIS compatible format
C.5.	Format	CAD compatible format
C.6.	Georeferencing	Locates in proper tile grid cell
C.7.	Mass point locations	Mass points updated as needed to accurately build terrain to support orthophotos;
C.8.	Breakline locations	Breaklines updated as needed to control bridges, edge of pavement, hydrographic features, ridgelines, retaining walls as needed for orthorectification and contouring, none in open water.
C.9.	Continuity	No spikes, holes or blunders; no gaps of sufficient size to affect orthorectification, regardless of perspective center.
C.10.	Breakline Format	Arc generated .lin and pnt files

1.5 SOFTWARE REQUIREMENTS

Digital Terrain Data from the project can be viewed using any software that can read and display standard digital terrain data file formats. The LAS format is widely used and software that supports this file format can generally be grouped into two categories; LiDAR viewers and GIS software.

1.6 COUNTY OBLIGATIONS – ORTHOGONAL IMAGES

1.6.1 SYSTEM REQUIREMENTS

County's system for use of the digital terrain data will have sufficient capabilities and capacity to view and manage digital images.

1.6.2 COUNTY RESPONSIBILITIES

1. County will make available the following countywide information to Contractor at the following URL: <http://egis3.lacounty.gov/dataportal/lariac/lar-iac4/rfp-data/>
 - g) LAR-IAC Project Area Boundaries (shapefile format)*
 - h) Detailed County/City Boundaries (for orientation only - shapefile format)*
 - i) Grid for project tiles (shapefile format)*
 - j) Oblique Aerial Digital Imagery 1 sq. mile sector grid (for orientation only – shapefile format)*
 - k) Boundary of Urban Canyons “Downtown Areas” high-rise areas (shapefile format)*
 - l) Parcel vector database (for orientation only – shapefile format)
 - m) Existing control cadastral monuments (shapefile format)
 - n) Existing LAR-IAC deliverables in various formats as mutually agreed upon (ie. DTM and/or DSM, first generation 4” ortho imagery)
 - o) Proposed Delivery Areas (shapefile format)
 - p) Proposed Mosaic Tile Areas (shapefile format)
 - q) Boundary of locations that could potentially have large changes in elevation (ie. Significant grading) that would affect ortho imagery rectification
 - r) Other relevant GIS layers mutually determined by the Contractor and County.

*These shapefiles will be provided to all Proposers as a necessary input to the preparation of their response to this RFP.

2. Digital Terrain Data (from LiDAR and stereo compilation) provided by County for Contractor will be in ESRI raster format in California State Plane Coordinate System, Zone 5, NAD83, NAVD88.
3. All vector data sets provided by County for Contractor will be in ESRI shapefile format in California State Plane Coordinate System, Zone 5, NAD83, U.S. Survey Feet.
4. County will be responsible for:
 - a) Assignment of all point numbers;
 - b) Provision of blank monument record forms;
 - c) Providing the County Survey Monuments digital files.

