

**HOUSING AUTHORITY
OF THE COUNTY OF LOS ANGELES**

**REQUEST FOR PROPOSALS
FOR
PUBLIC HOUSING & SECTION 8 ADMINISTRATION SOFTWARE**

RFP NO. CDC16-067



**We Build Better Lives
& Better Neighborhoods**



**HOUSING AUTHORITY
of the County of Los Angeles**

700 W. Main Street • Alhambra, CA 91801

Tel: 626.262.4510 • TDD: 855.892.6095 • www.hacola.org

**Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Don Knabe
Michael D. Antonovich**
Commissioners

Sean Regan
Executive Director

4/25/2016

**NOTICE
REQUEST FOR PROPOSALS
FOR
PUBLIC HOUSING & SECTION 8 ADMINISTRATION SOFTWARE
RFP NO. CDC16-067**

Notice is hereby given that proposals will be received by the Housing Authority of the County of Los Angeles (Housing Authority) until **Tuesday, July 5, 2016 at 4:30 P.M.** for Public Housing & Section 8 Administration Software. This will include furnishing all labor, material and equipment, and performing all work necessary and incidental in accordance with the Statement of Work (SOW) and contract documents. The Housing Authority may award a one-year contract with the option of 4, one-year extensions, provided services are satisfactory and funds are available.

Proposers **must attend** a mandatory Proposal Meeting or their proposals will be rejected (disqualified) without review and eliminated from further consideration. The meeting will be held at the Community Development Commission located at 700 W. Main Street, Alhambra, CA 91801 on May 16, 2016 from 10:00 a.m. to 12:00 p.m. and Proposers must be present during the entire meeting.

A Web conference call setup will be available for Proposers who are unable to attend the onsite meeting. Proposers who are planning to attend remotely via Web Conference, must email contact information to Maryann.Robles@lacdc.org. A roll call will be taken at the beginning and at the end of the meeting, and Proposers must be present during the entire meeting.

A Request for Proposal (RFP) package containing all submission requirements will be available on 4/25/2016 and may be downloaded from the Community Development Commission's website at www.lacdc.org, under "For Vendors – View Open Solicitations".

Proposers shall provide an original and three (3) copies of their business proposal in an enclosed sealed package. An original copy of their cost proposal must be submitted in an enclosed sealed package, including the USB flash drive containing searchable softcopies of the business and cost proposal. The enclosed sealed packages shall be addressed and delivered to:

**Maryann Robles, Procurement Coordinator
Housing Authority of the County of Los Angeles**

**We Build Better Lives
& Better Neighborhoods**



**Administrative Services Division
700 W. Main Street
Alhambra, CA 91801**

All proposals shall be labeled "Proposal for Public Housing & Section 8 Programs Administration Services, RFP No. CDC16-067, 7/5/2016." Any Proposer who wishes his/her proposal to be considered is responsible for making certain that it is received by the Housing Authority at the stated location and the stated date and time. No oral, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. Proposals received after the scheduled deadline will be returned unopened. Proposers, who, upon request, receive the Request for Proposals package and do not wish to submit a proposal should reply with a letter of "No Proposal" by the submission due date.

Questions regarding the RFP are to be directed to Maryann Robles at (626) 586-1725 or Maryann.Robles@lacdc.org. Si usted requiere mas información sobre este anuncio, por favor comuníquese con la Sra. Grace Casey al siguiente número de teléfono (626) 586-1681.

This is a HUD Section 3 Contract and all Proposers must meet or commit to achieving Section 3 employment and/or contracting goals to be considered a Section responsive proposer and eligible for a contract award. A Proposer who qualifies as a Section 3 business concern will receive preference points for the scoring of Section 3 in the evaluation of the proposal.

In submitting a proposal, each Proposer thereby agrees that, if awarded a contract, it shall execute a standard contract, a sample of which is attached to the RFP package for reference. The Housing Authority shall not award a contract to, or be obligated to execute a contract with, any Proposer who refuses to execute said standard Housing Authority contract.

The Housing Authority reserves the right to reject any and all proposals. This RFP is not a contract or commitment of any kind. The Housing Authority is not liable for costs incurred in the preparation of the respondent's proposal. It reserves the right to issue supplementary information or guidelines related to this RFP. Notwithstanding any other provisions herein, the Housing Authority reserves the right in its sole discretion to waive minor technical deficiencies in the Proposals. In accordance with the Civil Rights Act of 1964, Americans with Disabilities Act of 1990, Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, it is the policy of the Housing Authority to assure equal opportunity to all persons, in the award and performance of any contract, without regard to race, color, sex, religion, national origin, ancestry, age, marital status, or disability.

CONTRACT REQUIREMENTS:

- Insurances (please refer to the Sample Contract for required values)
 - **General Liability** with **Additional Insured Endorsement**. Shall include Completed Operations and be on a primary and non-contributory basis.
 - **Workers' Compensation**, shall be Statutory and include Employer's Liability, and a waiver of subrogation.
 - **Automobile Insurance**, coverage shall include owned, hired, non-owned, OR any auto.
 - **Professional Liability**
- Federal Lobbyist Requirements
- Equal Employment Opportunity (EEO) Act
- Jury Service Program
- Safely Surrendered Baby Law
- Child Support Compliance
- Default Property Tax Program
- Nonprofit Integrity Act
- Section 3 Provisions



Douglas Van Gelder, Information Technology Manager
Housing Authority of the County of Los Angeles

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1.0 INTRODUCTION	1
1.1 Purpose	1
1.2 Overview of Solicitation Document	2
1.3 Terms and Definitions	3
1.4 Proposer’s Minimum Requirements	3
1.5 Housing Authority Rights & Responsibilities	4
1.6 Contract Term.....	5
1.7 Contract Fees	5
1.8 Days of Operation	5
1.9 Contact With Housing Authority Personnel.....	5
1.10 Final Contract Award by the Executive Director.....	5
1.11 Mandatory Requirement to Register on Los Angeles County’s WebVen ...	6
1.12 Housing Authority Option To Reject Proposals.....	6
1.13 Protest Policy.....	6
1.14 Notice to Proposer Regarding the Public Records Act	6
1.15 Indemnification and Insurance	7
1.16 Injury & Illness Prevention Program (IIPP).....	7
1.17 Confidentiality and Independent Contractor Status.....	7
1.18 Conflict of Interest.....	7
1.19 Determination of Proposer Responsibility	7
1.20 Proposer Debarment.....	9
1.21 Proposer’s Adherence to the Housing Authority Child Support Compliance Program	11
1.22 Gratuities	11
1.23 Federal Lobbyist Requirements	11
1.24 Federal Earned Income Credit.....	12
1.25 Section 3 Provisions	12
1.26 Housing Authority Quality Assurance Plan	12
1.27 Recycled Paper	13
1.28 Safely Surrendered Baby Law	13
1.29 Jury Service Program	13
1.30 Notification to Housing Authority of Pending Acquisitions/Mergers by Proposing Company	14
1.31 Proposer’s Charitable Contributions Compliance	14
1.32 Request for Taxpayer Identification Number Certification.....	15
1.33 Defaulted Property Tax Reduction Program	16
2.0 PROPOSAL SUBMISSION REQUIREMENTS	17
2.1 Housing Authority Responsibility	17
2.2 Truth and Accuracy of Representations.....	17
2.3 RFP Timetable.....	17

2.4 Solicitation Requirements Review 17

2.5 Proposers’ Questions..... 18

2.6 Pre-Proposal Meeting - MANDATORY 18

2.7 Preparation of the Proposal 19

2.8 Business Proposal Format..... 19

2.9 Cost Proposal Format 30

2.10 Proposal Submission 30

2.11 Late Submissions, Modifications, and Withdrawal of Proposals 31

3.0 SELECTION PROCESS AND EVALUATION CRITERIA..... 33

3.1 Selection Process 33

3.2 Adherence to Minimum Requirements (Pass/Fail)..... 33

3.3 Disqualification Review 34

3.4 Business Proposal Evaluation Criteria (80%) 34

3.5 Cost Proposal Evaluation Criteria (20%)..... 35

3.6 Protest Process 36

3.7 Appeal of Protest Determination 37

APPENDICES

APPENDIX A: SAMPLE CONTRACT

APPENDIX B: STATEMENT OF WORK

APPENDIX C: REQUIRED FORMS

APPENDIX D: REQUIRED NOTICES

APPENDIX E: HUD SECTION 3 COMPLIANCE

1.0 INTRODUCTION

1.1 Purpose

The Housing Authority of the County of Los Angeles (Housing Authority) is issuing this Request for Proposals (RFP) to solicit two (2) separate proposals for the replacement of its existing housing system, known as Yardi, with a new on premise or fully managed Public Housing and Section 8 Programs' Administration Software Solution (Solution) in keeping with all Housing and Urban Development (HUD) regulations and requirements, as described in the *Appendix B – Statement of Work (SOW)*.

1.1.1 SCOPE

The Scope of Work is identified in *Appendix B - Statement of Work*. The Solution will need to be functionally compliant with HUD's Code of Federal Regulations (CFRs) which govern the multiple programs administered by the Housing Authority and HUD's Technical Reference Guides (TRGs) that contain the data descriptions and data edit requirements necessary for data transmissions to HUD, have the ability to manage multiple wait lists, programs and financial activities under one installation, system scalability, and ability to interface/integrate with Third Party systems/or services. The system will include a customizable web-interface system that provides secure access to information, facilitates the collection of information and provides versatile functions to both internal staff and the external public. (Portal) capabilities to interface with the public, reporting/tracking functionality and additional modifications which are included in the Scope of Work (SOW) for an On Premise or Fully Managed Solution. The Contractor will also assist the Housing Authority in the data migration of all of its current databases and third party systems where applicable.

Proposers are encouraged to propose the most cost effective Solution to satisfy specifications, requirements, and deliverables set forth in this RFP for either a On Premise or Fully Managed Solution.

The SOW under this RFP is categorized in two sections: On Premise Solution and Fully Managed Solution. A Proposer may submit a proposal to provide Public Housing and Section 8 Programs' Administration Software Solution as an On Premise Solution or Fully Managed Solution, or for both. However, if the Proposer is submitting proposals for an On Premise and Fully Managed Solution, a separate proposal must be submitted for each service and each proposal will be evaluated independently.

On Premise Solution:

The On Premise Solution shall:

1. Provide web-based software tools;
2. Procure a perpetual, fully paid, non-exclusive license to the proposed On Premise Solution to support its enterprise;
3. Provide an annual software maintenance that includes technical support and software updates and new releases;
4. Contain minimal tailoring of the On Premise Solution methodology contained in the software to meet the Housing Authority's requirements to support the development and facilitation;
5. Provide an assessment to the customer's current infrastructure readiness for the On Premise Solution;
6. Integrate with the Housing Authority's Active Directory;
7. Provide a Service Enablement Plan and Remediation Checklist for the customer to enable their environment to implement the On Premise Solution;
8. Assist with the installation and configuration of the On Premise Solution and other services to meet the Housing Authority's requirements;
9. Assist with the implementation of Solution as specified in the Sample Compliance Matrix; and
10. Train Housing Authority staff on the Solution use and general maintenance of the On Premise Solution.

Fully Managed Solution:

The Fully Managed Solution shall:

1. Provide web-based software tools hosted Off Premise;
2. Provide annual subscription maintenance;
3. Demonstrate the availability and technical capability to provide a highly secure hosting infrastructure for access to the Fully Managed Solution;
4. Provide Advanced Intrusion Detection and Firewall;
5. Demonstrate availability to offer Solution Consulting services;
6. Provide Software as a Service (SaaS), in either a shared or dedicated environment that can provide the Housing Authority with the benefits of a round-the-clock data center;
7. Accept the Housing Authority Service Level and Warranty Agreement (See Exhibit P);
8. Provide an assessment of the Housing Authority's current Public Housing and Section 8 Programs' Administration Software Solution infrastructure readiness to transition to the hosted Solution;
9. Integrate with the Housing Authority's Active Directory;
10. Train Housing Authority staff on the Solution use and general maintenance of it.

1.2 Overview of Solicitation Document

This RFP is composed of the following parts:

- **INTRODUCTION:** Specifies the Proposer's minimum requirements, provides information regarding some of the requirements of the Required Contract and explains the solicitation process.
- **PROPOSAL SUBMISSION REQUIREMENTS:** Contains instructions to Proposers describing how to prepare and submit their proposal.
- **SELECTION PROCESS AND EVALUATION CRITERIA:** Explains how the proposals will be selected and evaluated.
- **APPENDICES:**
 - **A - REQUIRED CONTRACT:** Lists the terms and conditions in the Contract.
 - **B - STATEMENT OF WORK:** Explains in detail the work to be performed under the Required Contract, including any technical exhibits.
 - **C - REQUIRED FORMS:** Contains forms that must be completed and included in the proposal.
 - **D - REQUIRED NOTICES:** Contains notices that must be adhered to and will be part of the executed Required Contract.
 - **E - HUD SECTION 3 COMPLIANCE:** Provisions contained in this section must be adhered to and the associated forms completed, signed and submitted with the proposal.

1.3 Terms and Definitions

If applicable, throughout this RFP, references are made to certain persons, groups, agencies, or documents. For convenience, a description of specific definitions can be found in *Appendix A – Required Contract*.

1.4 Proposer's Mandatory Minimum Requirements

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in *Appendix B - Statement of Work*, of this RFP are invited to submit a proposal, provided they meet the following requirements. As a reminder, if the Proposer is submitting proposals for both an On Premise and Fully Managed solution, a separate proposal must be submitted for each and be labeled as such. The Housing Authority will determine which Solution is in the best interest of the Housing Authority and will award accordingly.

If these requirements are not met, the proposal will not receive further consideration, as determined in the sole discretion of the Housing Authority.

1.4.1 The Proposer must have 10 years of experience, within the last 10 years, providing Public Housing and Section 8 software and services equivalent or similar to the services, tasks and deliverables identified in *Appendix B - Statement of Work for On Premise and Fully Managed Solutions*.

1.4.2 The Proposer must have a Planning/Project Manager/Supervisor assigned to the Required Contract with 5 years of experience, within

the last 10 years, providing software and services equivalent or similar to the services identified in *Appendix B - Statement of Work*.

- 1.4.3 The Proposer must comply with Data Encryption requirements (Reference Section 8.64 in the Appendix A – Required Contract).
- 1.4.4 The Proposer must comply with the RFP format and requirements set forth in the Proposal Submission Requirements, Section 2.0, of this RFP when submitting his/her proposal.
- 1.4.5 The Proposer must agree to the terms and conditions of the Required Contract, if awarded a contract, of which in substantial finished form is included in this package in *Appendix A - Required Contract*.
- 1.4.6 The Proposer must acknowledge intent to comply with the Housing Authority insurance requirements (Reference Sub-paragraph 1.15 in this Section).
- 1.4.7 The Proposer must comply with the Child Support Compliance Program (Reference Sub-paragraph 1.21 in this Section).
- 1.4.8 The Proposer must be a qualified Section 3 Business Concern or declare an intent to comply with Section 3 requirements in order to be a responsive bidder eligible for contract award (Reference Sub-paragraph 1.25 of this Section).
- 1.4.9 The Proposer must certify intent to comply with the Safely Surrendered Baby Law Program. (Reference Sub-paragraph 1.28 in this Section)
- 1.4.10 The Proposer must certify intent to comply with the Jury Service Program (Reference Sub-paragraph 1.29 in this Section).
- 1.4.11 The Proposer must certify intent to comply with the Charitable Purposes Act. (Reference Sub-paragraph 1.31 in this Section)
- 1.4.12 The Proposer must certify intent to comply with the Defaulted Property Tax Program. (Reference Sub-paragraph 1.33 in this Section)

1.5 Housing Authority Rights & Responsibilities

The Housing Authority has the right to amend the RFP by written addendum. The Housing Authority is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization that the records indicate has received this RFP. Should such addendum require additional information not previously requested, failure on the part of the Proposer to address the requirements of such addendum may result in the proposal not being considered, as determined in the sole discretion of the Housing Authority. The Housing Authority is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.6 Contract Term

The Contract term shall be for a period of one year with the option of four (4) one-year extensions, provided that services are satisfactory and funds are available. The four-year extensions shall be exercised at the sole discretion of the Executive Director, or his designee, of the Housing Authority. The contract shall commence following approval by the Housing Authority Board of Commissioners' (Board) award of the contract with the recommended vendor.

1.7 Contract Fees

The Proposer's fees shall be firm and fixed for the entire term of the Contract, including all extensions, if any, unless parties agree to reduce fees for specified accounts in accordance with the provisions set forth in the Contract. The optional service fee will be negotiated upon an authorized request for optional services by the Executive Director or his designee.

1.8 Days of Operation

The Contractor shall be required to provide Public Housing and Section 8 Programs' Administration Software Solution Services during normal Housing Authority business hours, Monday through Friday 8:00 a.m. to 5:00 p.m. (PST). The Contractor is not required to provide services on Housing Authority recognized holidays, unless specifically noted in the Required Contract.

1.9 Contact With Housing Authority Personnel

All contact regarding this RFP or any matter relating thereto must be mailed, e-mailed or faxed, and directed to the following:

Maryann Robles, Procurement Coordinator
Housing Authority of the County of the County of Los Angeles
700 W. Main Street
Alhambra, CA 91801
Maryann.Robles@lacdc.org

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

1.10 Final Contract Award by the Board of Commissioners

Notwithstanding a recommendation of a division, agency, individual, or other, the Board retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant Contract, and to determine which proposal best serves the interests of the Housing Authority. 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.

1.11 Mandatory Requirement to Register on Los Angeles County's WebVen

Prior to a contract award, all potential Proposers must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>.

1.12 Housing Authority Option To Reject Proposals

The Housing Authority may, in its sole discretion, reject any or all proposals submitted in response to this RFP. The Housing Authority shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The Housing Authority reserves the right to waive inconsequential disparities in a submitted proposal.

1.13 Protest Policy

It is the Housing Authority's policy that any prospective Proposer may request a solicitation requirements review as described below. Additionally, any actual Proposer may request a review of a disqualification or of a recommended contract award under such a solicitation, as described respectively in the Sections outlined below. It is the responsibility of the Proposer challenging the decision of the Housing Authority to demonstrate that the Housing Authority committed a sufficiently material error in the solicitation process to justify invalidation of a recommended contract award.

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

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation are limited to the following:

- Solicitation Requirements Review (Reference Sub-paragraph 2.4 in the Proposal Submission Requirements Section)
- Disqualification Review (Reference Sub-paragraph 3.3 in the Selection Process and Evaluation Criteria Section)
- Protest of Contract Award (Reference Sub-paragraph 3.7 in the Selection Process and Evaluation Criteria Section)

1.14 Notice to Proposer Regarding the Public Records Act

Responses to this RFP shall become the exclusive property of the Housing Authority. At such time as the Housing Authority recommends a Proposer to the Executive Director, all such proposals submitted in response to this RFP become a matter of public record, with the exception of those parts of each proposal which

are defined by the Proposer as business or trade secrets, and are plainly marked as "Trade Secret," "Confidential," or "Proprietary."

The Housing Authority shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposer(s) must specifically label only those provisions of the proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.15 Indemnification and Insurance

The Proposer shall be required to comply with the indemnification provisions contained in *Appendix A- Required Contract*. The Proposer shall procure, maintain, and provide to the Housing Authority proof of insurance coverage for all the programs of insurance along with associated amounts specified in the *Appendix A- Required Contract*.

1.16 Injury & Illness Prevention Program (IIPP)

The Proposer shall be required to comply with the State of California's Cal/ OSHA 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.

1.17 Background and Security Investigations

Contractor shall be required to comply with the Background and Security Investigations provision as set forth in Appendix A – Required Contract, Sub-paragraph 7.6.

1.18 Confidentiality and Independent Contractor Status

As appropriate, the Proposer shall be required to comply with the Confidentiality provision and the Independent Contractor Status provision contained in *Appendix A - Required Contract*.

1.19 Conflict of Interest

No employee of the Housing Authority whose position enables him/her to influence the selection of a Proposer for this RFP, or any competing RFP, nor any spouse or 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 a Proposer. The Proposer shall state in the Executive Summary of the proposal that he/she is aware of and has read the sub-paragraph on Conflict of Interest in *Appendix A - Required Contract*.

1.20 Determination of Proposer Responsibility

1.20.1 Responsible Proposer

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

1.20.2 Housing Authority Policy

Proposers are hereby notified that the Housing Authority may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to Commission, Housing Authority, and 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 subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

1.20.3 Non-Responsible Proposer

The Housing Authority may declare a Proposer to be non-responsible for purposes of this contract if the Housing Authority, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with the Commission, the Housing Authority, the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the Commission, the Housing Authority, the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the Commission, the Housing Authority, the County or any other public entity.

1.20.4 Intention to Recommend Proposer Non-Responsibility

If there is evidence that the highest ranked Proposer may not be responsible, the Housing Authority shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility. The Housing Authority 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 Housing Authority determination of non-responsibility.

1.20.5 Final Determination of Non-Responsibility

If the Proposer presents evidence in rebuttal to the Housing Authority, the Housing Authority shall evaluate the merits of such evidence, make a final determination concerning the responsibility of the Proposer for this contract and, if appropriate, outline the necessary measures that the Proposer would be required to take to be determined a responsible proposer in the future.

1.20.6 Sub-Contracting

These terms shall also apply to proposed subcontractors of the Proposer on Housing Authority contracts.

1.21 Proposer Debarment**1.21.1 Housing Authority Policy**

The Proposer is hereby notified that the Housing Authority may recommend to the Board of Commissioners that the Proposer be debarred from bidding or proposing on, or being awarded, and/or performing work on other Commission, Housing Authority, and County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and the Housing Authority may terminate any or all of the Proposer's existing contracts with the Commission, Housing Authority, or County, if the Board of Commissioners finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the Commission, the Housing Authority, the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the Commission, the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the Housing Authority/Commission, the County or any other public entity.

1.21.2 Notice to Proposer

If there is evidence that the highest ranked Proposer may be subject to debarment, the Housing Authority 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.

1.21.3 Contractor Hearing Board

The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the 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 Housing Authority shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.

1.21.4 Presentation to Board of Commissioners

After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendations of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

1.21.5 Request for Review of Debarment Determination

If a Proposer has been debarred for a period longer than five years, that Proposer may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Housing Authority may, in its discretion, make a recommendation to the Contractor Hearing Board to reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Housing Authority.

The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

1.21.6 Board of Commissioners Decision

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 Commissioners. The Board of Commissioners shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

1.21.7 Sub-Contractors

These terms shall also apply to subcontractors of Proposers on Housing Authority contracts.

1.21.8 Debarment List

Appendix D – Required Notices includes a list of Contractors that are currently on the Debarment List for Los Angeles County.

1.22 Proposer’s Adherence to the Housing Authority 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.

1.23 Gratuities

1.23.1 Attempt to Secure Favorable Treatment

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

1.23.2 Proposer Notification to Housing Authority

A Proposer shall immediately report any attempt by an officer, employee or agent to solicit such improper consideration. The report shall be made either to the Procurement Officer or the 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.

1.23.3 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.

1.24 Federal Lobbyist Requirements

The Proposer is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD’s 24 CFR Part 87,

from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Proposer must certify in writing on the *Federal Lobbyist Requirements Certification* form, *Appendix C - Required Forms*, that they are familiar with the Federal Lobbyist Requirements and that all persons and/or sub-consultants acting on behalf of the Proposer will comply with the requirements.

Failure on the part of the Proposer or persons/sub-contractors acting on behalf of the Proposer to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

1.25 Federal Earned Income Credit

The Proposer shall notify its employees, and shall require each sub-contractor 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, *Appendix D - Required Notices*.

1.26 Section 3 Provisions

The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing. A contractor recommended for award must comply with Section 3 requirements.

Prospective Proposers should carefully read the information included in *Appendix E - HUD Section 3 Compliance*.