1.7 REFERENCE MAPS

1.7.1 PROJECT AREAS AND TILE GRID

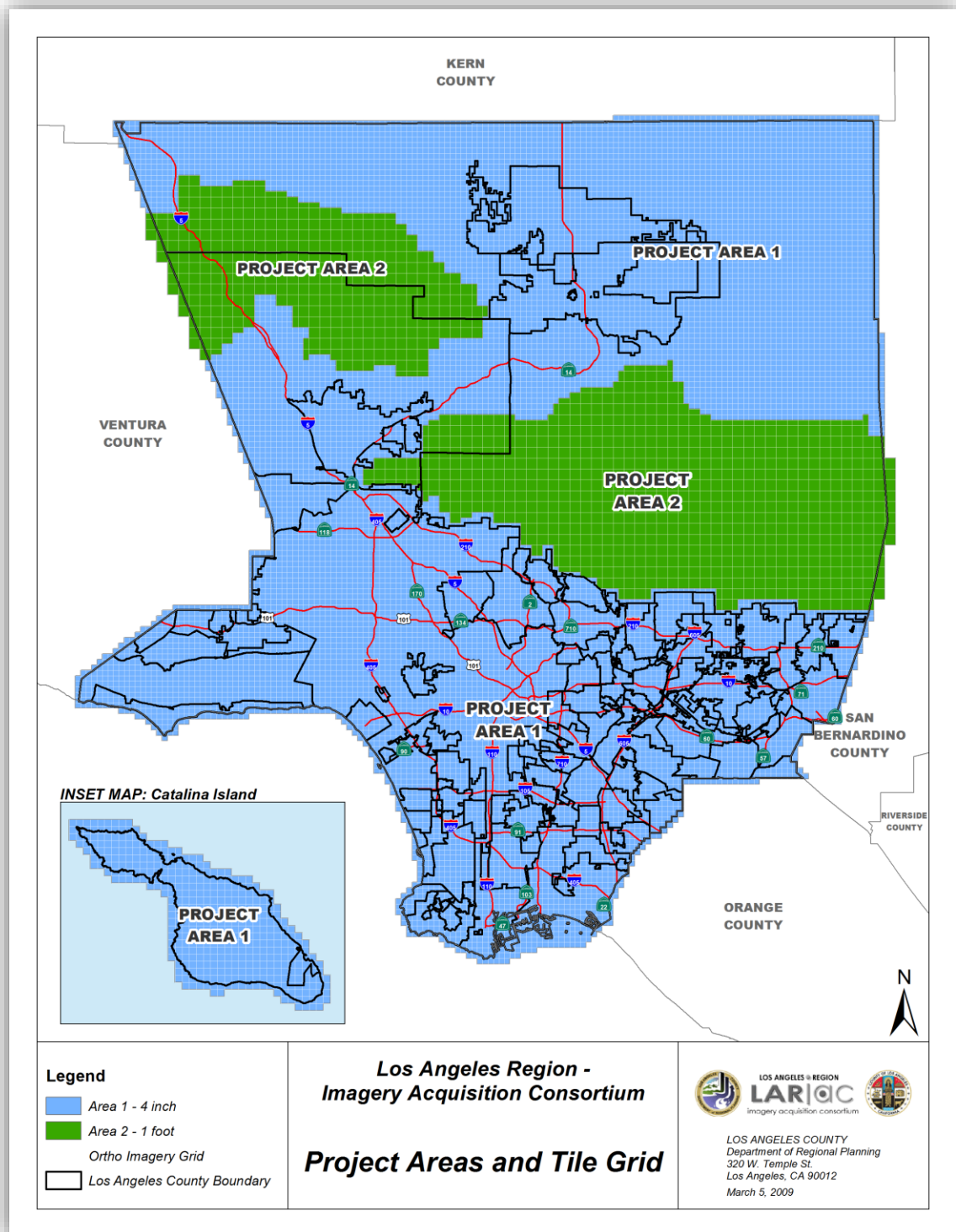


EXHIBIT B.5
PROPOSED SCHEDULE
FOR
DIGITAL AERIAL DATA RFP

The County expects Contractor to complete project deliverables within the timeframes set forth in the sections below (Proposed Schedule). This aggressive schedule may be affected by weather conditions and/or Air Traffic Control.

In the event Contractor fails to achieve Final Acceptance by the applicable due date, County may assess credits for delay as described in Paragraph 6.4 (Credits for Delays) of the Base Agreement of Appendix A (Required Agreement) to the RFP.

1. PROPOSED SCHEDULE – OBLIQUE IMAGES

DELIVERABLE NUMBER	DESCRIPTION	DUE DATE
1.1	Provide Desktop Software	July 1, 2014
1.2	Provide ArcGIS Extension Software	July 1, 2014
1.3	Provide Change Analysis Software	July 1, 2015
1.4	Provide Other Software as Agreed	n/a
1.5	Provide Public Safety Answering Point Support	n/a
2.1	Provide Hosted Software	July 1, 2014
2.2	Provide Application Programming Interface	July 1, 2014
2.3	Maintain GIS Layers for LAR-IAC (named accounts)	July 1, 2014
3	Provide Oblique Images	July 1, 2014
4	Technical Support, Documentation and Training	n/a
5	Final Acceptance	September 1, 2014

2. PROPOSED SCHEDULE – ORTHOGONAL IMAGES

DELIVERABLE NUMBER	DESCRIPTION	DUE DATE
1	Project Work Plan	January 1, 2014
2	Geodetic Control and Pre-Marking	April 1, 2014
3	Aerial Triangulation & Complete Image Capture	March 1, 2014
4	Digital Terrain Model (DTM) Updates (Area 1)	July 1, 2014
5	Ortho Imagery with Four Inch Pixel Resolution (Area 1)	July 1, 2014
6	Ortho Imagery with One Foot Pixel Resolution (Area 2)	July 1, 2014
8	Digital Terrain Model (DTM) Updates (Area 2)	July 1, 2014
9	Final Acceptance	September 15, 2014

3. PROPOSED SCHEDULE – BUILDING REPRESENTATIONS

DELIVERABLE NUMBER	DESCRIPTION	DUE DATE
1	Project Work Plan	December 1, 2013
2a	Building Outlines for Area 1	July 1, 2014
2b	Building Outlines for Area 2	August 1, 2014

4. PROPOSED SCHEDULE – DIGITAL TERRAIN DATA

DELIVERABLE NUMBER	DESCRIPTION	DUE DATE
1	Project Work Plan	January 1, 2014
2	Digital Terrain Model (DTM) (Project Area 1)	July 1, 2014
3	Contours with 1 foot interval (Project Area 1)	July 1, 2014
4	Digital Terrain Model (DTM) (Project Area 2)	July 1, 2014
5	Contours with 2 foot interval (Project Area 2)	July 1, 2014
6	Final Acceptance	September 15, 2014

APPENDIX C

REQUIRED FORMS

FOR

**DIGITAL AERIAL DATA
RFP**

APPENDIX C
REQUIRED FORMS

EXHIBITS

- EXHIBIT 1** PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT
- EXHIBIT 2** REQUIRED AGREEMENT CERTIFICATION
- EXHIBIT 3** STATEMENT OF WORK CERTIFICATION
- EXHIBIT 4** PROSPECTIVE CONTRACTOR CONTRACTS AND REFERENCES
- EXHIBIT 4.1 *Prospective Contractor List of Contracts and References – Oblique Images*
- EXHIBIT 4.2 *Prospective Contractor List of Contracts and References – Orthogonal Images*
- EXHIBIT 4.3 *Prospective Contractor List of Contracts and References – Building Representations*
- EXHIBIT 4.4 *Prospective Contractor List of Contracts and References – Digital Terrain Data*
- EXHIBIT 5** PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS
- EXHIBIT 6** CERTIFICATION OF NO CONFLICT OF INTEREST
- EXHIBIT 7** FAMILIARITY WITH COUNTY LOBBYIST ORDINANCE CERTIFICATION
- EXHIBIT 8** REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION
- EXHIBIT 9** PROPOSER’S EEO CERTIFICATION
- EXHIBIT 10** ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
- EXHIBIT 11** CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM – CERTIFICATION FORM AND APPLICATION FOR EXCEPTION
- EXHIBIT 12** CERTIFICATION OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- EXHIBIT 13** CHARITABLE CONTRIBUTIONS CERTIFICATION (IF APPLICABLE)
- EXHIBIT 14** TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION (IF APPLICABLE)
- EXHIBIT 15** CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGMENT OF RFP RESTRICTIONS

EXHIBIT 1

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and state of incorporation:

_____	_____	_____
Name	State	Year Inc.

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

3. If your firm is doing business under one or more DBAs, please list all DBAs and County(ies) of registration:

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

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

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Section 1.5 (Minimum Mandatory Requirements) of the RFP, as listed below.