1.27 Housing Authority Quality Assurance Plan

After contract award, the Housing Authority will evaluate the Contractor's performance under the contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in *Appendix B - Statement of Work*. The Contractor's deficiencies, which the Housing Authority determines are severe or continuing and that may jeopardize performance of the Contract, will be reported to the Executive Director. The report will include improvement/corrective action measures taken by the Housing Authority and the Contractor. If improvement does not occur consistent with the corrective action measures, the Housing Authority may

terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

1.28 Recycled Paper

The Proposer shall be required to comply with the Housing Authority policy on recycled paper as specified in *Appendix A - Required Contract*.

1.29 Safely Surrendered Baby Law

The Proposer 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 D – Required Notices* of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.30 Jury Service Program

The prospective contract is subject to the requirements of the Housing Authority Contractor Employee Jury Service Program (“Jury Service Program”). Prospective Proposers should carefully read what is written below, and the pertinent jury service provisions contained in *Appendix A - Required Contract*, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Proposers and their Subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.30.1 The Jury Service Program requires Proposers and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Proposer, 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 Proposer or that the Proposer 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 Proposer and “full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Housing Authority, or 2) the Proposer 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 Proposer’s full-time California employees, even those not working specifically on the Housing Authority 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.

1.30.2 There are two ways in which a Proposer might not be subject to the Jury Service Program. The first is if the Proposer does not fall within the Jury Service Program's definition of "Contractor." The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the Housing Authority or a Subcontract with a Housing Authority Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

1.30.3 If a Proposer does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Proposer must so indicate in the *Certification Form and Application for Exception, in 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 the Proposer's application, the Housing Authority will determine, in its sole discretion, whether the Proposer falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The Housing Authority decision will be final.

1.31 Notification to Housing Authority of Pending Acquisitions/Mergers by Proposing Company

The Proposer shall notify the Housing Authority of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on *Proposer's Questionnaire/Affidavit in Appendix C - Required Forms*. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration.

1.32 Proposer's Charitable Contributions Compliance

1.32.1 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. 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 revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

1.32.2 All Proposers must determine if they receive or raise charitable contributions, which subject them to the Charitable Purposes Act, and complete the *Charitable Contributions Certification Form*, as set forth in *Appendix C - Required Forms*. A completed form is a required part of any contract with the Housing Authority.

1.32.3 In the Charitable Contributions Certification Form, Proposers 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 Housing Authority contract, **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.

1.32.4 Proposers that do not complete the *Charitable Contributions Certification Form* as part of the solicitation process may, in the Housing Authority sole discretion, be disqualified from contract award. A Housing Authority contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both.

1.33 Request for Taxpayer Identification Number Certification

The person, firm or corporation selected to enter into the contract with the Housing Authority shall be required to provide the Housing Authority with a completed Federal W-9 form, including taxpayer identification number or social security number, in order to comply with federal tax information regulations. If this document is not supplied, the Housing Authority retains the right to withhold payment on invoices in accordance with Internal Revenue Service (IRS) guidelines, as outlined in Publication 1281. The Housing Authority has the right to withhold these payments without being charged late charges or fees.

1.34 Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"). Prospective Contractors should carefully read the Defaulted Tax Program Policy, *Appendix D – Required Notices* and the pertinent provisions of the *Required Contract—Appendix A*, Sections 44 and 45, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with the County's Defaulted Property Tax Reduction Program Implementation Defaulted Property Tax Reduction Program, in *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-compliant contractor. Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

2.0 PROPOSAL SUBMISSION REQUIREMENTS

This Section contains key project dates and activities as well as instructions to Proposers in how to prepare and submit their proposal.

2.1 Housing Authority Responsibility

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

2.2 Truth and Accuracy of Representations

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

2.3 RFP Timetable

The timetable for this RFP is as follows:

- Release of RFP (4/25/2016)
- Proposer’s Pre-Proposal Meeting (5/16/2016)
- Written Questions Due (5/23/2016)
- Questions and Answers Released (5/31/2016)
- **Proposals due by (07/05/2016 @ 4:30 p.m.)**

2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting a written request to:

Humberto Barboza Jr., Senior Procurement Coordinator
Housing Authority of the County of Los Angeles
700 W. Main Street
Alhambra, CA 91801
Humberto.Barboza@lacdc.org

A request for a Solicitation Requirements Review may be denied, in the Housing Authority’s sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) calendar days of the issuance of the solicitation document;
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal;
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and,
4. 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 person or entity; or,
- b. due to unclear instructions, the process may result in the Housing Authority not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review shall be completed and the Housing Authority's determination shall be provided to the requesting person or entity, in writing, prior to the proposal due date.

2.5 Proposers' Questions

Proposers may submit written questions regarding this RFP by mail, fax or e-mail to the Procurement Coordinator identified below. All questions must be received by the date stated in section 2.3, RFP Timetable. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

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

Questions should be addressed to:

**Maryann Robles, Procurement Coordinator
Housing Authority of the County of Los Angeles
700 W. Main Street,
Alhambra, CA 91801
Maryann.Robles@lacdc.org**

2.6 Pre-Proposal Meeting - MANDATORY

A mandatory Pre-Proposal Meeting will be held to discuss the RFP and Section 3 Requirements. Housing Authority staff will respond to questions from potential Proposers. All potential Proposers **must** attend this meeting or their proposals will be rejected (disqualified) without review and eliminated from further consideration, and Proposers should be present during the entire meeting. A Web conference call setup will be available for Proposers who are unable to attend the onsite meeting. Proposers who are planning to attend remotely via Web Conference, must email contact information to Maryann.Robles@lacdc.org. Please RSVP by 5/12/2016. A roll call will be taken at the beginning and at the end of the meeting. The following are instructions for participation in the Web Conference call:

**5/16/2015
10:00 a.m. to 12:00 p.m. (PST)
700 W. Main Street
Alhambra, CA 91801**

- Call (626) 262-4513 and enter the Participant code: 807167, followed by # key.

- Click the following link to join the Web conference online:
<https://conference.lacdc.org/conference/807167>
- Test your browser in advance of this conference with the link:
<https://conference.lacdc.org/test>

2.7 Preparation of the Proposal

Proposers have the option to submit proposals for one or both of the On Premise and Fully Managed Solution. However, Proposers must submit separate proposals (Business Proposal and Cost Proposal) for each Solution submission. Two (2) separate proposals must be submitted - a Business Proposal and a Cost Proposal. The Housing Authority will not accept combined submissions. The Housing Authority will evaluate all submissions and determine which solution will be cost effective and beneficial to the Housing Authority of the County of Los Angeles. The Housing Authority will be selecting only one Solution and will determine which Solution would be in the best interest of the Housing Authority.

All Proposals must be submitted in the prescribed format below in two separate **3-ring binders, tabbed and in the prescribed format**. A searchable softcopy of the Business Proposal and Cost Proposal **must be** submitted in a USB Flash Drive with the Cost Proposal. Any Proposal that deviates from this format may be rejected without review at the Housing Authority sole discretion.

Cover Page

For each submitted proposal (either On-Premise or Fully Managed Solution), a cover page must consist with a page of the name of the firm, title of the RFP ("RFP for Public Housing and Section 8 Programs' Administration Software Solution"), and either "On-Premise" or "Fully Managed", date of submission and identification of the printed documents as "Original" or "Copy # x of xx".

2.8 Business Proposal Format

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

- Cover Page (Referenced above)
- Proposer's Questionnaire / Affidavit
- Table of Contents
- Executive Summary (Section A)
- Proposer's Qualifications (Section B)
- Proposer's Approach to Provide Required Services (Section C)
- Proposer's Quality Control Plan (Section D)
- Demonstration and Interview (Section E)
- Acceptance of Terms and Conditions in the Required Contract, and Requirements of the Statement of Work (SOW) (Section F)
- HUD Section 3 Compliance (Section G)
- Business Proposal Required Forms (Section H)

2.8.1 Proposer's Questionnaire / Affidavit

The Proposer shall complete, sign and date the *Proposer's Questionnaire/Affidavit* that can be found in *Appendix C–Required Forms*. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

2.8.2 Table of Contents

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

2.8.3 Executive Summary (Section A)

On the Proposer's letterhead, condense and highlight the contents of the Proposer's Business Proposal to provide the Housing Authority with a broad understanding of the Proposer's approach, qualifications, experience, and staffing. The Proposer shall confirm his/her awareness of the Conflict of Interest language found in *Appendix A – Required Contract*.

This Section should be no more than two single-sided pages, excluding the required documents.

Proposer must include a statement to indicate or attest to each of the following:

- 1) The Proposer's name(s) (Doing Business As) and legal name, if different;
- 2) Proposer's contact name(s), address(es), e-mail address(es) and telephone and fax numbers;
- 3) Whether or not the Proposer intends to perform and complete all work described in *Appendix A (Required Contract)* and all of the Attachments thereto as a single Contractor. If not, list the name of all proposed subcontractors;
- 4) The office name and location(s) including address(es) that the Proposer intends to utilize in providing goods and services both during development and testing as well as maintenance and support, if different;
- 5) A statement identifying Proposer's company structure/organization, the origins of the firm and listing of the name(s) of the parent company and any acquisitions and/or subsidiaries, if any;
- 6) A statement as to the goods and/or services it regularly provides and those of any parent or subsidiary company;

- 7) Acknowledgement that i) Proposer has thoroughly reviewed *Appendix A - Required Contract* of this RFP; ii) the Proposer, if selected as a result of this RFP process shall be required to sign an agreement substantially similar to the one set forth in *Appendix A - Required Contract* of this RFP; and iii) the Required Agreement set forth in Exhibit A of this RFP is subject to change by County, whereby some provisions may be deleted and others may be added to form the resultant Agreement.
- 8) A statement that the Proposer will bear sole and complete responsibility for all work as defined in *Appendix B -Statement of Work for On Premise and Fully Managed*;
- 9) Attestation that the Proposer is willing and able to comply with the Indemnification, Insurance and Bond requirements set forth in *Appendix A - Required Contract*;
- 10) Attestation that the Proposer is willing and able to comply with the Housing Authority's entire RFP and *Appendix A (Required Contract)* requirements, including but not limited to, County's Jury Service Ordinance, County's Child Support Compliance, and Willingness to consider Section 3 participants;
- 11) A statement agreeing to allow the Housing Authority to audit the Proposer's qualifications to perform the required services; and
- 12) A statement agreeing to provide the Housing Authority, as requested, any and all information the Housing Authority's determines necessary for an accurate determination of the Proposer's qualifications.
- 13) This Section must also include copies of current articles of incorporation, fictitious business name filings, business license and permits as applicable.

Failure to provide a statement to each of the above and provide the copies requested may result in the Proposer being found Non-Responsive and rejection of the Proposal without further review, in Housing Authority's sole and absolute discretion.

2.8.4 Proposer's Qualifications (Section B)

Demonstrate that the Proposer's organization has the experience and financial capability to perform the required services. The following sections must be included:

2.8.4.1 Proposer’s Background and Experience (Section B.1)

The Proposer must provide, on company letterhead, relevant information to demonstrate that the Proposer meets the minimum requirements related to background (training, certification, licensure, etc.) and work experience stated in Sub-paragraph 1.4 of this RFP, and has the capability to perform the required services as a corporation or other entity, as specified in *Appendix B – Statement of Work*.

In addition, the Proposer must provide the following:

Proposer’s Team

- Information on the experience and background of the professional staff that will be assigned to this project. The description must include direct experience related to the requirements in ***Appendix B – Statement of Work***.
- In-depth resumes of each member of the Proposer’s team (including consultants such as managers, project manager, developers, legal counsel, finance, etc.) and describe each member’s job classification, professional experience, education and credentials, relevant project experience, accomplishments relative to this Project, and describe their role for this project.
- Proposer to identify project manager and provide project examples of project manager’s work history with Proposer team.
- An organization chart and list the number of staff persons, by job classification, who will be involved in the administration and implementation of the contract.

2.8.4.2 Proposer’s References (Section B.2)

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 is accurate.

The Proposer must complete and include the following from *Appendix C - Required Forms*:

- *Prospective Contractor References*—
Proposer must provide five (5) references where the same or similar scope of work was provided.
- *Prospective Contractor List of Contracts*—
The listing must include **all Public Entities** contracts for the last three (3) years. Use additional sheets if necessary.
- *Prospective Contractor List of Terminated Contracts*—

Listing must include **all** contracts terminated before the expiration date within the past three (3) years with a reason for termination.

The Housing Authority, in its sole discretion, may disqualify a Proposer if:

- references fail to substantiate 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
- the Housing Authority is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact of normal working hours.

2.8.4.3 Proposer's Pending Litigation and Judgments (Section B.3)

Identify by case name, case number, and court jurisdiction any pending litigation in which Proposer is involved, and any judgments against Proposer in the last five (5) years. Provide a statement describing the background facts, causes of action, and potential liability of Proposer or principal(s) of Proposer in all pending or threatened litigation against the Proposer or principals(s) of Proposer. If there are none, the Proposer must state "None". **If the Proposer fails to comply with the requirements of this Section, the proposal will be found to be non-responsive.**

Provide certified summary financial statements for the past two (2) years. Certified financial statements must include balance sheets and a profit and loss statements where the owner/principal of the firm certifies that these statements are accurate to the best of their knowledge. These could be compiled, reviewed, or audited financial statements.

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

For each submission, the Proposer must demonstrate in writing how Proposer will meet and demonstrate their capability to perform the Solution and Services required by the RFP, including those specified in the Appendix B Statement of Work. The Proposer must provide, on company letterhead, a detailed description of the methodology the Proposer will use to meet the requirements set forth in *Appendix B – Statement of Work*, and how the services will be performed.

On Premise Solution:

The On Premise Solution shall:

1. Provide web-based software tools;
2. Procure a perpetual, fully paid, non-exclusive license to the proposed On Premise Solution to support its enterprise;
3. Provide an annual software maintenance that includes technical support and software updates and new releases;
4. Contain minimal tailoring of the On Premise Solution methodology contained in the software to meet the Housing Authority's requirements to support the development and facilitation;
5. Provide an assessment to the customer's current infrastructure readiness for the On Premise Solution;
6. Integrate with the Housing Authority's Active Directory;
7. Provide a Service Enablement Plan and Remediation Checklist for the customer to enable their environment to implement the On Premise Solution;
8. Assist with the installation and configuration of the On Premise Solution and other services to meet the Housing Authority's requirements;
9. Assist with the implementation of Public Housing and Section 8 Programs' Administration Software Solution as specified in the Sample Compliance Matrix; and
10. Train Housing Authority staff on the Public Housing and Section 8 Programs' Administration Software Solution use and general maintenance of the On Premise Solution.

Fully Managed Solution:

The Fully Managed Solution shall:

1. Provide web-based software tools hosted Off Premise;
2. Provide annual subscription maintenance;
3. Demonstrate the availability and technical capability to provide a highly secure hosting infrastructure for access to the Fully Managed Solution;
4. Provide Advanced Intrusion Detection and Firewall;
5. Demonstrate availability to offer Public Housing and Section 8 Programs' Administration Software Solution Consulting services;
6. Provide Software as a Service (SaaS), in either a shared or dedicated environment that can provide the Housing Authority with the benefits of a round-the-clock data center;
7. Accept the Housing Authority Service Level and Warranty Agreement (See Exhibit P);
8. Provide an assessment of the Housing Authority's current Public Housing and Section 8 Programs' Administration Software Solution infrastructure readiness to transition to the hosted Solution;
9. Integrate with the Housing Authority's Active Directory;
10. Train Housing Authority staff on the Solution use and general maintenance of it.

In addition, the Proposer will include for the above solutions for the below.

Conversion Solution and Implementation Process: Proposer must describe its understanding of the scope of work, an overview of its proposed Solution and its methodology for achieving its Solution. This narrative should include but not necessarily be limited to:

- Describing, in detail, how the consultant will convert existing data, implement the proposed system, and train Housing Authority staff.
- Completing the provided Compliance Matrix Form provided in *Appendix C – Required Forms*, that matches the Housing Authority’s requirement with the consultant’s proposed Solution. The Matrix will list the requirements and solutions in the same order as they are listed in *Appendix B – Statement of Work for On Premise or Fully Managed Solution* and be numbered in the same way. The Proposer must describe how the proposed solutions will fulfill each requirement. Columns are provided in the Matrix for the Proposer to identify whether the requirement is:
 - provided Standard (SD) as part of the Proposer’s system already developed;
 - will be delivered to Housing Authority as part of the Proposer’s solution with Moderate Change (MC) to the standard software;
 - will be delivered with a more Significant Customization (SC) effort for changes to the standard software. Proposer must provide an estimate for the timeline and cost;
 - the requirement will be delivered by or through integration with a Third Party (TP), to be identified by the Proposer as TP; or
 - the Proposer will work with the Housing Authority to do Integration (INT) of existing modules with the Proposer's solution.
- Providing a detailed Microsoft Project Plan that includes timeline and tasks for the entire project life cycle.

System Design: Proposers must describe one or more proposed system designs. This description should include a description of the application including but not limited to the modules, enhancements, tools, and all other relevant requirements to support the system, contained in *Appendix B, Statement of Work for On Premise and Fully Managed*.

Conversion: Proposers must describe its approach to converting data from the current Housing Authority system. Provide a timeline proposal provided in Microsoft Project Plan.

Project Schedule: Proposers must provide a preliminary project schedule that includes timeframes and milestones for the specific requirements and deliverables listed in *Appendix B, Statement of Work for On Premise and Fully Managed* as well as the estimated timeframe in which the system modules and functionalities will be delivered to the site; the date the system will be installed and date the system will go live in production.

Implementation Plan: Proposers must describe the implementation plan including data migration, with assurance that data shall be protected during migration and storage; methods; coordination with the Housing Authority; and expected time frame for each step – milestone and task.

Commercial, Off-The-Shelf (COTS) vs. SaaS vs. Proprietary/Custom Software: Proposer must specify its delivery approach – local installation (On Premise) or cloud based service (Fully Managed) – and provide the support models for the delivery approach. Proposers are encouraged to offer any or all delivery options. The associated costs must be itemized in *Appendix C, Required Forms - Cost Sheet*.

Operations and Maintenance: Proposers must include an operation and maintenance plan that addresses maintenance and repairs that will be performed by Proposer.

Support and Technical Assistance: Proposer must provide methodology, processes and resources how they will provide Support and Technical Assistance, for example but not limited to:

- (i) diagnosis of problems or performance deficiencies of the Software;
- (ii) resolution of problems or performance deficiencies of the Software;
- (iii) provide telephone software support on a business day basis. Business day is defined as 6:00 AM through 6:00 PM pacific standard time, excluding holidays and weekends. and
- (iv) provision of patches, updates, releases and new versions of the supported Software along with other generally available technical material. All patches, updates, releases and new versions shall be subject to the license agreement related to the supported Software.

Integration with Laserfiche: Proposer must include a plan as to how data and documents will integrate to Laserfiche Rio for the attachment of tenant or owner documents. Laserfiche Rio system is the Housing Authority's Enterprise Content Management System (ECMS). The Laserfiche Rio system allows the Housing Authority to consolidate all its records into a single system for managing records access and retention. Any system proposed must be able to integrate with the Laserfiche Rio system for management of attachments and long term records storage.

Integration with PeopleSoft: Proposer must include a plan for how the system will integrate to PeopleSoft in order to automate monthly G/L data. PeopleSoft is the Housing Authority's Enterprise Resource Planning (ERP) software for procurement, human resources and financial systems.

Documentation: Proposer must provide mapping and detail process documentation for System Design, Conversion, Enhancement and all applicable material as a reference guide.

2.8.6 Proposer's Quality Control Plan (Section D)

Provide a comprehensive Quality Control Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in *Appendix B - Statement of Work for On Premise and Fully Managed*, not only during delivery and implementation of the product, but also throughout the life of the contract when maintaining or enhancing the product.

The following factors may be included in the plan:

- Activities to be monitored to ensure compliance with all Contract requirements;
- Monitoring methods to be used;
- Frequency of monitoring;
- Samples of forms to be used in monitoring;
- Title/level and qualifications of personnel performing monitoring functions; and,
- Documentation methods of all monitoring results, including any corrective action taken.
- Illustrations to convey workflow, tasks and resources utilized to ensure a Quality product.
- Documentation and/or illustration(s) to describe methodology for Testing, Quality Control, Release and Software configuration management

2.8.7 Demonstration and Interview (Section E)

Interviews will be conducted with only top rank proposers. The interview may include one or more required demonstrations and include a question and answer period. Potential required demonstrations will address one or more aspects described in Section 2.8.5, Approach to the Required Services, and Appendix B, Statement of Work.

For the Interview and any presentation or demonstration the Proposer provides, the Proposer must provide its own (laptop or tablet) device. If any flash drives are used, they must attach to the contractor's own device(s). If Internet access is required for the presentation, the Proposer must ensure that its device has Wi-Fi capability. The Housing Authority will provide access to its Guest wireless network. The Housing Authority will provide a conference room with projection facilities. If remote resources are required, a conference phone can be available as well.

Upon selection, more detailed guidelines for the interview will be provided. The proposer will be given a minimum two (2) weeks notification prior to the date and time of the interview.

2.8.8 Acceptance of Terms and Conditions in Required Contract, and Requirements of the Statement of Work (SOW) (Section F)

2.8.8.1 It is the duty of every Proposer to thoroughly review the Required Contract and Statement of Work to ensure compliance with all terms, conditions and requirements. It is the Housing Authority expectation that in submitting a proposal the Proposers will accept, as stated, the Housing Authority terms and conditions in the Required Contract and the Housing Authority requirements in the Statement of Work. The Housing Authority reserves the right to make changes to the Required Contract and its appendices and exhibits at its sole discretion.

2.8.8.2 Section F of Proposer's response must include, on company letterhead:

- A statement offering the Proposer's acceptance of all terms and conditions listed in *Appendix A - Required Contract*.
- A statement offering the Proposer's acceptance of all requirements listed in *Appendix B - Statement of Work*.
- For each exception, the Proposer shall provide:
 - An explanation of the reason(s) for the exception;
 - The proposed alternative language; and
 - A description of the impact, if any, to the Proposer's price.
- Indicate all exceptions to the Required Agreement and Statement of Work by providing a 'red-lined' version of the language in question. The Housing Authority relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the Housing Authority's sole discretion, from later making such exceptions.
- The Housing Authority reserves the right to determine if Proposers' exceptions are material, singularly or in total, such that Housing Authority may deem the proposal non-responsive and not subject to further evaluation.
- The Housing Authority reserves the right to make changes to the Required Agreement, the Statement of Work, and its appendices and exhibits at its sole discretion.

- 2.8.8.3** A statement offering the Proposer's acceptance of all The Housing Authority reserves the right to make changes to the Required Contract, the Statement of Work, and its appendices and exhibits at its sole discretion.

2.8.9 HUD Section 3 Compliance (Section G)

The Proposer must comply with Section 3 requirements by ensuring that contracting and economic opportunities are provided to low-income persons and business interests. The Proposer is directed to review Section 3 provisions in *Appendix E - HUD Section 3 Compliance* to determine responsiveness.

Responsiveness to Section 3 is demonstrated in one of two ways:

1. The Proposer qualifies as a Section 3 business concern because (at least one of the following):
 - Company is 51% owned by Section 3 residents;
 - Proposer must submit a Section 3 Business Certification Form and the appropriate number of Section 3 Resident Certification Forms for owners.
 - 30% of full-time employees are Section 3 residents;
 - Proposer must submit a Section 3 Business Certification Form and the appropriate number of Section 3 Resident Certification Forms for employees.
 - Proposer commits to subcontract in excess of 25% of all subcontracting dollars to Section 3 business concern subcontractors;
 - Proposer must submit a Section 3 Business Certification Form listing all subcontractors and the appropriate number of Section 3 Business Certification Forms and Section 3 Resident Certification Forms for each qualified Section 3 business concern subcontractor.
2. The Proposer commits to meeting goals for training, employment and/or subcontracting;
 - Proposer must submit a Declaration of Intent to Comply with Section 3 Requirements Form.