(List each minimum requirement stated in Section 1.5)

Check the appropriate boxes:

Yes No _____ years experience, within the last ____ years

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

Proposer's Name:

Address:

E-mail address: _____ Telephone number: _____

Fax number: _____

On behalf of _____ (Proposer's name), I _____
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date County

WebVen Number

EXHIBIT 2

REQUIRED AGREEMENT CERTIFICATION

Please complete, date and sign this form. The person signing the form must be authorized to certify on behalf of the Proposer. I certify on behalf of the Proposer that (check box and sign below):

- The Proposer (i) accepts all terms and conditions specified in Appendix A (Required Agreement) to the RFP, as such may be modified by County following the release of the RFP prior to the commencement of the Agreement negotiations or execution of the resultant Agreement, and (ii) shall not raise any exceptions or objections to the Required Agreement, as such may be modified by County, if County elects to negotiate with the Proposer and to award to the Proposer the resultant Agreement.

- The Proposer (i) takes exceptions to Appendix A (Required Agreement) to the RFP, which are attached hereto, and (ii) acknowledges and agrees that County may, in its sole discretion, deduct points from the Proposer's evaluation score or find that such exceptions are material enough to deem the proposal non-responsive and not be subject to further evaluation, as further specified in *Section 2.10.7 (Terms and Conditions)* of the RFP.

Signature

Date

Name

Title

EXHIBIT 3

STATEMENT OF WORK CERTIFICATION

Please complete, date and sign this form. The person signing the form must be authorized to certify on behalf of the Proposer. I certify on behalf of the Proposer that (check box and sign below):

- The Proposer (i) agrees to provide all tasks, subtasks, deliverables, goods, services and other work as specified in Appendix B (Statement of Work) to the RFP, as such may be modified by County following the release of the RFP prior to the commencement of Contract negotiations or execution of the resultant Agreement, and (ii) shall not raise any exceptions or objections to such Statement of Work, as such may be modified by County, if County elects to negotiate with the Proposer and to award to the Proposer the resultant Agreement.

- The Proposer (i) proposes revisions to Appendix B (Statement of Work) to the RFP, which are attached hereto, and (ii) acknowledges and agrees that County may, in its sole discretion, deduct points from the Proposer's evaluation score or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive, as further specified in *Section 2.10.7 (Terms and Conditions)* of the RFP.

Signature

Date

Name

Title

EXHIBIT 4

PROSPECTIVE CONTRACTOR CONTRACTS AND REFERENCES

EXHIBIT 4.1

PROSPECTIVE CONTRACTOR CONTRACTS AND REFERENCES – OBLIQUE IMAGES

List at least three (3) contracts and references where the same or similar scope of services were provided in the past three (3) years that meet the Minimum Requirements stated in the Request for Proposals. Use additional sheets if necessary.

Contract	Contract	Contract
Contract Information		
<i>Contractor/Subcontractor Name:</i>	<i>Contractor/Subcontractor Name:</i>	<i>Contractor/Subcontractor Name:</i>
<i>Contract Name/Number:</i>	<i>Contract Name/Number:</i>	<i>Contract Name/Number:</i>
<i>Description of Services:</i>	<i>Description of Services:</i>	<i>Description of Services:</i>
<i>Contract Time Period:</i>	<i>Contract Time Period:</i>	<i>Contract Time Period:</i>
<i>Contract \$ Amount:</i>	<i>Contract \$ Amount:</i>	<i>Contract \$ Amount:</i>
Reference Information		
<i>Name:</i>	<i>Name:</i>	<i>Name:</i>
<i>Contact Name:</i>	<i>Contact Name:</i>	<i>Contact Name:</i>
<i>Address:</i>	<i>Address:</i>	<i>Address:</i>
<i>Contact Telephone Number:</i>	<i>Contact Telephone Number:</i>	<i>Contact Telephone Number:</i>
<i>Contact Email Address:</i>	<i>Contact Email Address:</i>	<i>Contact Email Address:</i>

EXHIBIT 4.2

PROSPECTIVE CONTRACTOR CONTRACTS AND REFERENCES – ORTHOGONAL IMAGES

List at least three (3) contracts and references where the same or similar scope of services were provided in the past three (3) years that meet the Minimum Requirements stated in the Request for Proposals. Use additional sheets if necessary.