Section 3 forms are located in *Appendix C – Required Forms*.

A proposal that does not include the required documentation of HUD Section 3 Compliance will not meet the Mandatory Minimum Requirements stated in Section 1.4 and will be determined to be non-responsive.

2.8.10 Business Proposal Required Forms (Section H)

Include the following forms as provided in *Appendix C - Required Forms*. Complete, sign, and date all forms.

- Compliance Matrix Form
- Application for Exception and Certification Form for the Jury Service Program
- Charitable Contributions Certification
- Conflict of Interest Certification
- Contingent Fee Representation and Agreement
- Defaulted Property Tax Reduction Program Certification
- EEO Certification
- Federal Lobbyist Requirements Certification
- Payee Registration Package
 - Payee Registration Form
 - Organization Information Form
 - Request for Taxpayer Identification Number and Certification

NOTE: Other required forms must be included in the appropriate and designated Section of the proposal, not in Section H Business Proposal Required Forms.

2.9 Cost Proposal Format

The content (with forms available in *Appendix C – Required Forms*) and sequence of the cost proposal must be as follows:

- Cover Page identifying, at a minimum, the RFP and the Proposer’s name.
- Cost Sheet
- Certification of Independent Cost Determination & Acknowledgement of RFP Restrictions

2.10 Proposal Submission

Proposers are encouraged to propose the most cost effective Solution to satisfy specifications, requirements and deliverables set forth in this RFP. In addition, Proposers have the option to submit their proposal to either solutions set forth in Appendix B.1 (Statement of Work for On Premise) or Appendix B.2 (Statement of Work for Fully Managed). However, each proposal must be submitted individually as they will be evaluated and scored separately.

On Premise Submission

The original Business Proposal and three (3) copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

**"BUSINESS PROPOSAL FOR PUBLIC HOUSING & SECTION 8
ADMINISTRATION SOFTWARE – On Premise"**

For each submission, the original Cost Proposal must be submitted in a separate 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 PUBLIC HOUSING & SECTION 8
ADMINISTRATION SOFTWARE – On Premise"**

Fully Managed Submission

The original Business Proposal and three (3) copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

**"BUSINESS PROPOSAL FOR PUBLIC HOUSING & SECTION 8
ADMINISTRATION SOFTWARE – Fully Managed"**

For each submission, the original Cost Proposal must be submitted in a separate 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 PUBLIC HOUSING & SECTION 8
ADMINISTRATION SOFTWARE – Fully Managed"**

A USB Flash Drive containing searchable softcopies of the business and cost proposal must be submitted within the enclosed sealed Cost Proposal submission.

The On-Premise and/or Fully Managed Proposals and copies shall be delivered or mailed to:

**Maryann Robles, Procurement Coordinator
Housing Authority of the County of Los Angeles
700 W. Main Street
Alhambra, CA 91801**

2.11 Late Submissions, Modifications, and Withdrawal of Proposals

It is the sole responsibility of the Proposer to ensure that its proposal is received before the submission deadline. 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 2.3, RFP Timetable, 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.

Upon written request, submitted proposals may be withdrawn at any time before the submission closing date and time. Proposals that are withdrawn for

modification must be re-submitted before the closing date and time. At the closing date and time, all proposals submitted shall be firm offers and may not be withdrawn for a period of two hundred seventy (270) days following the last day to submit proposals.

3.0 SELECTION PROCESS AND EVALUATION CRITERIA

3.1 Selection Process

The Housing Authority 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 after the submission closing date and time.

An Evaluation Committee selected by the Housing Authority will make an evaluation of the proposals. The Committee will use the evaluation approach described herein to select a prospective Contractor.

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

The Housing Authority may also, at its option, invite Proposers being evaluated for an on-site demonstration or an interview, if appropriate. An on-site demonstration or interview may be used to gain clarifying information (regarding information requested in the RFP) — the score awarded in the written evaluation could be adjusted up or down, and all Proposers that meet Minimum Requirements would be given an opportunity to participate unless a justification for limiting participation to only top-ranked Proposers is approved by the Procurement Officer.

The goal of this RFP is seeking a Solution from multiple responsive, responsible Public Housing and Section 8 Programs' Administration Software Solution on the corresponding categories: On Premise and Fully Managed Solution.

The Housing Authority reserves the right to contact individuals, entities, or organizations who have had recent contracts or relationships with the Proposer and staff intended for this effort, whether or not they are identified as references, to verify that the Proposer has successfully performed its contractual obligations in other similar efforts.

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

3.2 Adherence to Minimum Requirements (Pass/Fail)

A proposal must adhere to the minimum requirements outlined in Section 1.4, Minimum Requirements. Failure of the Proposer to comply with the minimum requirements may result in the proposal being eliminated from any further consideration. However, the Housing Authority, in its sole discretion, may waive

any inconsequential disparities in a proposal if the sum and substance of the proposal is present.

3.3 Disqualification Review

A proposal may be disqualified from consideration because the Housing Authority determined it was non-responsive at any time during the review/evaluation process. If the Housing Authority determines that a proposal is disqualified, the Housing Authority shall notify the Proposer in writing.

Upon receipt of the written Notice of Non-Responsiveness, the Proposer may, within the timeframe specified in the written determination, submit a written request for a Disqualification Review to:

Humberto Barboza Jr., Procurement Supervisor
Housing Authority of the County of Los Angeles
700 W. Main Street
Alhambra, CA 91801
Humberto.Barboza@lacdc.org

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

1. The person or entity requesting a Disqualification Review is a Proposer;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the Notice of Non-Responsiveness); and
3. The request for a Disqualification Review asserts that the Housing Authority's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer, in writing, within seven (7) calendar days of receiving the request for a Disqualification Review.

3.4 Business Proposal Evaluation Criteria (80%)

3.4.1 Proposer's Qualifications (20%)

3.4.1.1 Proposer's Background and Experience (10%)

Proposer will be evaluated on their background and experience, and capacity as a corporation or other entity to perform the required services based on information provided in Section B.1 of the proposal.

3.4.1.2 Performance History Analysis (10%)

Proposer will be evaluated on the verification of references provided in Section B.2 of the proposal. In addition to the

references provided, a review will include the Housing Authority Contract files, if applicable, and all Public Entity contracts for the last three (3) years, and all contracts terminated before the expiration date.

3.4.2 Proposer's Approach to Providing Required Services (30%)

The Proposer will be evaluated on its description of the methodology to be used to meet the Housing Authority requirements based on information provided in Section C of the proposal. If the Proposer submits proposals for both On Premise and Fully Managed solution, each shall include a description of the methodology.

3.4.3 Quality Control Plan (15%)

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

3.4.4 HUD Section 3 Compliance (15%)

The Proposer will be evaluated on demonstrating its qualification as a Section 3 business concern by submitting the *Section 3 Business Concern Certification Form* and supporting documentation.

3.5 Cost Proposal Evaluation Criteria (20%)

The maximum number of possible points will be awarded to the lowest Total Cost of Ownership (TCO), over 5 years. All other proposals will be compared to the lowest TCO and lesser points will be awarded proportionately. The TCO Calculator will use all the fees/costs presented in the proposal as well the level of effort and other information provided by the Proposer in the Compliance Matrix Form (*Appendix C – Required Forms*). Also, the TCO will utilize the estimated internal costs for Housing Authority staff to modify and integrate internally built systems with the proposed Solution.

3.6 Demonstration or Interview

If selected for an interview, the Proposer will be evaluated on one or more possible demonstrations addressing aspects of Section 2.8.6, Approach to the Required Services, Appendix B, Statement of Work, and as specified in the interview guidelines received prior to the interview. Questions will be asked during interview about the proposal. Proposers must be able to present any requested demonstrations and address all questions during this interview. Proposers attending will not be allowed to request time to provide additional responses after the interview time.

3.7 Protest Process

3.7.1 Debriefing Process

Upon completion of the proposal evaluations, the Housing Authority shall notify the non-selected Proposers in writing that the Housing Authority is recommending a contract with another Proposer. Upon receipt of the Notice of Non-Selection, any non-selected Proposer may submit a written request for a Debriefing with the Procurement Coordinator within the timeframe specified in the Notice. A request for a Debriefing may, in the Housing Authority'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 a contract recommendation with the selected Proposer is not yet complete, the identity of and the responses from other Proposers shall not be discussed, although the Housing Authority may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Housing Authority will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer may submit a Protest of Contract Award (see Section 3.7.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

3.7.2 Protest of Contract Award

Any non-selected Proposer may submit a written Protest of Contract Award, in the manner and timeframe as specified by the Housing Authority.

A Protest of Contract Award may, in the Housing Authority's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity submitting a Protest of Contract Award is a Proposer;
2. The Protest of Contract Award is submitted timely (i.e., by the date and time specified in the Notice of Recommendation for Contract Award);
3. The person or entity submitting a Protest of Contract Award asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. The Housing Authority materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in

- the solicitation document.
- iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. The Housing Authority made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer not being selected as the recommended contractor.
 - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by state or federal law; and
4. The Protest of Contract Award sets forth sufficient detail to demonstrate that, but for the Housing Authority's alleged failure, the Proposer would have been the highest-scored proposal.

The assertions included in the Protest of Contract Award may be with respect to the protestor's proposal, or with respect to the recommended contractor's proposal, provided that the assertions satisfy all the required criteria.

Upon receiving the Protest of Contract Award, the Housing Authority Procurement Supervisor shall issue a written Notice of Protest Determination to the Proposer within seven (7) calendar days following receipt of the Protest of Contract Award. The Notice of Protest Determination shall instruct the Proposer of the manner and timeframe for requesting an Appeal of Protest Determination.

3.8 Appeal of Protest Determination

Any Proposer who is not satisfied with the results of the Notice of Protest Determination may submit a written Transmittal for Appeal of Protest Determination in the manner and timeframe specified by the Housing Authority's written Notice of Protest Determination.

An Appeal of Protest Determination may, in the Housing Authority's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting an Appeal of Protest Determination is a Proposer;
2. The request for an Appeal of Protest Determination is submitted timely (i.e., by the date and time specified by the Housing Authority in the Notice of Protest Determination); and
3. The person or entity requesting an Appeal of Protest Determination has limited the request to items raised in the Protest of Contract Award and new items that (a) arise from the Housing Authority's written Notice of Protest Determination, and that (b) meet the same required criteria established for submitting a Protest of Contract Award.

APPENDIX A

REQUIRED CONTRACT

APPENDIX A
REQUIRED CONTRACT



CONTRACT

BY AND BETWEEN

**HOUSING AUTHORITY OF
THE COUNTY OF LOS ANGELES**

AND

(CONTRACTOR)

FOR

**PUBLIC HOUSING & SECTION 8 ADMINISTRATION
SOFTWARE**

**REQUIRED CONTRACT PROVISIONS
TABLE OF CONTENTS**

SECTION	TITLE	PAGE
RECITALS		2
1.0	APPLICABLE DOCUMENTS	3
2.0	DEFINITIONS	5
3.0	SERVICES	9
4.0	TERM OF CONTRACT	11
5.0	CONTRACT SUM	12
6.0	ADMINISTRATION OF CONTRACT- HOUSING AUTHORITY	16
6.1	HOUSING AUTHORITY'S PROJECT DIRECTOR	17
6.2	HOUSING AUTHORITY'S PROJECT MANAGER	17
7.0	ADMINISTRATION OF CONTRACT - CONTRACTOR	18
7.1	CONTRACTOR'S PROJECT DIRECTOR	18
7.2	CONTRACTOR'S PROJECT MANAGER	18
7.3	NOTICE OF PERSONNEL CHANGES	19
7.4	APPROVAL OF CONTRACTOR'S STAFF	19
7.5	CONTRACTOR'S STAFF IDENTIFICATION	19
7.6	BACKGROUND AND SECURITY INVESTIGATIONS	20
7.7	CONFIDENTIALITY	22
8.0	STANDARD TERMS AND CONDITIONS	25
8.1	CHANGE NOTICES AND AMENDMENTS	25
8.2	ASSIGNMENT AND DELEGATION	27
8.3	WARRANTIES	28
8.4	BUDGET REDUCTIONS	30
8.5	COMPLAINTS	30
8.6	COMPLIANCE WITH APPLICABLE LAW	31
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	32
8.8	SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974	32
8.9	AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973	33
8.10	EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)	33
8.11	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	34

8.12	CONFLICT OF INTEREST.....	36
8.13	CONSIDERATION OF HIRING HOUSING AUTHORITY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	37
8.14	SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED.....	37
8.15	CONTRACTOR RESPONSIBILITY AND DEBARMENT	39
8.16	CONTRACTOR'S ACKNOWLEDGEMENT OF HOUSING AUTHORITY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW.....	41
8.17	CONTRACTOR'S WARRANTY OF ADHERENCE TO HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	42
8.18	HOUSING AUTHORITY'S QUALITY ASSURANCE PLAN.....	42
8.19	DAMAGE TO HOUSING AUTHORITY FACILITIES, BUILDINGS OR GROUNDS.....	43
8.20	EMPLOYMENT ELIGIBILITY VERIFICATION.....	43
8.21	FACSIMILE REPRESENTATIONS	44
8.22	FAIR LABOR STANDARDS	44
8.23	FORCE MAJEURE.....	44
8.24	GOVERNING LAW, JURISDICTION, AND VENUE.....	45
8.25	INDEPENDENT CONTRACTOR STATUS	45
8.26	INDEMNIFICATION	46
8.27	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	48
8.28	INSURANCE COVERAGE.....	53
8.29	LIQUIDATED DAMAGES.....	56
8.30	MOST FAVORED PUBLIC ENTITY.....	57
8.31	NON-DISCRIMINATION AND AFFIRMATIVE ACTION.....	57
8.32	NON EXCLUSIVITY	59
8.33	NOTICE OF DELAYS.....	59
8.34	DISPUTE RESOLUTION PROCEDURE.....	59
8.35	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	62
8.36	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	62
8.37	NOTICES	62
8.38	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	62
8.38	PUBLIC RECORDS ACT	63
8.40	PUBLICITY	63

8.41	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	64
8.42	RECYCLED BOND PAPER	66
8.43	SUBCONTRACTING.....	66
8.44	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	67
8.45	TERMINATION FOR CONVENIENCE.....	68
8.46	TERMINATION FOR DEFAULT	68
8.47	TERMINATION FOR IMPROPER CONSIDERATION	70
8.48	TERMINATION FOR INSOLVENCY	71
8.49	SOURCE AND APPROPRIATION OF FUNDS.....	71
8.50	TERMINATION FOR NON-ADHERENCE OF HOUSING AUTHORITY LOBBYIST ORDINANCE.....	72
8.51	TERMINATION FOR NON-APPROPRIATION OF FUNDS	72
8.52	EFFECT OF TERMINATION.....	72
8.53	VALIDITY	74
8.54	USE OF HOUSING AUTHORITY SEAL	74
8.55	WAIVER	75
8.56	WARRANTY AGAINST CONTINGENT FEES	75
8.57	WARRANTY OF COMPLIANCE WITH HOUSING AUTHORITY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	75
8.58	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH HOUSING AUTHORITY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	76
8.59	TIME OFF FOR VOTING	76
8.60	LICENSE	76
8.61	WORK PRODUCT AND BACKGROUND INTELLECTUAL PROPERTY	80
8.62	DATA DESTRUCTION	82
8.63	ACCEPTANCE	83
8.64	DATA ENCRYPTION.....	85
8.65	INTEGRATION/INTERFACING.....	86
8.66	COMMUNICATION SYSTEMS AND ACCESS TO INFORMATION.....	87
8.67	CONTINUOUS SYSTEM SOFTWARE SUPPORT	88
8.68	TIME IS OF THE ESSENCE	89
8.69	NO OFFSHORE WORK.....	89
8.70	COUNTERPARTS.....	89

8.71	SEVERABILITY	89
8.72	CONTRACT DRAFTED BY ALL PARTIES	89
8.73	NO THIRD PARTY BENEFICIARIES.....	90
8.74	SURVIVAL.....	90
9.0	UNIQUE TERMS AND CONDITIONS.....	90
9.1	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM.....	91
9.2	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM.....	92
9.3	DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM	93
SIGNATURES		95

REQUIRED CONTRACT PROVISIONS TABLE OF CONTENTS

STANDARD EXHIBITS

- A STATEMENT OF WORK (NOT ATTACHED TO SAMPLE, REFER TO APPENDIX B, STATEMENT OF WORK)
- B PRICING SCHEDULE (NOT ATTACHED TO SAMPLE, REFER TO APPENDIX C, REQUIRED FORMS)
- C TECHNICAL EXHIBITS (NOT ATTACHED TO SAMPLE)
- D CONTRACTOR'S EEO CERTIFICATION (NOT ATTACHED TO SAMPLE, REFER TO APPENDIX C, REQUIRED FORMS)
- E HOUSING AUTHORITY'S ADMINISTRATION (NOT ATTACHED TO SAMPLE)
- F CONTRACTOR'S ADMINISTRATION (NOT ATTACHED TO SAMPLE)
- G FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION (NOT ATTACHED TO SAMPLE, REFER TO APPENDIX C, REQUIRED FORMS)
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW (NOT ATTACHED TO SAMPLE, REFER TO APPENDIX D, REQUIRED NOTICES)
- J DEFAULTED PROPERTY TAX PROGRAM (NOT ATTACHED TO SAMPLE, REFER TO APPENDIX D, REQUIRED NOTICES)
- K BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)
- L INFORMATION SECURITY AND PRIVACY REQUIREMENTS
- M CONTRACTOR ACKNOWLEDGMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT
- N CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT
- O CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT
- P SERVICE LEVEL AND WARRANTY AGREEMENTS/SERVICE LEVELS AND PERFORMANCE STANDARDS

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

**CONTRACT BETWEEN
HOUSING AUTHORITY OF THE
HOUSING AUTHORITY OF LOS ANGELES
AND**

**FOR
PUBLIC HOUSING & SECTION 8 ADMINISTRATION SOFTWARE**

This Contract and Exhibits made and entered into this ____ day of _____, 2016 by and between the Housing Authority of the Los Angeles, hereinafter referred to as Housing Authority and _____, hereinafter referred to as Contractor, a _____, with its principal place of business at _____.

RECITALS

WHEREAS, Contractor is a _____ of a [web hosted or Housing Authority hosted] Public Housing & Section 8 Administration Software (Housing System) Solution and provides services related thereto;

WHEREAS, Housing Authority desires to enter into an agreement with Contractor, among other things, to obtain the right to access and use Contractor's Housing System, and to engage Contractor to (a) configure and implement the Housing System for use at the Housing Authority; (b) perform certain modifications and customizations to the Housing System necessary to meet Housing Authority's software solution necessary to meet Housing Authority's functional, technical and/or business requirements; and (c) perform other work as requested by the Housing Authority and agreed by Contractor, subject to the terms and conditions of this Agreement;

WHEREAS, Contractor has submitted a proposal to the Housing Authority for provision of such services and based upon the Request For Proposal process, Contractor has been selected for recommendation for award of such Contract; and

WHEREAS, on _____, the Board of Commissioners has authorized the Housing Authority to execute and administer this Contract.

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K and L are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work (Not attached to Sample, refer to Appendix B, Statement of Work)
- 1.2 EXHIBIT B - Pricing Schedule (Not attached to Sample, refer to Appendix C, Required Forms)
- 1.3 EXHIBIT C - Technical Exhibits (NOT ATTACHED TO SAMPLE)
- 1.4 EXHIBIT D - Contractor's EEO Certification (Not attached to Sample, refer to Appendix C, Required Forms)
- 1.5 EXHIBIT E - Housing Authority's Administration (Not attached to Sample)
- 1.6 EXHIBIT F - Contractor's Administration (Not attached to Sample)
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution (Not attached to Sample, refer to Appendix C, Required Forms)
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law (Not attached to Sample, refer to Appendix D, Required Notices)
- 1.10 EXHIBIT J - Defaulted Property Tax Reduction Program (Not attached to Sample, refer to Appendix D, Required Notices)
- 1.11 EXHIBIT K – Business Associate Agreement Under the Health Insurance Portability And Accountability Act of 1996 (HIPAA)
- 1.12 EXHIBIT L - Information and Security Requirements

- 1.12 EXHIBIT M - Contractor Acknowledgment, Confidentiality, And Copyright Assignment Agreement
- 1.13 EXHIBIT N - Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- 1.14 EXHIBIT O - Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- 1.15 EXHIBIT P - Service Level and Warranty Agreements/Service Levels and Performance Standards

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subparagraph 8.1 – Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

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

- 2.1 Additional Software:** Any function or module that is (i) not included in the System Software marketed by Contractor as of the effective date of the Contract, (ii) not related to the primary function for which the System Software is used by Housing Authority, and (iii) not otherwise to be provided to Housing Authority under this Contract as an Update to the System Software, which Contractor may provide upon Housing Authority's request therefor in the form of Optional Work in accordance with Sub-paragraph 3.8 (Optional Work).
- 2.2 Housing Authority Data:** All of the Housing Authority Confidential Information, data, records, and information of Housing Authority to which Contractor has access, or otherwise provided to Contractor under this Contract.
- 2.3 Housing Authority Project Director:** Person designated by Housing Authority with authority for Housing Authority on contractual or administrative matters relating to this Contract that cannot be resolved by the Housing Authority's Project Manager.
- 2.4 Housing Authority Project Manager:** Person designated by Housing Authority's Project Director to manage the operations under this Contract.
- 2.5 Contract:** This agreement executed between Housing Authority and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.
- 2.6 Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the Housing Authority.
- 2.7 Contractor Project Director:** The individual designated by the Contractor as principal officer to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor's Project Manager.

- 2.8 Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.9 Day(s):** Housing Authority business day(s), unless otherwise specified.
- 2.10 Deficiency:** Defects in design, development, implementation, materials and/or workmanship, errors, omissions, deviations from published and/or mutually agreed upon standards or Specifications under this Contract which result in the System not performing in strict compliance with the provisions of this Contract and the Specifications, as determined by Housing Authority Project Director, in Housing Authority Project Director's sole discretion.
- 2.11 Deliverable(s):** Whether singular or plural, shall mean items and/or services provided or to be provided by Contractor under this Contract identified as a deliverable, by designation, number, or context, in the Statement of Work, Exhibit, Attachment, Schedule, or any document associated with the foregoing, including numbered Deliverable(s) in Exhibit A (Statement of Work).
- 2.12 Documentation:** All of Contractor's training course materials, system specifications and technical manuals, and all other user instructions regarding the capabilities, operation, and use of the System, including, but not limited to, online help screens contained in the System, and any revisions, supplements, or updates thereto.
- 2.13 Final Acceptance:** The Housing Authority's written approval of the Housing System as more fully described in Statement of Work, Exhibit A.
- 2.14 Interface:** Either a computer program developed by, or licensed to, Housing Authority or Contractor to (a) translate or convert data from a Housing Authority or Contractor format into another format used at Housing Authority as a standard format; or (b) translate or convert data in a format used by Housing Authority or a third-party to a format supported at Housing Authority or vice versa.
- 2.15 Licensed Software:** Individually each, and collectively all, of the computer programs provided by Contractor under this Agreement (including Third-Party Products), including as to each such program, the processes and routines used in the processing of data, the object code, Interfaces to be provided hereunder by Contractor, and

Revisions, and any and all programs otherwise provided by Contractor under this Agreement. All Licensed Software and the components thereof shall be release versions, and shall not be test versions (e.g., alpha or beta test version), unless otherwise agreed to in writing by the Housing Authority.