Contract	Contract	Contract
Contract Information		
<i>Contractor/Subcontractor Name:</i>	<i>Contractor/Subcontractor Name:</i>	<i>Contractor/Subcontractor Name:</i>
<i>Contract Name/Number:</i>	<i>Contract Name/Number:</i>	<i>Contract Name/Number:</i>
<i>Description of Services:</i>	<i>Description of Services:</i>	<i>Description of Services:</i>
<i>Contract Time Period:</i>	<i>Contract Time Period:</i>	<i>Contract Time Period:</i>
<i>Contract \$ Amount:</i>	<i>Contract \$ Amount:</i>	<i>Contract \$ Amount:</i>
Reference Information		
<i>Name:</i>	<i>Name:</i>	<i>Name:</i>
<i>Contact Name:</i>	<i>Contact Name:</i>	<i>Contact Name:</i>
<i>Address:</i>	<i>Address:</i>	<i>Address:</i>
<i>Contact Telephone Number:</i>	<i>Contact Telephone Number:</i>	<i>Contact Telephone Number:</i>
<i>Contact Email Address:</i>	<i>Contact Email Address:</i>	<i>Contact Email Address:</i>

EXHIBIT 4.3

PROSPECTIVE CONTRACTOR CONTRACTS AND REFERENCES – BUILDING REPRESENTATIONS

List at least three (3) contracts and references where the same or similar scope of services were provided in the past three (3) years that meet the Minimum Requirements stated in the Request for Proposals. Use additional sheets if necessary.

Contract	Contract	Contract
Contract Information		
<i>Contractor/Subcontractor Name:</i>	<i>Contractor/Subcontractor Name:</i>	<i>Contractor/Subcontractor Name:</i>
<i>Contract Name/Number:</i>	<i>Contract Name/Number:</i>	<i>Contract Name/Number:</i>
<i>Description of Services:</i>	<i>Description of Services:</i>	<i>Description of Services:</i>
<i>Contract Time Period:</i>	<i>Contract Time Period:</i>	<i>Contract Time Period:</i>
<i>Contract \$ Amount:</i>	<i>Contract \$ Amount:</i>	<i>Contract \$ Amount:</i>
Reference Information		
<i>Name:</i>	<i>Name:</i>	<i>Name:</i>
<i>Contact Name:</i>	<i>Contact Name:</i>	<i>Contact Name:</i>
<i>Address:</i>	<i>Address:</i>	<i>Address:</i>
<i>Contact Telephone Number:</i>	<i>Contact Telephone Number:</i>	<i>Contact Telephone Number:</i>
<i>Contact Email Address:</i>	<i>Contact Email Address:</i>	<i>Contact Email Address:</i>

EXHIBIT 4.4

PROSPECTIVE CONTRACTOR CONTRACTS AND REFERENCES – DIGITAL TERRAIN DATA

List at least three (3) contracts and references where the same or similar scope of services were provided in the past three (3) years that meet the Minimum Requirements stated in the Request for Proposals. Use additional sheets if necessary.

Contract	Contract	Contract
Contract Information		
<i>Contractor/Subcontractor Name:</i>	<i>Contractor/Subcontractor Name:</i>	<i>Contractor/Subcontractor Name:</i>
<i>Contract Name/Number:</i>	<i>Contract Name/Number:</i>	<i>Contract Name/Number:</i>
<i>Description of Services:</i>	<i>Description of Services:</i>	<i>Description of Services:</i>
<i>Contract Time Period:</i>	<i>Contract Time Period:</i>	<i>Contract Time Period:</i>
<i>Contract \$ Amount:</i>	<i>Contract \$ Amount:</i>	<i>Contract \$ Amount:</i>
Reference Information		
<i>Name:</i>	<i>Name:</i>	<i>Name:</i>
<i>Contact Name:</i>	<i>Contact Name:</i>	<i>Contact Name:</i>
<i>Address:</i>	<i>Address:</i>	<i>Address:</i>
<i>Contact Telephone Number:</i>	<i>Contact Telephone Number:</i>	<i>Contact Telephone Number:</i>
<i>Contact Email Address:</i>	<i>Contact Email Address:</i>	<i>Contact Email Address:</i>

EXHIBIT 5

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

CONTRACTOR'S NAME: _____

List all contracts that have been terminated within the past three (3) years.