- 2.16 Optional Work:** System Customizations and/or Professional Services, which may be provided by Contractor to Housing Authority upon Housing Authority's request and approval in accordance with Sub-paragraph 3.4.
- 2.17 Performance Requirements Summary (PRS):** Identifies the key performance indicators of the Contract that will be evaluated by the Housing Authority to assure the Contractor meets Contract performance standards.
- 2.18 Personally Identifiable Information:** Any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") §6801 et seq.).
- 2.19 Portal:** Customizable web-interface system that provides secure access to information, facilitates the collection of information and provides versatile functions to both internal staff and the external public.
- 2.20 Professional Services:** Services, including but not limited to, consulting services, additional training and/or customizations, which Contractor may provide upon Housing Authority's request therefore in the form of Optional Work in accordance with Sub-paragraph 3.4.
- 2.21 Quality Control Plan:** All necessary measures taken by the Contractor to ensure that the quality of service will meet the Contract requirements regarding timelines, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in the Statement of Work, Exhibit A.
- 2.22 Services:** Collectively, all functions, responsibilities, tasks, subtasks, deliverables, goods, and other services: (a) specifically

identified in the Statement of Work; (b) identified in this Contract as being Contractor's responsibility; and (c) otherwise necessary to comply with the terms of this Contract. Without increasing the scope of the Services, if any component task, subtask, service, or function is: (i) an inherent or necessary part of the Services defined in subparts (a), (b), or (c) of this Sub-paragraph; or (ii) a customary part of the Services defined in subparts (a), (b), or (c) of this Sub-paragraph, and not in conflict with Contractor's established methods of providing services; and, as to a service(s) within either subpart (i) and (ii) of this sentence above, is not specifically described in this Contract, then such service or function shall be deemed to be part of the Services. Any hardware and/or software provided to Housing Authority by Contractor pursuant to this Contract shall be deemed part of the Services.

- 2.23 Specifications:** Any and/or all of the following: (i) all functional and operational requirements and/or features included in the SOW; (ii) all requirements set forth in this Contract; (iii) the Documentation, to the extent not inconsistent with any of the foregoing; (iv) all specifications provided or made available by Contractor under this Contract, but only to the extent: (a) not inconsistent with any of the foregoing; and (b) acceptable to Housing Authority in its sole discretion; and (v) all written and/or electronic materials furnished or made available by or through Contractor regarding the System, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other System criteria or any element of the System, but only to the extent not inconsistent with any of the foregoing.
- 2.24 System or Housing System:** The System Software and Services, including all components and Documentation, collectively comprising the collections and accounts receivable system, as specified in the Contract.
- 2.25 System Customizations:** Collectively, System Enhancements, Additional Software and Programming Modifications.
- 2.26 System Software:** Individually each, and collectively all, of the computer programs provided by Contractor under this Contract, including as to each such program, the processes and routines used in the processing of data, the object code, Interfaces to be provided hereunder by Contractor, Updates, and any and all programs otherwise provided by Contractor under this Contract. All System Software and the components thereof shall be release

versions, and shall not be test versions (e.g., alpha or beta test version), unless otherwise agreed to in writing by Housing Authority.

- 2.27 Third Party Software:** All software and content licensed, leased or otherwise obtained by Contractor from a third-party, and used with System or used for the performance of the Services.
- 2.28 Update(s):** Changes to the System Software, including but not limited to: (a) a bug fix, patch, or redistribution of the System Software that corrects an error as well as addresses common functional and performance issues; (b) an aggregation of fixes, updates, or significant new features, functionality or performance improvements (sometimes accompanied by a change in the reference to the System Software such as a change in the number to the left of the period in the version numbering format X.XX); or (c) any modifications to the System Software designed to improve its operation, usefulness, or completeness that is made generally available by Contractor to its other customers.
- 2.29 Work Product:** All Deliverables and all concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, procedures, processes, and methods of doing business, and any other media, materials, plans, reports, project plans, work plans, documentation, training materials, and other tangible objects produced by Contractor under this Contract. However, Work Product does not include (a) any intellectual property, including, without limitation, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, utilities, routines, and tools, which may constitute or be contained in Work Product that was developed by Contractor prior to performance or independent of this Contract (“Background Intellectual Property”) or (b) the System Software or any modifications thereto made by Contractor.

3.0 SERVICES

- 3.1** The Contractor will provide and implement the System as specified in this Agreement. The Contractor will provide the Services, fulfill the

obligations to Housing Authority, produce and deliver the Deliverables, and retain the responsibilities set forth in this Agreement, and more specifically, Exhibit A (Statement of Work) and in accordance with Exhibit P (Service Levels and Performance Standards). Contractor shall provide the Services without causing a material disruption of Housing Authority's operations. If the Contractor provides any tasks, Deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the Housing Authority.

- 3.2** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein, including but not limited to Exhibit A – Statement of Work.
- 3.3** The Contractor agrees that the performance of work and Services pursuant to the requirements of this Contract shall conform to high professional standards as exist in the Contractor's profession or field of practice.
- 3.4** If the Contractor provides any tasks, Deliverables, goods, services, or other work other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the Housing Authority.
- 3.5 Training:** As part of the Services, Contractor shall provide the training to Housing Authority and its personnel set forth in Exhibit A (Statement of Work) at no additional charge to Housing Authority beyond the applicable training fees (**Training Fees**). In addition, Housing Authority may participate, at no additional charge, in any training seminars that may be held, at Contractor's discretion, for the benefit of all customers and/or licensees.
- 3.6 Support Service:** Contractor shall provide the support and maintenance services described in this Sub-paragraph 3.6 (Support Services) and Exhibit A (Statement of Work), including Exhibit P (Service Level and Performance Standards) (collectively, the "Support Services"). The Support Services shall commence on the Final Acceptance of the System. There shall be no additional charge to Housing Authority for on-site Support Services to remedy a breach of warranty, to correct a failure of the System to conform to

the Specifications, or to fulfill Contractor's obligations pursuant to this Sub-paragraph 3.6.

3.7 Hosting Services

During the term of this Contract, Contractor shall provide the Licensed Software by hosting the Licensed Software on its hardware, equipment or applicable tools at its facilities (**Hosting Services**) as set forth in this Contract and Exhibit A (Statement of Work). In providing the Hosting Services, Contractor shall achieve the service levels and performance standards set forth in Exhibit P (Service Level and Performance Standards) and this Contract (collectively, the **Hosting Service Level**).

3.7.1 Contractor represents and warrants that in connection with this Contract Contractor shall not deliver for installation on Housing Authority's systems any software or programming, whether created or developed by Contractor or a third party.

3.7.2 Contractor represents and warrants that during the term of this Contract Contractor will not withhold or suspend Hosting Services provided hereunder, for any reason, including but not limited to a dispute between the parties arising under this Contract.

3.8 Upon Housing Authority's written request and mutual approval pursuant to the terms of this Contract, Contractor shall provide Optional Work, including Additional Software, System Customizations and Professional Services, in accordance with this Sub-paragraph and Exhibit A – Statement of Work, at the applicable pricing terms set forth in Exhibit B - Pricing Schedule.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be one (1) year commencing upon approval by Housing Authority's Board of Commissioners (**Board**), unless sooner terminated or extended, in whole or in part, as provided in this Contract (**Contract Term**).

4.2 The Housing Authority shall have the sole option to extend the Contract Term for up to four (4) additional one-year (1) periods, for a maximum total Contract Term of five (5) years. Each such extension option may be exercised at the sole discretion of the Housing Authority as authorized by the Board. In the event the

Housing Authority desires to renew the Contract by exercising an option term, the Housing Authority shall provide Contractor with a written notice of intent to renew the Contract thirty (30) days prior to the expiration of the then current term of the Contract. The option to renew shall be set forth in writing, as provided in Subparagraph 8.1, Change Notices and Amendments. The Housing Authority maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the Housing Authority will exercise a Contract Term extension option.

- 4.3 The Contractor shall notify the Housing Authority Project Director when this Contract is within six (6) months of the expiration of the Contract Term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send a written notification to the Housing Authority Project Director at the address herein provided in Exhibit E - Housing Authority's Administration.

5.0 CONTRACT SUM

- 5.1 The Contractor shall submit to the Housing Authority on the 1st day of each month an invoice on a form approved by the Housing Authority for services rendered, as described in Attachment A, Statement of Work. Upon receipt and approval, the Housing Authority will pay the Contractor within thirty (30) days of receipt and approval of the invoice in accordance with Attachment B, Fee Schedule. The yearly amount of compensation under this Contract shall not exceed _____ Dollars, which shall include all related expenses (**Contract Sum**).
- 5.2 The Contractor shall be paid in accordance with the Housing Authority's standard accounts payable system.
- 5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the Housing Authority's express prior written approval.

5.4 The Contract Sum shown in Paragraph 5.1 and in accordance with the Fee Schedule – Exhibit B shall be deemed to include all amounts necessary for Housing Authority to reimburse Contractor for all applicable California and other state and local sales/use taxes on all System Software provided by Contractor to Housing Authority pursuant to or otherwise due as a result of this Contract, including, but not limited to, the product of as-needed Services and enhancements or changes to the System Software, 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 Housing Authority 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 Housing Authority from all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Contract 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 Housing Authority does not hold title.

5.5 No Payment for Services Provided Following Expiration/Termination of Contract

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

5.6 Invoices and Payments

5.6.1 The Contractor shall invoice the Housing Authority, monthly in arrears, only for providing the tasks, deliverables, goods, services, and other work specified in the SOW - Exhibit A and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the

Housing Authority under the terms of this Contract. The Contractor's payments shall be as provided in the Pricing Schedule - Exhibit B and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the Housing Authority. If Housing Authority does not approve work in writing no payment shall be due to the Contractor for that work. The making of any payment or payment by Housing Authority, or receipt thereof by the Contractor, shall not imply Final Acceptance (as defined in Exhibit A – SOW) by the Housing Authority of such items or the waiver of any warranties or requirements of this Contract.

5.6.2 The Contractor's invoices shall be priced in accordance with the Pricing Schedule - Exhibit B.

5.6.3 The Contractor's invoices shall be legible and contain the information set forth in the SOW - Exhibit A describing the tasks, deliverables, goods, services, and/or other work for which payment is claimed. Each monthly invoice shall include, at a minimum, the following information:

- Invoice date, unique invoice number, and the month and year when the service(s) was delivered.
- Contractor's Tax Identification Number and remittance address.
- Contract Name and Contract Number
- The tasks, subtasks, deliverables, goods, services or other work as described in Exhibit A – SOW and Exhibit B – Pricing Schedule for which payment is claimed.
- Each line item on the invoice should be numbered sequentially.

5.6.4 The Contractor shall submit the monthly invoices to the Housing Authority by the 15th calendar day of the month following the month of service.

5.6.5 All invoices and supporting documentation shall be submitted to:

- Email Address: _____; or
- Two copies to the following address:

5.6.6 The Housing Authority Project Manager shall contact the Contractor when a revised invoice is required. The Contractor shall notate “Revised” or “Corrected” on the corrected invoice, update the invoice date, and resubmit in accordance with Section 5.6.5. If the revised invoice uses a different invoice number, the revised invoice shall also reference the original invoice number.

5.6.7 Holdbacks

Housing Authority will hold back twenty percent (20%) of the amount of each invoice submitted by Contractor under this Contract and approved by Housing Authority pursuant to Paragraph 5.6, Invoices and Payments. With respect to (i) the work completed and delivered by Contractor prior to Final Acceptance in accordance with the project plan, the cumulative amount of such holdbacks shall be due and payable to Contractor upon Final Acceptance, and (ii) the work completed and delivered by Contractor via Change Notices or Amendments following Final Acceptance, the cumulative amount of the applicable holdbacks shall be due and payable to Contractor upon Housing Authority’s Acceptance of such work, all subject to adjustment of any amounts arising under this Contract owed to Housing Authority by Contractor, including, but not limited to, any amount arising from Paragraphs 5.6.9, Invoice Discrepancies, and any partial termination of any Task or Deliverable set forth in Exhibit A - Statement of Work provided herein.

5.6.8 Housing Authority Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the Housing Authority’s Project Manager prior to any payment thereof. In no event shall the Housing Authority be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such

approval take more than two weeks from receipt of properly prepared invoices by the Housing Authority. The Contractor shall submit a revised invoice when requested by the Housing Authority in accordance with Section 5.6.6.

5.6.9 Invoice Discrepancies

The Housing Authority's Project Director will review each invoice for any discrepancies and will, within sixty (60) 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 Housing Authority's notice of discrepancies and disputed charges. If the Housing Authority'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 Housing Authority, 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 in Paragraph 8.34.

6.0 ADMINISTRATION OF CONTRACT - HOUSING AUTHORITY HOUSING AUTHORITY ADMINISTRATION

A listing of all Housing Authority Administration referenced in the following subparagraphs is designated in Exhibit E - Housing Authority's Administration. The Housing Authority will notify the Contractor in writing of any change in the names or addresses shown.

Housing Authority Personnel

Housing Authority shall assign a Project Director and a Project Manager to provide overall management and coordination of the Contract and act as liaisons for the Housing Authority. The Housing Authority Project Director shall provide information to the Contractor in areas relating to policy and procedural requirements and the Housing Authority Project Manager will monitor the Contractor's performance during the Term of the Contract. Housing Authority will inform the Contractor in writing of the name, address, and telephone number of the individuals designated to act as Project Director and Project Manager, or any alternate identified in Exhibit E -

Housing Authority's Administration, of this Contract at the time the Contract is executed and notify the Contractor as changes occur.

6.1 HOUSING AUTHORITY'S PROJECT DIRECTOR

6.1.1 The Housing Authority's Project Director is designated in Exhibit E – Housing Authority's Administration. The Housing Authority shall contact the Contractor in writing of any changes in the name or address of the Housing Authority's Project Director.

6.1.2 The Housing Authority's Project Director shall be responsible for ensuring that the objectives of this Contract are met and determining Contractor's compliance with the Contract and inspecting all tasks, deliverable, goods, services, or other work provided by or on behalf of Contractor.

6.1.3 The Housing Authority's Project Director is responsible for providing overall direction to Contractor in the areas relating to the Housing Authority policy, information requirements, and procedural requirements.

6.1.4 The Housing Authority's Project Director is not authorized to make any changes in any of the terms and conditions of this Contract, except as permitted in accordance with Subparagraph 8.1, Change Notices and Amendments, and is not authorized to further obligate the Housing Authority in any respect whatsoever.

6.2 HOUSING AUTHORITY'S PROJECT MANAGER

6.2.1 The responsibilities of the Housing Authority's Project Manager includes:

- As needed, requesting meetings with the Contractor's Project Manager; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

6.2.2 The Housing Authority's Project Manager is not authorized to make any changes in any of the terms and conditions of

this Contract and is not authorized to further obligate the Housing Authority in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

Contractor Personnel

The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

The Contractor shall be required to background check its employees as set forth in Subparagraph 7.6, Background and Security Investigations, of this Contract.

7.1 Contractor's Project Director

7.1.1 The Contractor's Project Director shall be a full-time employee of the Contractor. The Contractor's Project Director shall be the principal officer in the Contractor's office to service the Contract and to act as a liaison for the Contractor in coordinating the performance under the Contract. Housing Authority must be provided in writing with the name, address, and telephone number of the individual designated to act as the Project Director or any alternate identified in Exhibit F – Contractor's Administration, and provide a current copy of the person's resume at the time the Contract is executed and notify Housing Authority as changes occur.

7.1.2 The Contractor's Project Director shall be responsible for the Contractor's performance of all tasks, deliverables, goods, services or other work provided by or on behalf of the Contractor and ensuring Contractor's compliance with this Contract.

7.1.3 The Contractor's Project Director shall be available to meet and confer with the Housing Authority's Project Director on an as needed basis, either in person or by telephone as mutually agreed by the parties, to review Contract performance and discuss Contract coordination. Such meetings shall be conducted at a time and place as mutually agreed by the parties.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the Housing Authority in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor shall assign a Project Manager to act as liaison for the Contractor and have full authority to act on behalf of the Contractor in all matters related to the daily operation of the contract. The Project Manager shall be available on a daily basis Monday through Friday during the hours of 7:00 a.m. and 4:00 p.m. (Pacific Time) for telephone contact and to meet with Housing Authority personnel regarding the operation of the Contract.

7.3 Notice of Personnel Changes

The Contractor shall inform the Housing Authority Project Director in writing of the names, addresses, and telephone numbers of the individuals designated to act as Project Manager at the time the Contract is implemented and as changes occurs during the term of the Contract. Such notification shall be made by the Contractor no later than five (5) days after a change occurs and shall include a current resume for the new person. The Housing Authority shall have the right to approve the assignment or replacement of any personnel recommended by the Contractor.

7.4 Approval of Contractor's Staff

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

7.5 Contractor's Staff Identification

7.5.1 The Contractor shall provide adequate staff to complete the Services.

7.5.2 The Contractor shall provide all staff assigned to this Contract with a photo identification badge when on the Housing Authority premises in accordance with the Housing Authority specifications. Specifications may change at the discretion of the Housing Authority and the Contractor will be provided new specifications as required. The format and content of the badge is subject to the Housing Authority's approval prior to the Contractor implementing the use of the

badge. The Contractor staff, while on duty or when entering a Housing Authority facility or its grounds, shall prominently display the photo identification badge on the upper part of the body. Contractor personnel may be asked by a Housing Authority representative to leave a Housing Authority facility if they do not have the proper Housing Authority ID badge on their person and Contractor personnel must immediately comply with such request.

7.5.3 The Contractor shall notify the Housing Authority within one day when staff is terminated from working under this Contract. The Contractor shall retrieve and immediately destroy the staff's Housing Authority photo identification badge at the time of removal from the Contract.

7.5.4 If the Housing Authority requests the removal of the Contractor's staff, the Contractor is responsible to retrieve and immediately destroy the Contractor's staff's Housing Authority photo identification badge at the time of removal from working on the Contract.

7.6 Background and Security Investigations

7.6.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of the Housing Authority, a background investigation as a condition of beginning and continuing to work under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice (**DOJ**) to include state, local, and federal-level review which may include, but not limited to, criminal conviction information. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and perjury, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, and job-related misdemeanor convictions. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of the Contractor's staff passes or fails the background investigation.

7.6.2 A member of Contractor's staff shall not begin to perform services under the Contract until he/she has successfully

passed a background investigation to the satisfaction of the Housing Authority. During the term of the Contract, if the Housing Authority receives a subsequent disqualifying factor for a member of the Contractor's staff, the Housing Authority shall request that the member of the Contractor's staff be immediately removed from performing services under the Contract. Contractor shall comply with Housing Authority's request. The Housing Authority will request the Contractor to advise the Contractor's staff member who did not pass the background investigation or who received a subsequent disqualifying factor to contact the Housing Authority immediately to receive a copy of the Criminal Offender Record Information obtained from the DOJ through the Housing Authority's background investigation.

- 7.6.3** The Housing Authority may request that Contractor's employee(s) be immediately removed from working on this Contract at any time during the term of the Contract.
- 7.6.4** The Housing Authority, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass an investigation to the satisfaction of the Housing Authority or whose background or conduct is incompatible with Housing Authority facility access.
- 7.6.5** Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.6 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.6.6** The Contractor shall provide background investigation check updates for all employees in accordance with this Paragraph 7.6 and when changes occur in staffing or as requested by the Housing Authority. Contractor shall not allow employees to work on any job for the Housing Authority prior to successfully passing the background investigation. In addition, if the Housing Authority finds that a member of the Contractor's staff, who has not passed the background investigation, is dispatched to perform services under the Contract, the Contractor shall immediately remove the staff member upon request of the Housing Authority.

7.6.7 Following a Contractor staff's clearance, when applicable, the Housing Authority will notify Contractor of any subsequent background results affecting the Contractor staff's ability to work under this Contract.

7.7 Confidentiality

7.7.1 The Contractor shall maintain the confidentiality of all records and information, including but not limited to, billing and sensitive financial information, Housing Authority records, data and information, Personally Identifiable Information, Housing Authority Data, any information relating to Housing Authority's customers, users, patients, partners, or personnel, and any other data, records and information received, obtained and/or produced under the provisions of this Contract (**Housing Authority Confidential Information**) in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, the Housing Authority policies concerning information technology security and the protection of confidential records and information.

7.7.2 Contractor agrees that all information supplied by its affiliates and agents to the Housing Authority including, without limitation, (a) any information relating to Housing Authority's customers, patients, business partners, or personnel; (b) Personally Identifiable Information; and (c) Protected Health Information, as specified in Exhibit K (**Business Associate Agreement**), will be deemed confidential and proprietary to the Housing Authority, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary".

7.7.3 The Contractor's employees may use data received from the Housing Authority only to perform functions as defined by this Contract.

7.7.4 Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Housing Authority are allowable. Any other use or disclosure of data received requires the

express approval in writing from the Housing Authority. No work shall duplicate, disseminate or disclose any data except as allowed in this Contract.

7.7.5 Access to data received from the Housing Authority shall be restricted only to workers who need the data to perform their official duties in the performance of this Contract.

7.7.6 Contractor employees who access, disclose or use the data for a purpose not authorized by this Contract may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

7.7.7 The Contractor shall indemnify, defend, and hold harmless the Housing Authority, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs, and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.7, as determined by the Housing Authority in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 7.7 shall be conducted by the Contractor and performed by the Counsel selected by the Contractor and approved by the Housing Authority. Notwithstanding the preceding sentence, the Housing Authority shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide Housing Authority with a full and adequate defense, as determined by the Housing Authority in its sole judgment, the Housing Authority shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all costs and expenses incurred by the Housing Authority in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the Housing Authority without the Housing Authority's prior written approval.

- 7.7.8** The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.7.9** The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.7.10** The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement", Exhibit M.
- 7.7.11** The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit N.
- 7.7.12** The Contractor shall adhere to the "Information Security and Privacy Requirements" set forth in Exhibit L.
- 7.7.13** The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit O.
- 7.7.14** During the Contract Term, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the Housing Authority Project Director whenever changes in personnel occur.
- 7.7.15** All of the Housing Authority Data is deemed confidential, and shall be and remain the property of Housing Authority and Housing Authority shall retain exclusive rights and ownership thereto. The Housing Authority Data shall not be used by Contractor for any purpose other than as required under this Contract, nor shall such data or any part of such data be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.
- 7.7.16** In connection with this Contract and performance of the Services, Contractor may be provided or obtain, from

Housing Authority or otherwise, Personally Identifiable Information, pertaining to Housing Authority's current and prospective personnel, directors and officers, agents, subcontractors, patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this Contract and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the Services. Without limiting any other warranty or obligation specified in this Contract, and in particular the confidentiality provisions of this Sub-Paragraph 7.7, Confidentiality, during the Contract Term and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise transfer any Personally Identifiable Information to any third party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by Housing Authority. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Contract, (b) Housing Authority's then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection). Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGE NOTICES AND AMENDMENTS

8.1.1 The Housing Authority reserves the right to initiate change notices that either (i) **do not affect** the Contract Term or Contract Sum or payments and do not materially alter the Contract, or (ii) for any expenditure of Pool Dollars (**Change**

Notice). All such changes shall be executed with a Change Notice to this Contract signed by the Contractor and by the Housing Authority's Project Director. For any Optional Work requested by Housing Authority, following agreement on the scope of such Optional Work, a Change Notice shall be prepared and executed by each of: (a) the Housing Authority's Project Director or designee, and (b) Contractor's authorized representative(s); provided that any Change Notice for Optional Work shall additionally require written approval of County Counsel. Housing Authority is specifically authorized to execute Change Notices for expenditure of Pool Dollars for acquisition of Optional Work under the Contract. Any requests for the expenditure of Pool Dollars must be approved in writing by the Housing Authority's Project Director.

- 8.1.2** For any change, which affects the Contract Sum and/or SOW that does not materially alter the Contract, an Amendment to this Contract shall be prepared and executed by the Contractor and by the Executive Director or his/her designee, provided County Counsel approval is obtained prior to execution of such Amendment(s).
- 8.1.3** For any change which affects the Contract Term, the Contract Sum and/or SOW under this Contract, that materially alters the Contract, an Amendment to this Contract shall be prepared and executed by the Contractor and by the Board or its authorized designee.
- 8.1.4** The Housing Authority's Board or Executive Director or his designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The Housing Authority reserves the right to add and/or change such provisions as required by the Housing Authority's Board or Executive Director. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Executive Director or his designee.
- 8.1.5** The Executive Director or his designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. For the exercise of the Housing Authority's additional optional one-year period extensions, a written notice shall be prepared and signed by the Executive Director or his/her designee and delivered to

the Contractor prior to the expiration of the then current Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1** The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of Housing Authority, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, the Housing Authority's consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Housing Authority to any approved delegatee or assignee on any claim under this Contract shall be deductible, at Housing Authority's sole discretion, against the claims, which the Contractor may have against the Housing Authority.
- 8.2.2** 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 Contract, such disposition is an assignment requiring the prior written consent of Housing Authority in accordance with applicable provisions of this Contract.
- 8.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without Housing Authority's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, Housing Authority shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 WARRANTIES

- 8.3.1** The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
- 8.3.2** The Services will be performed in a professional, competent, and timely manner by appropriately qualified Contractor personnel in accordance with this Contract and consistent with industry best practices.
- 8.3.3** The System shall conform to the Specifications and requirements set forth in this Contract without material deviations for the period commencing upon the effective date of the Contract and continuing through the expiration or termination of Maintenance and Support Services (**Warranty Period**). Contractor shall institute quality controls, including suitable testing procedures if any, to ensure that the System complies with the Specifications in a manner consistent with the highest applicable industry standards. Upon the Housing Authority's reasonable request, the Housing Authority shall have the right to review Contractor's quality controls in order to verify and/or improve the quality of the System. There is no existing pattern or repetition of customer complaints regarding the System Software, including functionality or performance issues, and that Contractor's engineers have not currently identified any repeating adverse impact on the System Software, including functionality or performance, for which the root cause is believed to be a flaw or defect in the System Software.
- 8.3.4** Contractor represents and warrants that Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the System or any component 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 Housing Authority's Confidential Information or of causing

any unplanned interruption of the operations of, or accessibility of the System or any component to Housing Authority or any user or which could alter, destroy, or inhibit the use of the System or any component, or the data contained therein (collectively, **Disabling Device(s)**), which could block access to or prevent the use of the System or any component by Housing Authority or users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any System component provided to Housing Authority under this Contract, nor shall Contractor knowingly permit any subsequently delivered or provided System component to contain any Disabling Device. In addition, Contractor shall prevent viruses from being incorporated or introduced into the System or Updates thereto prior to the installation onto the System and shall prevent any viruses from being incorporated or introduced in the process of Contractor's performance of on-line support.

- 8.3.5** To the best of Contractor's knowledge, Housing Authority's permitted use of the System will not infringe the intellectual property rights of any third party.
- 8.3.6** There is no pending or threatened litigation that would have a material adverse impact on its performance under the Contract. In addition, Contractor also represents and warrants that based on pending actions, claims, disputes, or other information, Contractor has no knowledge of a failure of the System Software to perform in accordance with the Specifications.
- 8.3.7** To the extent permissible under the applicable third party Contracts, Contractor hereby assigns and agrees to deliver to Housing Authority all representations and warranties received by Contractor from its third party licensors and suppliers, including hardware vendors.
- 8.3.8** During the Contract Term, Contractor shall not subordinate this Contract or any of its rights hereunder to any third party without the prior written consent of Housing Authority, and without providing in such subordination instrument for non-disturbance of Housing Authority's use of the System (or any part thereof) in accordance with this Contract. This Contract and the System Software licensed or acquired herein, are

neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors. Housing Authority is entitled to use the System without interruption. As of the date furnished, no statement contained in writing in the response to the request for proposals for the System contains any untrue statements about the prior experience or corporate description of Contractor, or omits any fact necessary to make such statement not misleading.

8.3.9 Housing Authority's remedies under the Contract for the breach of the warranties set forth in this Contract will include, but not be limited to, the repair or replacement by Contractor, at its own expense, of the non-conforming System Software and other corrective measures afforded to Housing Authority by Contractor under this Contract.

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

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

8.5.1 Within ten business days after the Contract effective date, the Contractor shall provide the Housing Authority with the Contractor's policy for receiving, investigating and responding to user complaints.

- 8.5.2** The Housing Authority will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3** If the Housing Authority requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for Housing Authority's approval.
- 8.5.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the Housing Authority for approval before implementation.
- 8.5.5** The Contractor shall preliminarily investigate all complaints and notify the Housing Authority's Contract Administrator of the status of the investigation within five business days of receiving the complaint.
- 8.5.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7** Copies of all written responses shall be sent to the Housing Authority's Contract Administrator within three business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1** In the performance of this Contract, Contractor 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 Contract are hereby incorporated herein by reference.
- 8.6.2** Contractor shall indemnify, defend, and hold harmless Housing Authority, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting, and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures as determined

by Housing Authority in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by the Counsel selected by Contractor and approved by Housing Authority. Notwithstanding the preceding sentence, Housing Authority 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 Housing Authority with a full and adequate defense, as determined by Housing Authority in its sole judgment, Housing Authority shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by Housing Authority 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 Housing Authority without Housing Authority's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D, Contractor's EEO Certification.

8.8 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

8.9 AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

8.10 EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965,

and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Housing Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Housing Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Housing Authority, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8.11 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.11.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (**Jury Service Program**) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.11.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this

subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.12 CONFLICT OF INTEREST

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

influence the Housing Authority's approval or ongoing evaluation of such work.

8.12.2 The 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 Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the Housing Authority. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

8.13 CONSIDERATION OF HIRING HOUSING AUTHORITY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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

8.14 SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED

8.14.1 The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

8.14.2 The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to

this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

- 8.14.3** The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 8.14.4** The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- 8.14.5** The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
- 8.14.6** Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

8.14.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8.15 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.15.1 Responsible Contractor

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

8.15.2 Chapter 2.202 of the County Code

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

8.15.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a Term of a Contract with the County or a nonprofit corporation created by the

County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.15.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years,

submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.15.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of the County Contractors.

8.16 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S

COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

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

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

8.18 HOUSING AUTHORITY'S QUALITY ASSURANCE PLAN

The Housing Authority or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards.

The Contractor deficiencies which the Housing Authority determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the Housing Authority and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.19 DAMAGE TO HOUSING AUTHORITY FACILITIES, BUILDINGS, OR GROUNDS

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

8.19.2 If the Contractor fails to make timely repairs, Housing Authority may make any necessary repairs. All costs incurred by Housing Authority, as determined by Housing Authority, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.20 EMPLOYMENT ELIGIBILITY VERIFICATION

8.20.1 The Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

8.21 FACSIMILE REPRESENTATIONS

The Housing Authority and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and/or Change Notices prepared pursuant to Subparagraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and/or Change Notices to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.22 FAIR LABOR STANDARDS

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

8.23 FORCE MAJEURE

8.23.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without

any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure event(s)").

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

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

8.23.4 In the event a force majeure event continues for more than five (5) business days, Housing Authority may terminate this Contract by providing written notice to Contractor. Notwithstanding the foregoing, a force majeure event will not relieve Contractor of its obligations under Attachment 2 to Exhibit A - Statement of Work and Sub-Paragraph 7.7 (Confidentiality).

8.24 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.25 INDEPENDENT CONTRACTOR STATUS

8.25.1 This Contract is by and between the Housing Authority and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant,

employee, partnership, joint venture, or association, as between the Housing Authority and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.25.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The Housing Authority shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.25.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the Housing Authority. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.25.4 The Contractor shall adhere to the provisions stated in Subparagraph 7.7 - Confidentiality.

8.26 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Housing Authority, Community Development Commission of the County of Los Angeles (**Commission**), County of Los Angeles (**County**), and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as **Liabilities**), that arise out of, pertain to, or relate to the Contractor's acts, errors, or omissions, except to the extent caused by the sole negligence or willful misconduct of the Housing Authority, Commission, or County. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration

of this Contract. The Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Housing Authority, Commission, and County, as applicable to each of them.

8.26.1 General Indemnification. The Contractor shall indemnify, defend, and hold harmless the Housing Authority, its Special Districts, elected and appointed officers, employees, agents, and volunteers (**Housing Authority Indemnitees**) from and against any and all liability including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the Housing Authority Indemnitees.

8.26.2 Intellectual Property Indemnification. Contractor shall indemnify, hold harmless, and defend Housing Authority, its officers, employees, and agents, 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 and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent, copyright, or other Intellectual Property Right, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the Licensed Software, Third Party Products, Services, Background Intellectual Property, Work Product, and/or Deliverables (collectively, the **Indemnified Items**) (collectively referred to for purposes of this Sub-paragraph as **Infringement Claim(s)**), provided that the Indemnified Item has not been altered, revised, or modified by Housing Authority in a manner that causes the alleged infringement. Notwithstanding the foregoing, Contractor shall have no indemnity obligation for infringement claims arising from (A) the development of custom software code required by Housing Authority and based on specifications provided by Housing Authority when Contractor has advised Housing Authority of potential infringement in writing; (B) use of the Indemnified Items in excess of the rights granted hereunder; or (C) Housing Authority's failure to implement an update or enhancement to the Indemnified Items, provided Contractor provides the update or enhancement at no additional charge to Housing Authority and provides County with written notice that

implementing the update or enhancement would avoid the infringement. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the foregoing, Housing Authority shall have the right to participate in any such defense at its sole cost and expense.

8.26.3 Patent, Copyright and Trade Secret Indemnification. The Contractor shall indemnify, hold harmless and defend Housing Authority from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's System and/or Services under this Contract. Housing Authority shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

8.26.4 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that Housing Authority's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that Housing Authority's continued use of the system is not materially impeded, shall either: (a) Procure for Housing Authority all rights to continued use of the questioned equipment, part, or software product; or (b) Replace the questioned equipment, part, or software product with a non-questioned item; or (c) Modify the questioned equipment, part, or software so that it is free of claims.

8.26.5 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended as set forth in the Documentation.

8.27 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of Housing Authority, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.27 and 8.28 of this Contract. These minimum insurance coverage terms, types, and limits (**Required Insurance**) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The Housing Authority in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.27.1 Evidence of Coverage and Notice to Housing Authority

- Certificate(s) of insurance coverage (Certificate) satisfactory to Housing Authority, and a copy of an Additional Insured endorsement confirming Housing Authority and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to Housing Authority at the address shown below and provided 15 business days prior to commencing services under this Contract.
- Renewal Certificates shall be provided to Housing Authority not less than ten days prior to Contractor's policy expiration dates. The Housing Authority reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Authorities) 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 Housing Authority required endorsement forms.

- Neither the Housing Authority's failure to obtain, nor the Housing Authority's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the 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:

Housing Authority of the
County of Los Angeles

Contractor also shall promptly report to Housing Authority any injury, or property damage accident, or incident, including any injury to a Contractor employee occurring on Housing Authority property, and any loss, disappearance, destruction, misuse, or theft of Housing Authority property, monies or securities entrusted to the Contractor.

The Contractor also shall promptly notify the Housing Authority of any third party claim or suit filed against the Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or the Housing Authority.

8.27.2 Additional Insured Status and Scope of Coverage

The Housing Authority, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively **Housing Authority 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 Housing Authority. Housing Authority and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the Housing Authority. The full policy limits and scope of protection also shall apply to the Housing

Authority and its Agents as an additional insured, even if they exceed the Housing Authority's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.27.3 Cancellation of or Changes in Insurance

The Contractor shall provide the Housing Authority with, or the Contractor's insurance policies shall contain a provision that the Housing Authority 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 the Housing Authority at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the Housing Authority, upon which the Housing Authority may suspend or terminate this Contract.

8.27.4 Failure to Maintain Insurance

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

8.27.5 Insurer Financial Ratings

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

8.27.6 Contractor's Insurance Shall Be Primary

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

8.27.7 Waivers of Subrogation

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

8.27.8 Sub-Contractor Insurance Coverage Requirements

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

8.27.9 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies shall not obligate the Housing Authority to pay any portion of any Contractor deductible or SIR. The Housing Authority retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the Housing Authority, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses.

Such bond shall be executed by a corporate surety licensed to transact business in the state of California.

8.27.10 Claims Made Coverage

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

8.27.11 Application of Excess Liability Coverage

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

8.27.12 Separation of Insureds

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.

8.27.13 Alternative Risk Financing Programs

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

8.27.14 Housing Authority Review and Approval of Insurance Requirements

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

8.28 INSURANCE COVERAGE

8.28.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01),

naming Housing Authority and its Agents as an additional insured, with limits of not less than:

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

The Housing Authority, Commission, County, and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as the "Public Agencies and their Agents"), shall be named as additional insureds for contractor's work on such policy.

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

8.28.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Housing Authority as the Alternate Employer, and the endorsement form shall be modified to provide that Housing Authority 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.

8.28.4 Professional Liability/Errors and Omissions

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

8.28.5 Technology Errors and Omissions

Insurance, including coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis (2) systems programming (3) data processing (4) systems integration (5) outsourcing including outsourcing development and design (6) systems design, consulting, development and modification (7) training services relating to computer software or hardware (8) management, repair and maintenance of computer products, networks and systems (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits not less than \$10 million.

8.28.6 Privacy/Network Security (Cyber)

Liability coverage providing protection for first and third party claims in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. Such policy shall cover against liability, including, but not limited to, for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of \$5,000,000. Such policy shall not include any exclusions or restrictions for any of the following: (a) unencrypted devices/media, whether portable or not; (b) breaches that occur while confidential information is in the custody, care, protection, or

control of a third party; (c) data recovery costs, including, but not limited to the costs to update, upgrade, repair, replace, improve, or maintain the computer system and anything related thereto; (d) coverage for corporations, limited liability companies, partnerships, or joint ventures; (e) geographical limitations on the policy, such as outside of the principal place of business; (f) payment card industry liability; or (g) costs of responding to government regulations.

8.29 LIQUIDATED DAMAGES

8.29.1 If, in the judgment of the Housing Authority, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Housing Authority, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the Housing Authority, will be forwarded to the Contractor by the Executive Director, or his/her designee, in a written notice describing the reasons for said action.

8.29.2 If the Executive Director, or his designee, determines that there are Deficiencies in the performance of this Contract that the Executive Director, or his designee, deems are correctable by the Contractor over a certain time span, the Executive Director, or his designee, will provide a written notice to the Contractor to correct the Deficiency within specified time frames. Should the Contractor fail to correct Deficiencies within said time frame, the Executive Director, or his designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix B (Statement of Work), Exhibit 1, hereunder, and that the Contractor shall be liable to the

Housing Authority for liquidated damages in said amount. Said amount shall be deducted from the Housing Authority's payment to the Contractor; and/or (c) Upon giving five days' notice to the Contractor for failure to correct the Deficiencies, the Housing Authority may correct any and all Deficiencies and the total costs incurred by the Housing Authority for completion of the work by an alternate source, whether it be the Housing Authority forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor (or invoiced to the Contractor if no payment is due) from the Housing Authority, as determined by the Housing Authority.

8.29.3 The action noted in Subparagraph 8.29.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the Housing Authority cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.29.4 This subparagraph shall not, in any manner, restrict or limit the Housing Authority's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.29.2, and shall not, in any manner, restrict or limit the Housing Authority's right to terminate this Contract as agreed to herein.

8.30 MOST FAVORED PUBLIC ENTITY

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

8.31 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

- 8.31.2** The Contractor shall certify to, and comply with the provisions of Exhibit D, Contractor's EEO Certification.
- 8.31.3** The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- 8.31.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.31.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and state laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.31.6** The Contractor shall allow the Housing Authority representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.31 when so requested by the Housing Authority.
- 8.31.7** If the Housing Authority finds that any provisions of this Subparagraph 8.31, have been violated, such violation shall constitute a material breach of this Contract upon which the Housing Authority may terminate or suspend this Contract.

While the Housing Authority reserves the right to determine independently that the anti-discrimination provisions of this

Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or state anti-discrimination laws or regulations shall constitute a finding by the Housing Authority that the Contractor has violated the anti-discrimination provisions of this Contract.

8.31.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the Housing Authority shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

8.32 NON EXCLUSIVITY

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

8.33 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.34 DISPUTE RESOLUTION PROCEDURE

It is the intent of the parties that all disputes arising under this Contract be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the disputed issue. The parties understand and agree that the procedures outlined in this Paragraph are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective managers. Accordingly, for purposes of the procedures set forth in this paragraph, a "dispute" shall mean any action, dispute, claim, or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Contract.

- 8.34.1** Contractor and Housing Authority agree to act with urgency to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Sub-Paragraph 8.34 (such provisions shall be collectively referred to as the **Dispute Resolution Procedure**). Time is of the essence in the resolution of disputes.
- 8.34.2** Contractor and Housing Authority agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which Housing Authority determines should be delayed as a result of such dispute.
- 8.34.3** If Contractor fails to continue without delay its performance hereunder which Housing Authority, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or Housing Authority as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against Housing Authority for such costs. Contractor shall promptly reimburse Housing Authority for such Housing Authority costs, as determined by Housing Authority, or Housing Authority may deduct all such additional costs from any amounts due to Contractor from Housing Authority.
- 8.34.4** If Housing Authority fails to continue without delay to perform its responsibilities under this Contract which Housing Authority determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or Housing Authority as a result of Housing Authority's failure to continue to so perform shall be borne by Housing Authority, and Housing Authority shall make no claim whatsoever against Contractor for such costs. Housing Authority shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by Housing Authority.
- 8.34.5** In the event of any dispute between the parties with respect to this Contract, Contractor and Housing Authority shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

- 8.34.6** 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.
- 8.34.7** 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 president or equivalent and the Executive Director, or his designee. These persons shall have ten (10) days to attempt to resolve the dispute.
- 8.34.8** In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Contract and/or its rights and remedies as provided by law.
- 8.34.9** All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Sub-Paragraph 8.34, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.
- 8.34.10** Notwithstanding any other provision of this Contract, Housing Authority's right to terminate this Contract or to seek injunctive relief to enforce the provisions of Sub-Paragraph 7.7, Confidentiality, shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of Housing Authority's rights and shall not be deemed to impair any claims that Housing Authority may have against Contractor or Housing Authority's rights to assert such claims after any such termination or such injunctive relief has been obtained.
- 8.34.11** Contractor shall bring to the attention of the Housing Authority's Project Manager and/or Housing Authority's Project Director any dispute between the Housing Authority

and the Contractor regarding the performance of services as stated in this Contract.

8.35 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees and shall require each Subcontractor to notify its employees that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in the Internal Revenue Service Notice No. 1015.

8.36 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, 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 Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.37 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - Housing Authority's Administration and F, Contractor's Administration. Addresses may be changed by either party giving ten days prior written notice thereof to the other party. The Executive Director, or his designee shall have the authority to issue all notices or demands required or permitted by the Housing Authority under this Contract.

8.38 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.39 PUBLIC RECORDS ACT

8.39.1 Any documents submitted by the Contractor; all information obtained in connection with the Housing Authority's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subparagraph 8.41, Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the Housing Authority. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6255, et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The Housing Authority shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.40 PUBLICITY

8.40.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the Housing Authority shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the Contract Term, the Contractor shall not, and shall not authorize another to, publish or disseminate

any commercial advertisements, press releases, feature articles, or other materials using the name of the Housing Authority without the prior written consent of the Housing Authority's Project Director. The Housing Authority shall not unreasonably withhold written consent.

8.40.2 The Contractor may, without the prior written consent of Housing Authority, indicate in its proposals and sales materials that it has been awarded this Contract with the Housing Authority of Los Angeles, provided that the requirements of this Subparagraph 8.40 shall apply.

8.41 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the Housing Authority, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information shall be kept and maintained by the Contractor and shall be made available to the Housing Authority during the term of this Contract and for a period of five years thereafter unless the Housing Authority's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the Housing Authority's option, the Contractor shall pay the Housing Authority for travel, per diem, and other costs incurred by the Housing Authority to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.41.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or state auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless

otherwise provided by applicable federal or state law or under this Contract. Subject to applicable law, the Housing Authority shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.41.2 Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 8.41 shall constitute a material breach of this Contract upon which the Housing Authority may terminate or suspend this Contract.

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

8.41.4 Financial Statements: Beginning one year after the effective date of this Contract and every year thereafter until the expiration of this Contract, the Contractor shall submit to the Housing Authority a complete set of financial statements, audited if available, for the 12 month period. Such statements shall, at a minimum, include a Balance Sheet (Statement of Financial Position) and Income Statement (Statement of Operations). In addition, the Contractor shall submit a statement regarding any pending litigation since Contractor last reported same to the Housing Authority. The Housing Authority reserves the right to request these audited financial statements on a more frequent basis and will so notify Contractor in writing. All financial statements will be

kept confidential, only if stamped or marked as confidential on each page of the financial statement.

8.42 RECYCLED BOND PAPER

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

8.43 SUBCONTRACTING

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

8.43.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the Housing Authority's request:

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

8.43.3 The Contractor shall indemnify, defend, and hold the Housing Authority harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.43.4 The Contractor shall remain fully responsible for all performances required of it under this Contract including those that the Contractor has determined to subcontract, notwithstanding the Housing Authority's approval of the Contractor's proposed subcontract.

8.43.5 The Housing Authority's consent to subcontract shall not waive the Housing Authority's right to prior and continuing approval of any and all personnel, including Subcontractor

employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this Housing Authority right.

8.43.6 The Housing Authority’s Project Manager is authorized to act for and on behalf of the Housing Authority with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the Housing Authority, Contractor shall forward a fully executed subcontract to the Housing Authority for their files.

8.43.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the Housing Authority’s consent to subcontract.

8.43.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the Housing Authority from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Housing Authority of the
County of Los Angeles

Before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 8.17, Contractor’s Warranty of Adherence to the County’s Child Support Compliance Program, or if Contractor is located or has its principal place of business outside the state of California, compliance to the Child Support Program in the state where it is domiciled or has its principal place of business shall constitute default under this Contract. Without limiting the rights and remedies available to the Housing Authority under any

other provision of this Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the Housing Authority may terminate this Contract pursuant to Subparagraph 8.46, Termination for Default, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.45 TERMINATION FOR CONVENIENCE

8.45.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the Housing Authority, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.45.2 After receipt of a notice of termination and except as otherwise directed by the Housing Authority, the Contractor shall:

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

8.45.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Subparagraph 8.41, Record Retention and Inspection/Audit Settlement.

8.46 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract; or

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

8.46.2 In the event that the Housing Authority terminates this Contract in whole or in part as provided in Subparagraph 8.46.1, the Housing Authority may procure, upon such terms and in such manner as the Housing Authority may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the Housing Authority for any and all excess costs incurred by the Housing Authority, as determined by the Housing Authority, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this subparagraph.

8.46.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.46.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the Housing Authority in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor

to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.46.4 If after the Housing Authority has given notice of termination under the provisions of this Subparagraph 8.46, it is determined by the Housing Authority that the Contractor was not in default under the provisions of this Subparagraph 8.46, or that the default was excusable under the provisions of Subparagraph 8.46.6, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.45 - Termination for Convenience.

8.46.5 The rights and remedies of the Housing Authority provided in this Subparagraph 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.48 TERMINATION FOR INSOLVENCY

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

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

8.48.2 The rights and remedies of the Housing Authority provided in this Subparagraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 SOURCE AND APPROPRIATION OF FUNDS

The Housing Authority's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Housing Authority will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

8.50 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.51 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the Housing Authority shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the Housing Authority's future fiscal years unless and until the Housing Authority's Board of Supervisors appropriates funds for this Contract in the Housing Authority's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The Housing Authority shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.52 EFFECT OF TERMINATION

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

to Housing Authority any and all of the Housing Authority's Confidential Information that relates to the portion of the Contract or Services terminated by Housing Authority, including all Housing Authority Data, in a media reasonably requested by Housing Authority.