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

EXHIBIT 6

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

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

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

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

Proposer Name

Proposer Official Title

Official's Signature

Cert. of No Conflict of Interest

EXHIBIT 7

**FAMILIARITY WITH
COUNTY LOBBYIST ORDINANCE CERTIFICATION**

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____

Date: _____

EXHIBIT 8
REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND
CBE FIRM/ORGANIZATION INFORMATION FORM

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____
COUNTY VENDOR NUMBER: _____

- As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.
- Attached is my Local SBE Certification letter issued by the County

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

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

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

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

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

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

Print Authorized Name	Authorized Signature	Title	Date
-----------------------	----------------------	-------	------

EXHIBIT 9

PROPOSER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

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

Signature

Date

Name and Title of Signer (please print)

EXHIBIT 10

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

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

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

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

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

_____ YES (subject to verification by County) _____ NO

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

_____ YES _____ NO

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

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

Proposer Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

EXHIBIT 11

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

This RFP is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the Department will determine, in its sole discretion, whether the Proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of “contractor,” as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

“**Affiliate or subsidiary of a business dominant in its field of operation**” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents or my company will have and adhere to such a policy prior to award of the resultant Contract.

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

Print Name:	Title:
Signature:	Date:

EXHIBIT 12

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

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

The Proposer/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

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

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

- OR -

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

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

Print Name:	Title:
Signature:	Date:

EXHIBIT 13

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

EXHIBIT 14

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

I hereby certify that I meet all the requirements for this program:

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

<i>SIGNATURE OF REVIEWER</i>	<i>APPROVED</i>	<i>DISAPPROVED</i>	<i>DATE</i>

EXHIBIT 15

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND
ACKNOWLEDGEMENT OF RPF RESTRICTIONS**

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME	PHONE NUMBER
_____	_____
_____	_____
_____	_____

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Name of Firm

Print Name of Signer Title

Signature Date

APPENDIX D

COST PROPOSAL

FOR

**DIGITAL AERIAL DATA
RFP**

1. REQUIRED WORK

Provide the Fixed Price Amount for providing all Required Work specified in *Appendix B (Statement of Work)* to the RFP (enter amount and sign below).

On the worksheet on the following page, enter costs for each of the deliverables specified in *Appendix B (Statement of Work)*. This worksheet will be made available electronically to all Proposers upon request.

FIXED PRICE AMOUNT \$_____ (MAXIMUM PRICE) FOR OBLIQUE IMAGES

FIXED PRICE AMOUNT \$_____ (MAXIMUM PRICE) FOR ORTHOGONAL IMAGES

FIXED PRICE AMOUNT \$_____ (MAXIMUM PRICE) FOR BUILDING REPRESENTATIONS

FIXED PRICE AMOUNT \$_____ (MAXIMUM PRICE) FOR DIGITAL TERRAIN DATA

TOTAL FIXED PRICE AMOUNT \$_____

The Fixed Price Amount shall not increase during the term of the resultant Agreement.

2. OPTIONAL WORK

Provide the Fixed Hourly that may be applicable for providing Optional Work during the term of the resultant Agreement (enter amount and sign below).

FIXED HOURLY RATE \$_____

The Fixed Hourly Rate shall not increase during the term of the resultant Agreement.