8.52.2 Expiration or termination of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

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

8.52.4 For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract (**Transition Period**), Contractor shall assist the Housing Authority in extracting and/or transitioning all Housing Authority Data in the format determined by the Housing Authority. The Transition Period may be modified as agreed upon in writing by the parties in a Change Order. In addition, upon the expiration or termination of this Contract, Housing Authority may require Contractor to provide services in the form of Optional Work to assist Housing Authority to transition System operations from Contractor to Housing Authority or Housing Authority's designated third party (**Transition Services**). Upon Housing Authority's request for Transition Services, Housing Authority and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services. Contractor agrees that in the event that Housing Authority terminates the Contract for any

breach by Contractor, Contractor shall perform Transition Services at no cost to Housing Authority. Contractor shall provide Housing Authority with all of the Transition Services as provided in this Sub-paragraph 8.52.4. The duty of Contractor to provide such Transition Services shall be conditioned on Housing Authority continuing to comply with its obligations under the Contract, including payment of all applicable fees. Contractor shall have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Contract by Housing Authority, other than a failure by Housing Authority to timely pay the amounts due and payable hereunder. Housing Authority shall have the right to seek specific performance of this Sub-paragraph 8.52.4 in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Sub-paragraph 8.52.4 by either party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

8.52.5 Housing Authority shall have the rights set forth in Sub-paragraph 8.60 to access and use the Source Material as set forth therein, including without limitation the right to modify all source and object code versions of the System Software after such time as one of the Release Conditions described in Sub-paragraph 8.60.4 has occurred which would permit Housing Authority to use the Source Material.

8.52.6 Contractor shall promptly return to Housing Authority any and all Housing Authority Confidential Information, including Housing Authority Data that relate to that portion of the Contract and Services terminated by Housing Authority.

8.53 VALIDITY

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

8.54 USE OF HOUSING AUTHORITY SEAL

The Housing Authority claims right, title, and interest in and to certain intellectual property, including but not limited to, the current and former Housing Authority seals (Housing Authority Seals).

Contractor shall not reproduce, copy, distribute, republish, download, display, post, transmit, or make any other use of any kind whatsoever of the Housing Authority Seals, in any format or by any means whatsoever. At no time shall the Contractor in any manner (i) modify the Housing Authority Seals, or (ii) create derivative works of the Housing Authority Seals. The Contractor shall not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the Housing Authority Seals, whether in whole or in part, without the prior written consent of the Housing Authority, in its discretion, and any attempted sublicense, transfer, assignment or delegation without such consent shall be null and void.

8.55 WAIVER

No waiver by the Housing Authority of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the Housing Authority to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.55 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.56 WARRANTY AGAINST CONTINGENT FEES

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

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

8.57 WARRANTY OF COMPLIANCE WITH HOUSING AUTHORITY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Contractor acknowledges that the Housing Authority has established a goal of ensuring that all individuals and businesses

that benefit financially from Housing Authority through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon Housing Authority and its taxpayers.

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

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.57 Warranty of Compliance with the County's Defaulted Property Tax Reduction Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the Housing Authority under any other provision of this Contract, failure of the Contractor to cure such default within ten days of notice shall be grounds upon which the Housing Authority may terminate this Contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.59 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees information regarding the time off for voting law (Elections Code Section 14000). Not less than ten days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.60 LICENSE

8.60.1 License Grant. Subject to the terms and conditions of this Contract, Contractor grants to Housing Authority perpetual, fully-paid, worldwide, non-exclusive license to use the System Software and Documentation for Housing Authority's business purposes and activities (**License**) as part of the System. For the purposes of this Sub-Paragraph 8.60.1, the

term “use” as it applies to System Software and the System means to copy, install, access, execute, operate, distribute, archive and run unlimited copies of the System Software and by an unlimited number of users for installation, test, development, production, support, archival, emergency restart, and disaster recovery purposes.

8.60.2 License Restrictions. The System Software shall not in any way be disassembled, decompiled or reverse engineered, nor shall any attempt to do same be undertaken or knowingly permitted by Housing Authority, except to the extent permitted by applicable law or authorized by Contractor. Housing Authority shall not remove, modify or obscure any copyright, trademark or other proprietary rights notice that appear on, or during the use of, the System Software.

8.60.3 Third Party Software. The Contractor shall not use any Third Party Software in the System without the prior written approval of the Housing Authority to be granted or withheld in its sole discretion. In the event Contractor provides any Third Party Software to Housing Authority in connection with this Contract, Contractor shall obtain, at Contractor’s sole cost and expense, a fully paid-up, royalty-free, worldwide, perpetual, non-exclusive license for Housing Authority and Housing Authority’s agents and assigns, to use the Third Party Software for Housing Authority’s business purposes and activities. For the avoidance of doubt, Contractor shall support and maintain, at no additional charge to Housing Authority, all Third Party Software to the same extent as the System Software.

8.60.4 Source Code Escrow. Contractor has deposited a copy of the Source Material for the System Software with _____, a software escrow agent (**Escrow Agent**), located at _____, _____ (**Escrow**) pursuant to a written escrow agreement (**Escrow Agreement**). There shall be no charge to Housing Authority for the maintenance of the Escrow for the purpose of this Contract. A copy of the Escrow Agreement shall be incorporated by reference into this Contract as Exhibit L, Escrow Agreement. Contractor shall continually update the Source Material by promptly depositing in the Escrow each new Update of the System Software. Contractor’s duty to

update the Source Material shall continue through the Contact Term. The Source Material will be held in the Escrow. The events upon which Housing Authority shall have access to the Source Material shall include (collectively the **Release Conditions**): (a) the insolvency of Contractor; (b) the making of a general assignment by Contractor for the benefit of its creditors or a filing of a voluntary or involuntary petition in bankruptcy by or against Contractor that is not dismissed within thirty (30) days of the filing thereof; (c) as set forth in Sub-Paragraph 8.60.5, Bankruptcy And Liquidation; (d) in the event Contractor ceases to maintain or support the System Software for reasons other than Housing Authority's failure to pay for, or election not to receive, Contractor's Maintenance and Support Services, and no other qualified entity has assumed the obligation to maintain and support the System Software; (e) termination of this Contract for breach by Contractor; and (f) any other release conditions that may be specified under the Escrow Agreement. If a Release Condition occurs, Housing Authority may hire Contractor personnel to assist Housing Authority with using and understanding the Source Material without being subject to Sub-Paragraph 8.38, Prohibition Against Inducement or Persuasion. The parties acknowledge that as a result of the passage of time alone, the deposited Source Material may be susceptible to loss of quality (**Natural Degeneration**). For the purpose of reducing the risk of Natural Degeneration, Contractor shall deposit with the Escrow Agent a new copy of all deposited Source Material at least once every year. In the event the Source Material or any part of it is destroyed or corrupted, upon Housing Authority's request, Contractor shall provide a replacement copy of the Source Material. Upon the occurrence of a Release Condition Housing Authority will, upon payment of the duplication cost and other handling charges of the Escrow Agent, be entitled to obtain a copy of such Source Material from the Escrow Agent. Housing Authority shall be entitled to use the Source Material as needed to remedy the event of release and mitigate any damages arising from such event. Such use will include, but is not limited to, Housing Authority's right to perform its own support and maintenance, alter or modify the Source Material, and/or obtain the benefits sought under this Contract. The Escrow Agent's responsibility in the event of a Release Condition will be to cause a copy of the Source Material, in the form as delivered by Contractor, to be promptly delivered

to Housing Authority at the appropriate time. Nothing herein relieves Contractor of its obligation to provide Support Services as required under this Contract. Housing Authority acknowledges that any possession of the Source Material referred to herein is subject to the confidentiality and proprietary provisions of access to any third party, except to service, maintain, support, repair, operate, modify, or otherwise facilitate and continue the use and operation of the installed System Software as provided herein. Should use of the Source Material as provided in this Sub-paragraph 8.56.4 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, agree not to assert a claim for patent, copyright, trade secret, trademark, or other proprietary information infringement against Housing Authority, provided use of the System Software and Source Material is in accordance with this Contract. Regardless of whether one of the Release Conditions occurs, Housing Authority shall have the right, at Housing Authority's sole expense, to require the Escrow Agent to verify the relevance, completeness, currency, accuracy, and functionality of the Source Material by, among other things, compiling the Source Material and performing test runs for comparison with the capabilities of the System Software. In the event such testing demonstrates the Source Material does not correspond to the System Software, Contractor shall reimburse Housing Authority for all costs and fees incurred in said verification, compilation, and testing and immediately deposit the correct Source Material with the Escrow Agent.

8.60.5 Bankruptcy and Liquidation. In the event that Contractor shall: (1) make an assignment for the benefit of creditors or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) take any corporate action indicating its consent to, approval of, or

acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permit any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more, causing Contractor or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, Housing Authority shall have the following rights: (i) in the event of a rejection of this Contract or any agreement supplementary hereto, Housing Authority shall be permitted to retain and use any back-up or archival copies of the System Software under this Contract for the purpose of enabling it to mitigate damages caused to Housing Authority because of the rejection of this Contract; (ii) in the event of a rejection of this Contract or any agreement supplementary hereto, Housing Authority may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of Housing Authority to, as applicable, Contractor or the bankruptcy trustee or receiver, Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of Housing Authority as Housing Authority as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee or from a third-party escrow agent and shall, if requested, cause a copy of such Source Material(s) to be available to Housing Authority; and (iii) in the event of a rejection of this Contract or any agreement supplementary hereto, Housing Authority may retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code without prejudice to any of its rights under Section 503(b) of the Bankruptcy Code.

8.61 WORK PRODUCT AND BACKGROUND INTELLECTUAL PROPERTY

8.61.1 Ownership of Housing Authority Data. All Housing Authority Data provided or made accessible by Housing Authority to Contractor is and shall remain the property of Housing Authority. Upon termination or expiration of the Contract for any reason, or upon Housing Authority's written request at any time, the Contractor shall provide Housing Authority, at no additional cost and no later than fifteen (15)

calendar days after the termination, expiration or the Housing Authority's request, any Housing Authority Data (including any Housing Authority Data or information stored as part of the System) or other proprietary data belonging to the Housing Authority stored within the System. Such data will be provided to the Housing Authority on an external media drive in a platform-agnostic format or in any specific format reasonably requested by Housing Authority. At the Housing Authority's option, the Contractor shall destroy all originals and copies of all such data, and other related information or documents.

8.61.2 Ownership of Background Intellectual Property & System Software. Contractor retains all right, title and interest in and to any such Background Intellectual Property and System Software (including any modifications thereto made by Contractor). However, to the extent Background Intellectual Property constitutes or is incorporated into Work Product or required for Housing Authority to fully exploit such Work Product or the System, Contractor hereby grants to Housing Authority a perpetual, irrevocable, fully paid up, royalty free, transferable, sub-licensable, worldwide, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with Housing Authority's business, the Background Intellectual Property constituting or incorporated into the Work Product or otherwise delivered to Housing Authority in connection with this Contract, and provided further that the Background Intellectual Property is not separately commercially exploited by Housing Authority. Any and all Background Intellectual Property which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the Housing Authority's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL." Notwithstanding any other provision of this Contract, Housing Authority shall not be obligated or liable in any way under this Contract for: (a) any disclosure of any materials which Housing Authority is required to make under the California Public Records Act or otherwise by law; and (b) any Contractor proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

8.61.3 Ownership of Work Product. Contractor hereby assigns, transfers and conveys to Housing Authority, exclusively and perpetually, all rights, titles, and interests throughout the world it may have or acquire in the Work Product, including without limitation all intellectual property or other proprietary rights (including without limitation copyrights, patents rights, trade secret right, rights of reproduction, trademark rights, rights of publicity, and the right to secure registrations, renewals, reissues, and extensions thereof) (collectively **Intellectual Property Right(s)**) therein or otherwise arising from the performance of this Contract. No rights of any kind in and to the Work Product, including all Intellectual Property Rights, are reserved to or by the Contractor or will revert to Contractor. Contractor agrees to execute such further documents and to do such further acts, at Housing Authority's expense, as may be necessary to perfect, register or enforce Housing Authority's ownership of such rights, in whole or in part. If Contractor fails or refuses to execute any such documents, Contractor hereby appoints Housing Authority as Contractor's attorney-in-fact (this appointment to be irrevocable and a power coupled with an interest) to act on Contractor's behalf and to execute such documents. Contractor hereby forever waives and agrees never to assert against Housing Authority, its successors or licensees any and all "Moral Rights" Contractor may have in Work Product even after expiration or termination of this Contract.

8.62 DATA DESTRUCTION

The Contractor(s) and vendor(s) that have maintained, processed, or stored the Housing Authority Data and/or information, implied or expressed have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization.

Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>)

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the Housing Authority, or external to the Housing Authority's boundaries. The Housing Authority must

receive within ten (10) business days, a signed document from the Contractor(s) and vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

The Contractor or vendor shall certify that any Housing Authority data stored on purchased, leased, or rented electronic storage equipment and electronic devices including, but not limited to, printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. The Contractor or vendor shall provide the Housing Authority with a written certification within ten business days of removal of any electronic storage equipment and devices that validates that any and all Housing Authority Data was destroyed and is unusable, unreadable, and/or undecipherable.

8.63 ACCEPTANCE

8.63.1 The System, the System Software, Services, Deliverables, and milestones (if applicable) shall be subject to acceptance, and acceptance testing by Housing Authority, in its sole discretion, to verify that they satisfy the Housing Authority's acceptance criteria (Acceptance Test(s)) as more fully described in Exhibit A – SOW (Acceptance Criteria).

8.63.2 Production Use shall not be deemed acceptance or Final Acceptance of the System Software, Services, Deliverables and milestones.

8.63.3 If the Housing Authority's Project Director makes a good faith determination at any time that the System Software or the System (as a whole, or any component thereof), Services, Deliverables, and/or milestones has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Sub-paragraph 8.63.3 as Designated Test), the Housing Authority's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the System Software, Services, Deliverables, milestones, and/or System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the System Software, Services,

Deliverables, milestones, and/or System as will permit the System Software, Services, Deliverables, milestones, and/or System to be ready for retesting. Contractor shall notify the Housing Authority's Project Director in writing when such corrections, repairs, and modifications have been completed, and the applicable Designated Test shall begin again. If, after the applicable Designated Test has been completed for a second time, the Housing Authority's Project Director makes a good faith determination that the System Software, Services, Deliverables, milestones, and/or System again fails to pass the applicable Designated Test, the Housing Authority's Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the System Software, Services, Deliverables, milestones, and/or System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the System Software, Services, Deliverables, milestones, and/or System as will permit the System Software, Services, Deliverables, milestones, and/or System to be ready for retesting.

8.63.4 Such procedure shall continue until such time as Housing Authority notifies Contractor in writing either: (i) of the successful completion of such Designated Test or (ii) that Housing Authority has concluded, subject to the Dispute Resolution Procedure, that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, Housing Authority shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Contract in accordance with Sub-paragraph 8.46 (Termination for Default) on the basis of such non-curable default.

8.63.5 Such a termination by Housing Authority may be, subject to the Dispute Resolution Procedure, as determined by Housing Authority in its sole judgment: (i) a termination with respect to one or more of the components of the System Software; (ii) a termination of any part of Exhibit A, Statement of Work, relating to the System Software, Service(s), Deliverables(s), and/or milestone(s) that is (are) not performing or conforming as required herein; or (iii) if

Housing Authority believes the failure to pass the applicable Designated Test materially affects the functionality, performance, or desirability to Housing Authority of the System as a whole, the entire Contract. In the event of a termination under this Sub-paragraph 8.63.5, Housing Authority shall have the right to receive from Contractor, within ten (10) days of written notice of termination, reimbursement of all payments made to Contractor by Housing Authority under this Contract for the component(s), System Software, Service(s), Deliverables(s), milestone(s), and/or System as to which the termination applies, or, if the entire Contract is terminated, all amounts paid by Housing Authority to Contractor under this Contract. If the termination applies only to one or more System Software or System component(s), at Housing Authority's sole option, any reimbursement due to it may be credited against other sums due and payable by Housing Authority to Contractor. The foregoing is without prejudice to any other rights that may accrue to Housing Authority or Contractor under the terms of this Contract or by law.

8.64 DATA ENCRYPTION

Contract and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act (HIPAA) of 1996, and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

8.64.1 Stored Data

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced

Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

8.64.2 Transmitted Data

All transmitted (e.g. network) Housing Authority PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

8.64.3 Certification

The Housing Authority must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Section 8.64 (Encryption) shall constitute a material breach of this Contract upon which the Housing Authority may terminate or suspend this Contract.

8.65 INTEGRATION/INTERFACING

Contractor shall be responsible for developing and delivering the Interfaces, identified in Exhibit A - Statement of Work as part of the System Software. If the System Software is to be integrated/interfaced with other software, equipment, and/or systems provided by Contractor or at the direction of Contractor, including any customized enhancements and Work Product, the System Software shall not be deemed to have achieved Final Acceptance by Housing Authority until the System Software and such other systems have been successfully integrated/interfaced and accepted by Housing Authority in accordance with the terms of this Contract. For example, if Contractor is to provide System Software consisting of multiple modules or that includes enhancements, including Work Product, to the System Software,

Housing Authority's acceptance of the System Software, any individual module or enhancement shall not be final until Housing Authority accepts all of the System Software and modules or enhancements integrated/interfaced together as a complete system resulting in the System, including the operation of the System Software on all equipment required for its use in conformance with the terms of this Contract. Contractor shall not obtain any ownership interest in any other systems merely because they were interfaced, integrated, or used with any System Software.

8.66 COMMUNICATION SYSTEMS AND ACCESS TO INFORMATION

During the term of this Contract, Contractor may receive access to Housing Authority's software, computers, equipment, and electronic communications systems (in this Paragraph 8.65, Housing Authority systems), including but not limited to voicemail, email, customer databases, and internet and intranet systems. Such Housing Authority systems are intended for legitimate business use related to Housing Authority's business. Contractor acknowledges that Contractor does not have any expectation of privacy as between Contractor and Housing Authority in the use of or access to Housing Authority systems and that all communications made with such Housing Authority systems or equipment by or on behalf of Contractor are subject to Housing Authority's scrutiny, use, and disclosure, in Housing Authority's discretion. Housing Authority reserves the right, for business purposes and activities, to monitor, review, audit, intercept, access, archive, and/or disclose materials sent over, received by or from, or stored in any of its electronic Housing Authority systems. This includes, without limitation, email communications sent by users across the internet and intranet from and to any domain name owned or operated by Housing Authority. This also includes, without limitation, any electronic communication system that has been used to access any of Housing Authority systems. Contractor further agrees that Contractor will use all appropriate security, such as, for example, encryption and passwords (Contractor must provide passwords and keys to Housing Authority), to protect Housing Authority Confidential Information from unauthorized disclosure (internally or externally) and that the use of such security does not give rise to any privacy rights in the communication as between Contractor and Housing Authority. Housing Authority reserves the right to override any security passwords to obtain access to voicemail, email, computer (and software or other applications) and/or computer disks on Housing Authority systems. Contractor also acknowledges that Housing

Authority reserves the right, for any business purposes and activities, to search all work areas (e.g., offices, cubicles, desks, drawers, cabinets, computers, computer disks, and files) and all personal items brought onto Housing Authority property or used to access Housing Authority Confidential Information or Housing Authority systems.

8.67 CONTINUOUS SYSTEM SOFTWARE SUPPORT

If Contractor assigns this Contract, is acquired, or is otherwise controlled by another individual or entity (collectively referred to as a **Successor Event**), such individual or entity shall provide Maintenance and Support Services in accordance with this Contract for at least five (5) years following the Successor Event, unless otherwise agreed to in writing by Housing Authority. After such five (5) years or, if subsequent to the Successor Event, the System Software is not supported to at least the same level that Contractor supported the System Software prior to the Successor Event, because, for example, Contractor's assignee chooses to support other products with similar functions or does not otherwise properly staff the support for the System Software, Housing Authority, at its sole option, may elect to transfer the license of the System Software, without cost or penalty, to another similar product (**Replacement Product**) within Contractor's assignee's or successor's product offering. For purposes of this Paragraph 8.66, Continuous System Software Support, the term "controlled" shall mean the legal right to elect a majority of the directors of a corporation or similar officers of any other entity or to determine an entity's general management policies through contract or otherwise. The assignee or successor, by taking benefit (including acceptance of any payment under this Contract) ratifies this Contract. All terms and conditions of this Contract shall continue in full force and effect for the Replacement Product. In addition, the following terms and conditions shall apply if Housing Authority elects to transfer this license to a Replacement Product: (a) Any prepaid maintenance and support shall transfer in full force and effect for the balance of the Replacement Product's maintenance and support term (or equivalent service) at no additional cost. If the prepaid moneys are greater than the Replacement Product's maintenance and support fee for the same term, the credit balance will be applied to future maintenance and support fees or returned to Housing Authority, at its option; (b) Any and all software offered separately and needed to fulfill the original System Software's level of functionality shall be supplied by Contractor's assignee or successor without additional

cost or penalty and shall not affect the calculation of any maintenance and support fees; (c) Any services required for implementation of the Replacement Product shall be provided by Contractor's assignee or successor without additional cost or penalty; (d) Contractor shall provide to Housing Authority reasonable training for purposes of learning the Replacement Product at no cost to Housing Authority; (e) All license terms and conditions shall remain as granted herein with no additional fees imposed on Housing Authority; and (f) The definition of System Software shall then mean and include the Replacement Product.

8.68 TIME IS OF THE ESSENCE

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

8.69 NO OFFSHORE WORK

All Services shall be performed and rendered within the continental United States. In particular, Contractor warrants that it will not transmit or make available any Housing Authority Confidential Information, Housing Authority's intellectual property or any Housing Authority property to any entity or individual outside the continental United States.

8.70 COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Contract.

8.71 SEVERABILITY

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

8.72 CONTRACT DRAFTED BY ALL PARTIES

This Contract is the result of arm's length negotiations between the parties. Consequently, each party has had the opportunity to receive advice from independent counsel of its own choosing. This Contract shall be construed to have been drafted by all parties such

that any ambiguities in this Contract shall not be construed against either party.

8.73 NO THIRD PARTY BENEFICIARIES

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

8.74 SURVIVAL

In addition to any provisions of this Contract which specifically state that they will survive the termination or expiration of this Contract and any rights and obligations under this Contract which by their nature should survive, the following Paragraphs and Sub-paragraphs shall survive any termination or expiration of this Contract:

- Paragraph 5.5 (No Payment for Services Provided Following Expiration/Termination of Contract)
- Paragraph 7.7 (Confidentiality)
- Paragraph 8.6 (Compliance with Applicable Law)
- Paragraph 8.24 (Governing Law, Jurisdiction, and Venue)
- Paragraph 8.26 (Indemnification)
- Paragraph 8.27 (General Provisions for All Insurance Coverage)
- Paragraph 8.28 (Insurance Coverage)
- Paragraph 8.34 (Dispute Resolution Procedure)
- Paragraph 8.41 (Record Retention and Inspection/Audit Settlement)
- Paragraph 8.52 (Effect of Termination)
- Paragraph 8.60 (License)
- Paragraph 8.73 (No Third Party Beneficiaries)
- Paragraph 8.74 (Survival)

9.0 UNIQUE TERMS AND CONDITIONS (each if applicable)

9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.1.1 This Contract is subject to the provisions of the Housing Authority's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a Housing Authority official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.1.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the Housing Authority any difference between the contract amount and what the Housing Authority's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

9.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 9.2.1 This Contract is subject to the provisions of the Housing Authority's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a Housing Authority official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.2.4 If the Contractor has obtained the Housing Authority certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
1. Pay to the Housing Authority any difference between the contract amount and what the Housing Authority's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles Housing Authority Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

9.3 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- 9.3.1 This Contract is subject to the provisions of the Housing Authority's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.3.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- 9.3.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a Housing Authority official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- 9.3.4 If the Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has

been awarded this contract to which it would not otherwise have been entitled, shall:

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

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and ISD of this information prior to responding to a solicitation or accepting a contract award.

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

CONTRACTOR: (_____ Name _____)

By _____
Name

Title

HOUSING AUTHORITY OF LOS
ANGELES

By _____
Mayor, Board of Supervisors

ATTEST:

PATRICK OGAWA
Acting Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Senior Deputy County Counsel

STANDARD EXHIBITS

- EXHIBIT A – Statement of Work (Not attached to Sample, refer to Appendix B, Statement of Work)
- EXHIBIT B – Pricing Schedule (Not attached to Sample, refer to Appendix C, Required Forms)
- EXHIBIT C – Technical Exhibits
- EXHIBIT D – Contractor’s EEO Certification (Not attached to Sample, refer to Appendix C, Required Forms)
- EXHIBIT E – Housing Authority Administration (Not attached to Sample)
- EXHIBIT F – Contractor’s Administration (Not attached to Sample)
- EXHIBIT G – Form(s) Required at the Time of Contract Execution (Not attached to Sample, refer to Appendix C, Required Forms)
- EXHIBIT H – Jury Service Ordinance
- EXHIBIT I – Safely Surrendered Baby Law (Not attached to Sample, refer to Appendix D, Required Notices)
- EXHIBIT J – Defaulted Property Tax Program (Not attached to Sample, refer to Appendix D, Required Notices)
- EXHIBIT K – BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)
- EXHIBIT L – Information Security and Privacy Requirements
- EXHIBIT M – Contractor Acknowledgment, Confidentiality, And Copyright Assignment Agreement
- EXHIBIT N – Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- EXHIBIT O – Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- EXHIBIT P – Service Level and Warranty Agreements/Service Levels and Performance Standards

**EXHIBIT A –
Statement of Work
(Not attached to Sample, refer to Appendix B, Statement of Work)**

**EXHIBIT B –
Pricing Schedule
(Not attached to Sample, refer to Appendix C, Required Forms)**

**EXHIBIT C –
Technical Exhibits
(Not attached to Sample)**

**EXHIBIT D –
Contractor’s EEO Certification
(Not attached to Sample, refer to Appendix C, Required Forms)**

**EXHIBIT E –
Commission’s Administration
(Not attached to Sample)**

**EXHIBIT F –
Contractor’s Administration
(Not attached to Sample)**

**EXHIBIT G –
Form(s) Required at the Time of Contract Execution
(not attached to Sample, refer to Appendix C, Required Forms)**

**EXHIBIT H –
Jury Service Ordinance**

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

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

Page 2 of 3

- 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)

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)

**EXHIBIT I –
Safely Surrendered Baby Law
(Not attached to Sample, refer to Appendix D, Required Notices)**

**EXHIBIT J –
Defaulted Property Tax Program
(Not attached to Sample, refer to Appendix D, Required Notices)**

**EXHIBIT K –
Business Associate Agreement Under the Health Insurance Portability and
Accountability Act of 1996 (HIPAA)**

**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. **PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
 - 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
 - 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
 - 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
 - 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief Privacy Officer at: Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with

Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individual(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an

electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and
 - (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528
- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide

breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory

penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

**EXHIBIT L –
Information Security and Privacy Requirements**

Information and Privacy Security Requirements

This sets forth information security procedures to be established by Contractor before the effective date of the Contract and maintained throughout the term of the Contract. These procedures are in addition to the requirements of the Contract between the Parties. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personally Identifiable Information and Commission Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Attachment E (Information and Privacy Security Requirements) will constitute a material, non-curable breach of the Contract by Contractor, entitling Commission, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract.

1. **Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.
2. **Personnel and Contractor Protections.** Contractor shall screen and conduct background checks on all Contractor personnel contacting Commission Confidential Information, including Personally Identifiable Information, for potential security risks and requires all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third-parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.
3. **Removable Media.** Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by Commission in writing, Contractor shall institute strict physical and logical security controls to prevent transfer of Personally Identifiable Information to any form of Removable Media. For purposes of this Attachment E (Information Security Requirements), "Removable Media" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

4. **Data Control; Media Disposal and Servicing.** Personally Identifiable Information and Commission Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by Commission in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or approved by Commission in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated or approved by Commission in writing. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all Commission Confidential Information, including Personally Identifiable Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization¹).
5. **Hardware Return.** Upon termination or expiration of the Contract or at any time upon Commission's request, Contractor will return all hardware, if any, provided by Commission containing Personally Identifiable Information or Commission Confidential Information to Commission. The Personally Identifiable Information and Commission Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by Commission. In the event the hardware containing Commission Confidential Information or Personally Identifiable Information is owned by Contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated Commission security representative within fifteen (15) days of termination or expiration of the Contract or at any time upon Commission's request. Contractor's destruction or erasure of Personally Identifiable Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization²).
6. **Physical and Environmental Security.** Contractor facilities that process Personally Identifiable Information or Commission Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

¹ Available at <http://www.csrc.nist.gov/>

² Available at <http://www.csrc.nist.gov/>

7. **Communications and Operational Management.** Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.
8. **Access Control.** Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:
 - a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
 - b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
 - c. Applications will include access control to limit user access to information and application system functions; and
 - d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.
9. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.
 - a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated Commission security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
 - b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
 - c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the Commission security representative on or before the first (1st) week of each calendar month. Commission or its third-party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt,

maintenance, use, retention, and authorized destruction of Personally Identifiable Information and Commission Confidential Information.

d. In the event Commission desires to conduct an unannounced penetration test, Commission shall provide contemporaneous notice to Contractor's Vice President of Audit, or such equivalent position. Any of Commission's regulators shall have the same right upon request. Contractor shall provide all information reasonably requested by Commission in connection with any such audits and shall provide reasonable access and assistance to Commission or its regulators upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. Commission reserves the right to view, upon request, any original security reports that Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to the Commission security contact. Contractor will notify Commission of any new assessments.

10. **Contractor Self Audit.** Contractor will provide to Commission a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party as applicable; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the effective date of the Contract include:

- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-Wide. A full recertification is conducted every three (3) years with surveillance audits annually.
- (i) **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
 - (ii) **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("**CQS**") in support of applicable regulations, standards, and requirements.
 - (iii) **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - (iv) **Detailed findings**- are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to Commission as provided above and the ISO certificate is published on Contractor's website.
- b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:
- (i) Audit spans a full twelve (12) months of operation and is produced every six (6) months (end of June, end of December) to keep it "up to date."

- (ii) The resulting detailed report is available to Commission.

Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to Commission as provided above.

- 11. **Security Audits.** In addition to the audits described in Section 10 (Contractor Self Audit), during the term of this Contract, Commission or its third-party designee may annually, or more frequently as agreed in writing by the Parties, request a security audit of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the Parties, but in no event on a date more than ninety (90) days from the date of the request by Commission. Commission's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. Commission shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may filtered to remove the specific information of other Contractor customers such as IP address, server names, etc.. Contractor shall cooperate with Commission in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the Commission's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

- 12. **Confidentiality**

- a. Contractor agrees that all information supplied by its affiliates and agents to the Commission including, without limitation, (a) any information relating to Commission's customers, patients, business partners, or personnel; and (b) Personally Identifiable Information (as defined below) will be deemed confidential and proprietary to the Commission, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). To be deemed "Confidential Information", trade secrets and mask works must be plainly and prominently marked with restrictive legends.

- b. **Commission Data.** All of the Commission Confidential Information, data, records, and information of Commission to which Contractor has access, or otherwise provided to Contractor under this Contract ("Commission Data"), shall be and remain the property of Commission and Commission shall retain exclusive rights and ownership thereto. The Commission Data shall not be used by Contractor for any purpose other than as required under this Contract, nor shall such data or any part of such data be disclosed, sold, assigned, leased, or otherwise disposed of to third-parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.

c. **Personally Identifiable Information.** “Personally Identifiable Information” shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“U.S.C.”) §6801 et seq.), Protected Health Information, and “Personally Identifiable Information” as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.

i. **Personally Identifiable Information.** In connection with this Contract and performance of the services, Contractor may be provided or obtain, from Commission or otherwise, Personally Identifiable Information pertaining to Commission's current and prospective personnel, directors and officers, agents, investors, patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this Contract and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.

ii. **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in this Contract, and in particular the confidential provisions of Section 12 (Confidentiality), during the term of this Contract and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third-party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by Commission. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Contract, (b) Commission's then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).

iii. **Retention of Personally Identifiable Information.** Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.

d. **Return of Confidential Information.** On Commission's written request or upon expiration or termination of this Contract for any reason, Contractor will promptly: (a) return or destroy, at Commission's option, all originals and copies of all documents and materials it has received containing Commission's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract; and (c) deliver or destroy, at Commission's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 12(a), and provide a notarized written statement to Commission certifying that all documents and materials referred to in Subsections 12(a) and (b) have been delivered to Commission or destroyed, as requested by Commission.

**EXHIBIT M –
Contractor Acknowledgment, Confidentiality, And Copyright
Assignment Agreement**

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information.

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**EXHIBIT N –
Contractor Employee Acknowledgement, Confidentiality, and Copyright
Assignment Agreement**

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**EXHIBIT O –
Contractor Non-Employee Acknowledgement, Confidentiality, and
Copyright Assignment Agreement**

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT

AGREEMENT

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**EXHIBIT P -
Service Level and Warranty Agreements/Service Levels and
Performance Standards**

COMMUNITY DEVELOPMENT COMMISSION OF THE
COUNTY OF LOS ANGELES
EXHIBIT P



SERVICE LEVEL AND WARRANTY AGREEMENT SAMPLE
for
Project Tracking Software and Database (PTSD) Services
for the
Community Development Commission of the County of Los Angeles
(Commission)

APRIL 2016

SERVICE LEVEL AND WARRANTY AGREEMENT SAMPLE

EXHIBIT P

1. General

This Service Level and Warranty Agreement – Exhibit O sets forth the scope of PTSD Solution under the SOW for Fully Managed (Appendix B.2), and Contractor’s service level commitment regarding, the maintenance, operational support, hosting and monitoring of the Solution, including, but not limited to, service levels consisting of Maintenance Services, Support Services, correction of Deficiencies, warranties and Commission’s remedies for Contractor’s failure to meet the service level commitment specified herein. Capitalized terms used in this Appendix without definition shall have the meanings given to such terms in the Contract.

2. Scope of Services

2.1 Description

Contractor shall provide service levels relating to Solution Maintenance specified in the Contract and this Appendix, as more fully described below. Solution Maintenance shall include Maintenance Services and Support Services. Solution Maintenance shall commence upon Go-Live of the Solution and shall continue for the term of the Agreement.

2.2 Definitions

Most of the terms are defined in the Definitions section. Some terms are referenced within the Exhibit P documents and described within the specific section.

“**Available**” means the services shall be available for access and use by the Commission.

“**Business Hours**” shall mean 7:00 a.m. to 6:00 p.m. Pacific Time (PT) Monday through Friday except for Commission approved holidays.

“**Critical Deficiency**” shall mean a Deficiency of Priority Level 1, as further described in Section 5.2.2 (Problem Correction Priorities).

“**Customer Support**” shall have the meaning specified in Section 4.1 (Scope of Support).

“**Days of Operation**” shall mean 365/366 days per year, 6:00 a.m. to 9:00 p.m. Pacific Time (PT), excluding Commission recognized holidays and “Scheduled Downtime”.

“Disabling Device” shall have the meaning specified in Section 6.1 (General Warranties).

“Disaster” shall mean a catastrophic event that results in significant or potentially significant Downtime or disruption of the Production Environment and requires Contractor to invoke the Disaster Recovery Plan.

“Disaster Recovery” shall mean and refer to Contractor’s obligations described in Section 4.5 (“Backup and Disaster Recovery”).

“Disaster Recovery Plan” shall have the meaning specified in Section 4.5 (Backup and Disaster Recovery).

“Downtime” shall mean the period of time when the Solution or any Solution component is unavailable, including Unscheduled Downtime and Scheduled Downtime.

“Low Deficiency” shall mean a Deficiency of Priority Level 4, as further described in Section 5.2.2 (Problem Correction Priorities).

“Maintenance Services” shall mean any goods or services provided under this Agreement for maintaining the Solution, including but not limited to updates, corrections, enhancements and other Updates to the Solution, interfaces, data extractions, Solution availability, data security and reports, as further specified in Section 3 (Maintenance Services).

“Major Deficiency” shall mean a Deficiency of Priority Level 1 or Priority Level 2, as further described in Section 5.2.2 (Problem Correction Priorities).

“Moderate Deficiency” shall mean a Deficiency of Priority Level 3, as further described in Section 5.2.2 (Problem Correction Priorities).

“Off-Business Hours” shall mean all hours that are not Business Hours or Scheduled Downtime.

“Peak Period” shall mean the combined times of 10:00 a.m. to 12:00 p.m. and 2:00 p.m. to 4:00 p.m. Pacific Time (PT) Monday through Friday except for Commission approved holidays.

“Priority Level” shall mean the applicable Deficiency severity level for correcting Deficiencies, as described in Section 5.2 (Resolution of Deficiencies).

“Response Time” shall mean the time elapsed for a transaction within the hosted gateway.

“Response Time Baseline” shall mean the Commission specified baseline for Response Time, as further described in this Appendix.

“Response Time Deficiency” shall mean Solution not responding within the prescribed Response Time Baseline, as further described in Section 6.3 (Solution Performance Requirements).

“Scheduled Downtime” shall mean that the Solution cannot be accessed due to Solution scheduled maintenance, including but not limited to preventive maintenance, updates, upgrades, scheduled reboots and restarts, as further described in Section 3.2 (Scheduled Downtime).

“Service Credits” shall mean credits or any other form of discount to be applied to the applicable Maintenance Fees for Contractor’s failure to timely correct Deficiencies as specified in this Appendix.

“Service Level Agreement”; **“SLA”** shall mean and refer to Contractor’s service level commitment regarding Solution Maintenance as required by the Agreement and this Appendix, including but not limited to Maintenance Services, Support Services and warranties specified herein.

“Severe Deficiency” shall mean a Deficiency of Priority Level 2, as further described in Section 5.2.2 (Problem Correction Priorities).

“Support Hours” shall have the meaning specified in Section 4.2 (Customer Support).

“Support Services” shall mean any goods or services provided under this Agreement in support of the Solution, including but not limited to updates, corrections, enhancements, customer support, interfaces, data extractions, Solution availability, data security, reports and any applicable regulatory compliance, as further specified in Section 4 (Support Services).

“Solution Availability” shall mean, with respect to any particular calendar month, the ratio obtained by subtracting Unscheduled Downtime during such month from the Total Monthly Time and thereafter dividing the difference so obtained by the Total Monthly Time.

“Solution Availability Deficiency” shall mean the Solution not meeting any of the Solution Availability requirements as specified in this Appendix.

“Solution Performance” shall mean the performance of the Solution with respect to Response Time, Solution Availability and Disaster Recovery.

“Solution Performance Deficiency” shall mean Solution not meeting any of the Solution Performance Requirements as specified in Section 6.3 (Solution Performance Requirements).

“Solution Performance Requirements” shall mean the requirements for Solution Performance, including Section 6.3 (Solution Performance Requirements).

“Total Monthly Time” shall mean all minutes in the Days of Operation for a calendar month, excluding Scheduled Downtime.

“Unscheduled Downtime” shall have the meaning specified in Section 7.2 (Service Credits).

3. Maintenance Services

As part of Solution Maintenance, Contractor shall provide maintenance of the Solution including the provision of Updates (hereinafter “Maintenance Services”), as provided in this Section 3.

3.1 Solution Maintenance

3.1.1 Application Software

Contractor shall provide Software Updates to the Solution Software to keep current with Contractor’s hosting technology standards, industry standards, Third Party Software upgrades, enhancements, updates, patches, bug fixes, etc., the Solution Requirements and as provided to Contractor’s general customer base, all in accordance with this Appendix and in coordination with Commission’s Project Manager. By definition, such Software Updates shall include, but not be limited to, enhancements, Version Releases and other improvements and modifications to the Solution Software, including Application Software.

Without limiting any other provisions of this Agreement, including, without limitation, this Appendix, Software Updates to the Application Software shall be provided to Commission at least twice every year, unless otherwise agreed to by the Commission and Contractor.

Contractor shall notify the Commission of all Software Updates to the Solution Software prior to the anticipated installation date thereof. Contractor’s provision and installation of such Software Updates to the Solution Software shall be at no additional cost to The Commission beyond any applicable Maintenance Fees. Any Software Updates necessary to remedy security problems in the Solution Software (e.g., closing “back doors” or other intrusion-related problems) shall be provided promptly following Contractor’s knowledge of such problems. The Commission

shall also be notified in writing within five (5) calendar days of Contractor's knowledge of the existence of any intrusions or other security problems or breaches that may affect the integrity of the Solution, subject to the provisions of Paragraph 7.5 (Confidentiality) of the Required Contract.

3.1.2 Server Software

As part of Maintenance Services, Contractor shall also provide maintenance of the Server Software that is part of the Server Environment for the Solution, including but not limited to operating software, database software and other software installed in the Server Environment that is not Application Software. Contractor shall update, upgrade or replace these Server Software components during the term of the Agreement to comply with the Solution Requirements and the warranties specified in this Agreement and to support and be compatible with the Application Software including any Application Modifications provided by Contractor under the Agreement.

Contractor shall provide Software Updates to the Server Software to keep current with Contractor's hosting technology standards, industry standards, Software Updates to the Application Software and other Application Modifications, all in coordination with the Commission's Project Manager.

3.1.3 Third Party Products

Maintenance Services additionally include maintaining compatibility of the Solution Software with any Third Party Products that may be acquired by The Commission under this Agreement as Optional Work, including Third Party Software and Additional Hardware. Prior to the installation of any Third Party Product, or any update thereto, Contractor shall test and ensure such Third Party Product's compatibility with the then current version of the Solution Software. Contractor shall all ensure that the Solution Software is compatible with the required or critical updates to Third Party Products, including without limitation, service and compatibility packs and security patches, promptly upon their release.

Notwithstanding the foregoing, any Third Party Application that may be incorporated by Contractor into the Application Software shall be subject to the same Solution Maintenance obligations and requirements as the Application Software components that are owned by, or are proprietary to, Contractor.

3.1.4 Server Hardware

As part of Maintenance Services, Contractor shall provide maintenance of the Server Hardware components surrounding the Solution Software, including but not limited to all equipment and networking components and other Hardware Upgrades at no additional cost to The Commission beyond the applicable Maintenance Fees. Contractor shall repair, upgrade or replace these Server Hardware components during the term of the Agreement to comply with the Solution Requirements and the warranties specified in this Agreement and to support, and be compatible with, the Solution Software including any Application Modifications provided by Contractor under the Agreement.

3.1.5 Client Environment

As part of Maintenance Services, Contractor shall, during the term of the Agreement, maintain the Solution's compatibility with the Commission's Client Environment by providing, among others, Software Updates to the Solution Software and Hardware Upgrades to the Solution Hardware.

3.2 Scheduled Downtime

Unless agreed to otherwise in advance by the Commission and Contractor, Contractor shall provide all Maintenance Services, including installation of Updates, during Scheduled Downtime.

For the purpose of this Appendix, Scheduled Downtime shall occur on Sundays between the hours of 3:00 p.m. and 9:00 p.m. Pacific Time (PT). Contractor may change the Scheduled Downtime window by notifying the Commission at least three (3) days prior to modifying the Scheduled Downtime, subject to approval by the Commission's Project Manager. Any Downtime outside of the above window of time without such prior notice and the Commission's Project Manager's approval shall be considered Unscheduled Downtime and shall entitle the Commission to remedies as specified in this Appendix. Notwithstanding the foregoing, Contractor may request Solution Downtime for the provision of an emergency correction to the Solution. Such Downtime shall be deemed Scheduled Downtime, provided that it has been approved by the Commission's Project Manager.

4. Support Services

4.1 Scope of Support

Contractor's responsibilities for supporting the operation of the Solution (hereinafter "Support Services") shall include responding to problems reported and correcting Deficiencies as specified in this Appendix. As part of its Support Services, Contractor shall provide operational support for the Solution during the Support Hours, which shall include without limitation providing a point of contact for all Solution problems by maintaining a Solution for customer support ("Customer Support"). Such operational support shall include Support Services to correct any failure of the Solution and to remedy Deficiencies in accordance with Section 5 ("Correction of Deficiencies") to ensure that the Solution operates in accordance with the Specifications, including Solution Requirements, warranties and other requirements under the Agreement. Requests for Customer Support will be submitted by the Commission's technical support via telephone and/or Contractor's web-based trouble ticketing Solution. In the event that the Contractor's web-based trouble ticketing Solution is not available to the Commission, the Commission may use email or any other reasonable means to request Customer Support. Customer Support shall respond with a plan for resolving each Deficiency and respond to the Commission's Project Manager within the applicable required period specified in Section 5.2.2 ("Problem Correction Priorities") depending on the Priority Level of the Deficiency.

4.2 Customer Support

Contractor's Customer Support service level requirements shall also include but not be limited to those listed below:

1. Commission designated technical support staff that provides First Level Support shall have access to Contractor's Customer Support through the methods outlined in this Appendix.
2. Commission shall have access to Contractor's Customer Support through the Web-based trouble ticketing Solution or telephone. The trouble ticketing Solution shall provide for the Commission a simple method to submit, track and update issues that require escalation to Contractor's Customer Support. The authorized Commission contacts will each receive an account and training on the ticketing Solution.
3. Contractor shall provide a telephone number for the Commission staff to call during normal Business Hours. This telephone number shall be managed by an automated Solution to quickly connect the Commission staff with the appropriate Customer Support personnel.

4. Contractor's automated Solution shall include the functionality of leaving detailed voice mails describing the issues. The voice mails must be responded to within 24 to 48 hours (excluding weekends and holidays).
5. Priority Levels for the Deficiencies shall be assigned according to definitions specified in Section 5.2.2 ("Problem Correction Priorities").
6. Contractor shall respond within the period specified in Section 5.2.2 (Problem Correction Priorities) depending on the Priority Level of the Deficiency.
7. Contractor's Customer Support shall made be available to the Commission between 8 a.m. and 5 p.m. Pacific Time (PT), Monday through Friday, excluding Commission observed holidays ("Support Hours").
8. Contractor's Customer Support shall work with the Commission's Project Manager and the Commission's technical support staff on correcting Deficiencies and keep such Commission personnel informed regarding the updates and scheduled timeframes to ensure that all maintenance windows are clearly communicated and the requirements of this Appendix are met.
9. Contractor shall triage and update submitted Deficiencies and requests to have the priority, description, type, version and other elements of each case modified by Customer Support based on the severity and business impact. The cases may be downgraded or upgraded in priority, and Contractor shall work with the Commission to ensure that the case is diagnosed properly. In the event of any issues regarding a case, the parties may invoke the Dispute Resolution Procedure as defined in the Contract.
10. Deficiency correction, timeframes and Service Credits for failure to timely correct any Deficiencies as specified herein shall be as specified in Section 5 (Correction of Deficiencies).
11. Enhancement suggestions to the Solution shall be submitted using Contractor's Customer Support ticketing Solution. Contractor shall conduct a preliminary evaluation within thirty (30) days and update the ticket with that preliminary evaluation. Contractor shall use this information in product enhancement planning.

4.3 **Solution Extraction**

As part of Support Services, Contractor shall be responsible for the Commission’s access to the Solution from the Solution to the Commission’s Data Store. The access method shall be direct mirror access, unless otherwise elected by the Commission, Solution extraction shall be highly automated. Failure to deliver the Solution extraction as required more frequently than specified by extract option table below shall be deemed at a minimum a Priority Level 2 Deficiency. Solution extraction shall be performed by Contractor at no additional cost beyond the applicable Maintenance Fees.