Signature

Date

Name

Title

Appendix D - Cost Proposal Worksheet

Oblique Images (See Exhibit B.1 to Appendix B)						
Task No.	Task Description	Unit	Units	Cost per Unit	Total Fixed Price Cost	
1	Provide and Configure Software	solution	1			
2	Provide Hosted Solution	solution	1			
3	Provide Oblique Images					
	Item 1: Community 2-way Images (2 from each direction) - Urban Areas	square miles	3330			
	Item 2: Community 4-way Images (3 from each direction) - Catalina	square miles	116			
	Item 3: Community 2-way Images (3 from each direction) - National Forest	square miles	967			
	Item 4: Neighborhood 4-way Images - Urban Areas & parts of Catalina	square miles	3326			
	Item 5: Neighborhood 8-way Images - Downtown	square miles	16			
	SubTotal for Oblique Images		n/a			
4	Provide Technical Support, Documentation and Training	n/a	1			
5	Correct Image Deficiencies				included	
					SubTotal:	
Orthogonal Images (See Exhibit B.2 to Appendix B)						
Task No.	Task Description	Unit	Units	Cost per Unit	Total Fixed Price Cost - Option A	Total Fixed Price Cost - Option B
1	Provide Project Work Plan	solution	1			
2	Provide Geodetic Control and Pre-Marking	GCP points	100			
3	Perform Aerial Triangulation	solution	1			
4	Provide DTM Updates - Project Area 1	square miles	1			
5a	Generate Ortho Imagery (True Color) - Project Area 1	square miles	3819			
5b	Generate Ortho Imagery with Near Infra-Red - Project Area 1	square miles	3819			\$ -
6a	Generate Ortho Imagery (True Color) - Project Area 2	square miles	1031.5			
6b	Generate Ortho Imagery with Near Infra-Red - Project Area 2	square miles	1031.5			\$ -
7	Provide DTM Updates - Project Area 2	square miles	1			
8	Correct Image Deficiencies				included	
					SubTotal:	
Building Representations (See Exhibit B.3 to Appendix B)						
Task No.	Task Description	Unit	Units	Cost per Unit	Total Fixed Price Cost	
1	Develop Project Work Plan	solution	1			
2	Update Building Representations	building	1			
					SubTotal:	
Digital Terrain Data (See Exhibit B.4 to Appendix B)						
Task No.	Task Description	Unit	Units	Cost per Unit	Total Fixed Price Cost - Option A	Total Fixed Price Cost - Option B
1	Develop Project Work Plan	solution	1			
2	Provide Digital Terrain Datasets (DSM, DTM and DEM) - Project Area 1	square miles	3819			
3A	Generate Contours with One Foot Interval - Project Area 1	square miles	3819			
3B	Generate Contours with Two Foot Interval - Project Area 1	square miles	3819			\$ -
4	Provide Digital Terrain Datasets (DSM, DTM and DEM) - Project Area 2	square miles	1031.5			
5A	Generate Contours with Two Foot Interval - Project Area 2	square miles	1031.5			
5B	Generate Contours with Four Foot Interval - Project Area 2	square miles	1031.5			\$ -
6	Correct Digital Terrain Data Deficiencies				included	
					SubTotal:	
Total for All Work						

TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Project Title:	Project No.

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

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

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

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments: _____

Date Response sent to Proposer: _____

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

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

http://lacounty.info/doing_business/DebarmentList.htm

IRS NOTICE 1015

(Obtain latest version from IRS website)
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2011)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2011 are less than \$49,078 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2012.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of \$829, he or she must file a 2011 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

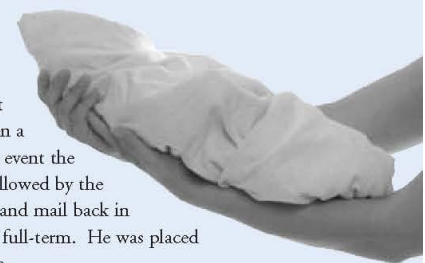
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



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- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

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

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2.206.040 Required solicitation and contract language.

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

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

2.206.050 Administration and compliance certification.

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

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

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9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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

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2.202.010 Findings and declarations.

A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions.

For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.

G. Determination of "non-responsibility" means an action taken by the county which results in a

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contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is “non-responsible” for purposes of that particular contract.

H. “Bid or proposal” means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of contractor non-responsibility.

A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor’s quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor’s acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of contractors.

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A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.

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

C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.

E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:

- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
- (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
- (3) Whether there is a pattern or prior history of wrongdoing.
- (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
- (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
- (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
- (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
- (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.

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- (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
- (10) Whether the wrongdoing was pervasive within a contractor's organization.
- (11) The positions held by the individuals involved in the wrongdoing.
- (12) Whether a contractor's principals participated in, knew of, or tolerated the offense.
- (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
- (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
- (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
- (17) Other factors that are appropriate to the circumstances of a particular case.

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

G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's

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request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://ag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at <http://ag.gov/charities/statutes.php/>

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>., and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix M is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.