Extract Option Table

Commission Selected Data Extraction Option	Priority Level 2 Deficiency for Failure to Deliver at Required Frequency
Daily	Once per Week
Weekly	Once per Month
Monthly	Once per Quarter (3 months)
Direct mirrored Access	Once per Week

4.4 **Response Time Monitoring**

Contractor shall perform Response Time monitoring at regular intervals and in sufficient detail to detect problems. Contractor shall provide the Commission with direct access at any time to the data collected as a result Response Time monitoring. Whenever requested by the Commission, Contractor shall provide the Commission with reports and/or download that data along with all applicable documentation that may be necessary for the Commission to independently monitor the Response Time of the Solution.

4.5 **Backup and Disaster Recovery**

As part of Support Services, Contractor shall also be responsible for Disaster Recovery services and submission of a formal plan for Disaster Recovery (“Disaster Recovery Plan” – See section 9 of this Appendix)

Contractor or the Commission may declare an event a Disaster. Upon occurrence of a Disaster, Contractor shall provide the services outlined in the Disaster Recovery Plan. Contractor shall be subject to the following service level requirements as part of Disaster Recovery, which shall be contained in and are incorporated into the Disaster Recovery Plan:

1. Contractor shall have complete responsibility for restoration of the Solution.
2. In the event of a Disaster declaration, Contractor shall be required to maintain regular and consistent communication with the Commission about the outage and steps taken to restore the Solution.
3. Contractor shall be required to make a declaration of a Disaster and invoke the Disaster Recovery Plan within twelve (12) hours from the disruption of the Production Environment or precipitating event.
4. Contractor shall restore the Solution to a point no greater than twenty-four (24) hours prior to the declaration of the Disaster by the Commission or Contractor.
5. the Commission shall be able to logon to the Disaster Recovery site within forty-eight (48) hours of the declaration of the Disaster by the Commission or Contractor.
6. Contractor shall have at a minimum 50% capacity within forty-eight (48) hours and 100% capacity within ninety-six (96) hours of the declaration of the Disaster by the Commission or Contractor.
7. Contractor's failure to make a declaration of a Disaster within twelve (12) hours shall result in the incident and deemed Unscheduled Downtime.

5. Correction of Deficiencies

5.1 Identification of Deficiencies

The Deficiencies under this Agreement may be identified either as a result of Contractor's use of its own monitoring Solution or discovered by the Commission. Upon discovery of a Deficiency by the Commission, the Commission will report the Deficiency to Contractor's Customer Support for resolution in accordance with this Appendix.

The Priority Level of a Deficiency shall be assigned according to the Priority Level definition set forth in Section 5.2.2 (Problem Correction Priorities). Based on Contractor's proposed solution and/or workaround(s) for the Deficiency, the Commission may reevaluate and escalate or downgrade the Priority Level of the Deficiency pursuant to Section 5.2.4 ("Priority Level Adjustment").

5.2 Resolution of Deficiencies

5.2.1 Uptime Service Level

Contractor will make the services available continuously, as measured over the course of each calendar month period, an average of 99.99% of the time, excluding unavailability as a result of exceptions, as defined below (the “availability percentage”). “Available” means the services shall be available for access and use by the Commission.

For purposes of calculating the availability percentage, the following are “Exceptions” to the service level requirement, and the Services shall not be considered Un-Available , if any inaccessibility is due to: (1) Commission’s acts or omissions; (2) Commission’s Internet connectivity limitations; and (3) Contractors’ regularly scheduled downtime.

5.2.2 Problem Correction Priorities

The Commission shall assign the Priority Level to each Deficiency reported by the Commission to Contractor’s Customer Support. Contractor shall assign Priority Levels to Deficiencies discovered by its own problem monitoring Solution. Following report of a Deficiency from the Commission, Contractor shall respond back to the Commission’s within the prescribed “Response Timeframe” specified below and resolve each such Deficiency within the specified “Resolution Time”. Resolution Time for correction of Deficiencies shall start tolling when the Commission first notifies Contractor of a Deficiency by telephone or otherwise as specified herein, including Contractor’s Customer Support, and shall end when the Commission determines that the Deficiency has been resolved.

Priority Level	Description of Deficiency	Response Timeframe	Resolution Time
1 - Critical	Solution is down, practically down (e.g., Response Time is at or over four (4) times the agreed upon Response Time Baseline) or does not function at all, as determined by the Commission. There is no way to circumvent the problem; a significant number of the Commission users are affected. A production business Solution is inoperable.	One (1) Business Hour	One (1) Business Day
2 – Severe	A component of the Solution is not performing in accordance with the Specifications (e.g., Response Time is at two (2) or three (3) times the agreed upon Response Time Baseline), creating significant the Commission business impact, or its core functionality is not available, as determined by the Commission. OR (i) There is a Minimum Requirement that is not being met or (ii) mandatory reporting is inaccurate. Resolution Time for these two Severe Deficiencies may be extended at the sole discretion of the Commission.	Four (4) Business Hours OR One (1) Business Day	Two (2) Business Days OR Two (2) weeks
3 – Moderate	A component of the Solution is not performing in accordance with the Specifications; there are unexpected results, moderate or minor operational impact, as determined by the Commission.	One (1) Business Day	Two (2) weeks

4 – Low	This is a low impact problem and is not significant to operations or is related to education (e.g., general “how to” and informational Solution Software questions, Documentation requests, understanding of reports or general “how to” create reports), as determined by the Commission.	Two (2) Business Days	Next Version Release or 6 months unless otherwise agreed to by the Commission and Contractor
----------------	--	-----------------------	--

5.2.3 Problem Resolution Process

For any Deficiency reported by the Commission or discovered by Contractor, Contractor shall immediately commence corrective action. Contractor shall correct all Deficiencies within the Resolution Times specified above. Contractor shall also immediately commence to develop a workaround or a fix for any Priority Level 1 or Priority Level 2 Deficiency. The Commission and Contractor shall agree on the Deficiency resolution, whether by a permanent solution or a workaround.

Contractor shall provide the best level of effort to correct all Deficiencies and, in particular, Deficiencies with Priority Level 1 through Priority Level 3. In the event that Contractor fails to correct a Deficiency within the prescribed Resolution Time, Contractor shall provide the Commission with a written or electronic report that includes a detailed explanation of the status of such Deficiency, preliminary actions taken, detailed mitigation plans and an estimated time for completing the correction of such Deficiency. This process will be repeated until the Deficiency is resolved and the resolution is approved by the Commission’s Project Manager. The parties will jointly cooperate during this period of time.

5.2.4 Priority Level Adjustment

The Commission may escalate or downgrade a Priority Level of a Deficiency if the Deficiency meets the definition of the Priority Level as escalated or downgraded. A Deficiency may also be escalated by the Commission if the Deficiency persists or re-occurs, as determined by the Commission’s Project Manager. At the time the Deficiency is escalated or downgraded, an appropriate timeline will be applied for resolution of such Deficiency in accordance with Section 5.2.2 (Problem Correction Priorities). Contractor may not downgrade a Priority Level without the

consent of the Commission's Project Manager. Contractor may not "close" or "inactivate" a trouble ticket or Deficiency report without the consent of the Commission's Project Manager. Contractor may request a special exception to the above timeline where there are extenuating circumstances, with the decision for extension made at the discretion of the Commission's Project Manager.

If a workaround may be provided by Contractor for a Deficiency, the Commission may elect to downgrade the Priority Level of such Deficiency until an agreed upon date. If a permanent fix is not provided by such agreed upon date, The Commission will be able to escalate the Priority Level back to the Original Priority Level or higher, as provided herein.

6. Warranties

6.1 General Warranties

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

1. 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 professional software design meeting industry standards) set forth in this Agreement, including Appendix B (Statement of Work) and this Appendix.
2. All Solution components shall interface and be compatible with each other; and the Solution components, when taken together, shall be capable of delivering all of the functionality as set forth in this Agreement.
3. Unless specified otherwise herein, the Solution shall be free from any and all material Deficiencies.
4. The Solution Maintenance service levels shall not degrade during the term of the Agreement.
5. Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the Solution or any component 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 the Commission's confidential or proprietary information or of causing any unplanned interruption of the

operations of, or accessibility of the Solution or any component to the Commission or any User or which could alter, destroy, or inhibit the use of the Solution or any component, or the data contained therein (collectively referred to for purposes of this Appendix as “Disabling Device(s)”), which could block access to or prevent the use of the Solution or any component by the Commission or Users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any Solution component provided to the Commission under this Agreement, nor shall Contractor knowingly permit any subsequently delivered or provided Solution component to contain any Disabling Device.

6. In addition, Contractor shall prevent viruses from being incorporated or introduced into the Solution or updates or enhancements thereto prior to the installation onto the Solution and shall prevent any viruses from being incorporated or introduced in the process of Contractor’s performance of on-line support.

6.2 Solution Warranties

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

1. All Solution components shall interface and be compatible with each other.
2. The Solution shall be fully compatible with the rest of the Solution components and any enhancements or upgrades shall be backward compatible with the Commission’s standard browser(s) and operating Solution version(s) operated on the Commission workstations.
3. The Solution, including the Solution, shall be capable of delivering all of the functionality and meeting all requirements as set forth in this Agreement, including without limitation the Solution Requirements and the Specifications.

6.3 Solution Performance Requirements

Contractor represents, warrants, covenants and agrees that the Solution shall meet the Solution Performance Requirements within Contractor's control, including but not limited to those relating to Response Time and Solution Availability, as further specified in this Appendix. All Solution Performance Deficiencies shall be deemed at a minimum Priority Level 2 for the purpose of the correction of Deficiencies and other Commission remedies.

The Solution shall be subject to the Solution Performance Requirements specified below.

Solution Performance Category	Solution Performance Requirement
Solution Availability	Ninety-nine point ninety-nine percent (99.99%)
Response Time	Response Time Baseline(s) shall be determined in accordance with Subtask 7.1 (Establish Response Time Baseline and Method) of Appendix B (Statement of Work)
Disaster Recovery	Pursuant to the provisions and requirements of Section 4.5 (Backup and Disaster Recovery).

The following criteria shall be applied with regards to Solution Performance Requirements:

1. Solution Availability shall be calculated as follows:

$$\text{Solution Availability} = (\text{Total Monthly Time} - \text{Unscheduled Downtime}) \div \text{Total Monthly Time}$$

2. Response Time shall be established using the Commission required and Contractor supplied Response Time measurement method, which is a component of the Solution. Response Time Baselines shall apply to all three (3) periods of Response Time measurement: Peak Period, Business Hours and Off-Business Hours.
3. Response Time measurement shall be calculated using a simple average method for each of the three (3) periods of Response Time measurement as provided below.

4. If the average Response Time is greater than the Response Time Baseline for any six (6) periods within a calendar month, The Commission shall notify Contractor using the Customer Support trouble ticketing Solution.
5. Contractor shall keep the Commission informed of the progress of the Response Time problem with the objective of providing a solution as quickly as possible.
6. Contractor will not be responsible for performance within the Los Angeles network (LANET).

7. Remedies

7.1 General

Credits shall accrue for Unscheduled Downtime, including Contractor’s failure to meet the Solution Availability requirements and/or Response Time requirements (hereinafter “Service Credit(s)”). For purposes of assessing Service Credits and this Appendix, “Unscheduled Downtime” shall mean the total amount of time during any calendar month, measured in minutes, during which the Solution has a Major Deficiency that is unresolved by Contractor, excluding Scheduled Downtime.

7.2 Service Credits

Without limiting any other rights and remedies available to the Commission, either pursuant to this Agreement, by law or in equity, the Commission shall be entitled to Service Credits calculated based on the length of Unscheduled Downtime as provided below, subject to the Dispute Resolution Procedure.

Service Credits will not be assessed for Scheduled Downtime.

LENGTH OF CONTINUOUS UNSCHEDULED DOWNTIME	SERVICE CREDITS
1 to 4 hours	1 day of Service Credits equal to 1/30th of Monthly Fees
4 to 48 hours	2 days of Service Credits equal to 1/15th of Monthly Fees
48 to 96 hours	5 days of Service Credits equal to 1/6th of Monthly Fees

Each additional block of 96 hours thereafter	Additional 5 days of Service Credits equal to 1/6th of Monthly Fees
--	---

Service Credits shall be calculated separately for each applicable incident of a Deficiency and shall be added up to be assessed at the end of each month of Solution Maintenance. Service Credits, in any amounts, are not and shall not be construed as penalties and, when assessed, will be deducted from the Commission's payment due to Contractor.

7.3 Solution Response Time Deficiencies

A Response Time Deficiency that fits the definition of a Major Deficiency as a Priority Level 1 or Priority Level 2 shall be deemed to cause Unscheduled Downtime and shall entitle the Commission to assess Service Credits as provided in Section 7.2 (Service Credits) above. In addition, the Solution shall be deemed to be experiencing Unscheduled Downtime after thirty (30) days of any Response Time Deficiency unresolved by Contractor, entitling the Commission to assess Service Credits.

8. WITHHOLDING OF SERVICES

Contractor warrants that during the Term of the Agreement it will not withhold Services provided hereunder, for any reason, including but not limited to a dispute between the parties arising under this Agreement , except as may be specifically authorized herein.

9. DISASTER RECOVERY PLAN

Contractor shall maintain and implement disaster recovery and avoidance procedures to ensure that the Services are not interrupted during any disaster. Contractor shall provide the the Commission with a copy of its current disaster recovery plan and all updates thereto during the Term. All requirements of this Agreement, including those relating to security, personnel due diligence, and training, shall apply to the Contractor disaster recovery site.

10. RESPONSE TIME SERVICE LEVEL

The average download time for each page of the services, including all content contained therein, shall be within the lesser of (a) 0.5 seconds of the weekly Keynote Business 40

Internet Performance Index (KB40) or (b) two seconds. In the event the KB40 is discontinued, a successor index (such as average download times for all other customers of the Contractor) may be mutually agreed upon by the parties.

11. OEM SPECIFICATIONS

All furnished parts and work performed under the Required Contract shall meet or exceed Original Equipment Manufacturer (OEM) specifications and shall meet all local, state, and federal laws, regulations and statutes governing such work.

APPENDIX B

STATEMENT OF WORK

APPENDIX B.1

STATEMENT OF WORK FOR ON PREMISE SOLUTION

This Statement of Work (SOW) is exactly the same as the Fully Managed Solution SOW with the exception of making reference to the On-Premise Solution in Sections 2.3, 2.8-2.10, instead of the Fully Managed Solution.

APPENDIX B STATEMENT OF WORK

1.0 SCOPE OF WORK

1.1 General Background

The Housing Authority of the County of Los Angeles (Housing Authority) is the County's affordable housing agency. The Housing Authority helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement in low and moderate income areas.

The Housing Authority administers both the Section 8 Housing Choice Voucher and Public Housing programs. The Section 8 Housing Choice Voucher program, administered by the Assisted Housing Division of the Housing Authority, currently assists approximately 23,000 families through a partnership with over 13,000 property owners. The Public Housing program, administered by the Housing Management Division of the Housing Authority, manages 3,229 units of public and other affordable housing throughout Los Angeles County.

The Housing Authority is soliciting proposals from qualified organizations that can provide Public Housing and Section 8 Administration Software (PHS), implementation, training, documentation and data conversion as needed in accordance with this Statement of Work.

1.2 Definitions

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

- **Solution:** Shall mean as technology products that are already developed and are used throughout specific industry sectors.
- **Software-as-a-Service (SaaS) or Subscription:** Shall mean the method of software delivery that allows the Housing Authority to access from any computer with an Internet connection and web browser. In this web-based model, software vendors will host and maintain the servers, databases and code that constitute an application.
- **Tasks:** Shall mean one or more areas of work to be performed under this Contract and identified as a numbered Task in the SOW.
- **User Acceptance Testing (UAT):** UAT consists of a process of verifying that a Solution works for the Housing Authority.

2.0 GENERAL REQUIREMENTS

- 2.1 The Contractor must provide qualified and experienced personnel to perform all work in accordance with this SOW.

- 2.2 The Contractor shall provide technical support from 6 a.m. - 6 p.m. Pacific Standard time with off hours support available as necessary with the ability to provide remote support.
- 2.3 The Contractor shall provide a Public Housing and Section 8 Administration Software Solution tools for On Premise.
- 2.4 The Contractor shall provide timely and clean (bug free) updates to software.
- 2.5 The Contractor shall provide Internet website support for system configuration documentation, data dictionary, FAQ's and knowledge base, training material, forums, submittal of service requests, and system updates/downloads.
- 2.6 The Contractor shall provide a on premise solution that will meet the Housing Authority's PHS needs as specified in the following Section 3, Specific Requirements.
- 2.7 The Contractor shall provide a perpetual, fully paid, non-exclusive license to the proposed Solution to support its enterprise.
- 2.8 The Contractor shall provide an annual software maintenance that includes technical support and software updates and new releases;
- 2.9 The Contractor shall provide minimal tailoring of the Solution methodology contained in the software to meet the Commission's requirements to support the development and facilitation;
- 2.10 The Contractor shall provide a Service Enablement Plan and Remediation Checklist for the customer to enable their environment to implement the Public Housing and Section 8 Administration Software Solution;
- 2.11 The Contractor shall assist with the installation and configuration of the Public Housing and Section 8 Administration Software Solution and integrations to inhouse and other applications to meet the Housing Authority's requirements;
- 2.12 The Contractor shall demonstrate availability to offer Public Housing and Section 8 Administration Software Solution Consulting services;
- 2.13 The Contractor shall assist with the implementation of Public Housing and Section 8 Administration Software Solution as specified in the functional and technical requirements document;
- 2.14 The Contractor shall comply with the Service Level and Warranty Agreement (See Exhibit P of Appendix A, Required Contract);
- 2.15 The Contractor shall provide an assessment to the customer's current infrastructure readiness for the Public Housing and Section 8 Administration Software Solution;
- 2.16 Integrate the County's Active Directory Federation Service; and

- 2.17 The Contractor shall train Commission staff on the Public Housing and Section 8 Administration Software Solution methodology and use and general maintenance of it.

3.0 SPECIFIC REQUIREMENTS

3.1 Database and Technical Requirements

The Contractor shall provide the following required database and technical products and capabilities:

- 3.1.1 Microsoft SQL and XML applications such as Internet based waiting list.
- 3.1.2 Delivered Web services enabling queries for staff and clients (or clients' systems) to retrieve data online.
- 3.1.3 Clearly defined database layouts and data dictionary with minimal data redundancy.
- 3.1.4 Clearly defined server, workstation and network resource needs.
- 3.1.5 Ability to perform data maintenance and system updates quickly with minimal to no impact on users daily activities.
- 3.1.6 Data archiving utilities for the purpose of keeping large databases performing at optimal levels.
- 3.1.7 Real-Time Utilities to monitor who's logged into the Solution, troubleshoot errors and monitor system performance.

3.2 Systems' Integration Requirements

The Contractor shall replace or provide equivalent functionality currently provided by, or integrated/interfaced with the, following in-house or Third-Party systems or services:

- 3.2.1 Applicant Registration Portal for the general public to register, update, and/or view their waiting list application status (online). Furthermore, any changes done by public inquiry via the portal must automatically be updated in real-time and to include audit trails regarding any changes done (regardless if changes were done by the public or internal staff);
- 3.2.2 Green Route System (GRS) which integrates with the Housing Authority PeopleSoft and current Housing System provider to provide smart routes (integrating with and sent to Housing Authority-developed iPad app) for Inspectors - developed by 3rd party provider;
- 3.2.3 HQS mobile inspections - iPad app developed by the Housing Authority which integrates with current provider;
- 3.2.4 REAC mobile inspections - Tablet app developed by the Housing Authority which integrates with current provider;

- 3.2.5 Mobile app for Work Orders which is integrated with housing system and mobile inspections;
- 3.2.6 Inspections Dashboard for management and inspectors to track and monitor inspection operations;
- 3.2.7 System auto creates/batches, and approves code 13 -50058s (HQS Annual Inspections) to minimize manual intervention. Also, provides a report to capture any exceptions which failed the code 13 batching process and alert the inspections unit via email;
- 3.2.8 Tenant Portal allows tenants to view and report information online. Functionality includes but is not limited to submitting annual reexamination information, reporting income/family composition changes, viewing their inspection information, rent information, and status. Caseworkers should be able to view, approve or deny all online submissions. Portal should be capable of pushing online submission forms from the portal to Laserfiche Document Management system;
- 3.2.9 Owner Portal allows owners to report owner information, such as but not limited to address changes, direct deposit banking information, change of ownership, and management company changes. Owners can check inspection status, tenant/Housing Assistance Program (HAP) modifications that affect the owners, abatement status (failed owner inspections due to owner caused deficiencies), owner overpayment notices, and a summary HAP report for owners who have multiple tenants;
- 3.2.10 Interactive (mobile) check-in system for our clients (owners, applicants, tenant, and the general public) to inform assigned case worker that the recipient of the scheduled appointment has arrived to tie in with the assigned case worker as identified in the system based on the tenant, landlord, or applicant identification (system identification/Social Security #/Tax ID #);
- 3.2.11 PeopleSoft (ERP) Human Capital Management (HCM) - interface all G/L information from Housing System to ERP. Link case workers and inspectors to respective employee information in ERP;
- 3.2.12 GoSection8 (Rent Comp system) - Provide seamless integration between housing system and the GoSection8 system to eliminate duplicate data entry;
- 3.2.13 Facilitate integration that allows the system to interface with LaserFiche (Document Management system) to view owner/tenant/other PHA related documents;
- 3.2.14 Facilitate integration with the Housing Authority's Shortel Phone system that allows respective tenants and owners to route their call to the assigned case manager based on their owner and tenant identification; and
- 3.2.15 Public Housing Portal which enables tenants to view monthly rent statements and make payments online. Portal integrates with financial institution's Payment Collection gateway.

3.3 General Functionality Requirements

The Contractor shall provide a Solution that provides the following functionality:

- 3.3.1 Built in Quality Control mechanism with data integrity enforcement including date/time-stamped audit trail logging, history tracking on status changes and processes as defined by the Housing Authority. For example, if a record is deleted, modified, or created, an audit trail should record the transaction information, including the date and time deleted or created, and user who deleted or created it. If a tenant, applicant, or owner status is changed, a log of changes should be kept so that the history of changes can be tracked. The Audit Trail should track all changes within each respective module and their fields within the database without affecting system performance;
- 3.3.2 If the Housing Authority chooses, at some future date, to manage other Public Housing Agencies (PHA), the Solution will need to support separate management of these separate agencies and/or Special Programs under the same installation – including the management of separate waiting lists, ACC (Annual Contributions Contract) units, leases, and 50058/50059 processing and submission to HUD under an independent PHA code. Ability to track/process applicants in multiple waiting lists simultaneously with "Applications in process" without disrupting the validity of the data/status for the other active waiting list records or applications in process. Financial Tracking of administrative and HAP expenditures and revenues from multiple sources. Each ACC managed by the Housing Authority would be independent and must be tracked as independent Housing Authorities;
- 3.3.3 Ability to add user-defined objects, either for delivered system's interface(s) or custom and configurable screens to be added by the Housing Authority, for other internal PHA tracking needs;
- 3.3.4 Individual and group security features by system function or user/group responsibilities by module, screen, and/or specific fields where needed;
- 3.3.5 The Solution should force staff to clear all warnings before the 50058 can be approved. Built-in 50058/50059 processes with full PIC/TRACS compatibility including format, validation, and submission. These processes must be in accordance with applicable HUD technical guidelines. For example, 58 processing must be in compliance with PIC's validations according to the 50058 Instructions Booklet and HUD's Technical Reference Guide Book;
- 3.3.6 The Solution should have automated forms management/development/generation and tracking capability linked to specific functions. The system should be able to auto-generate and populate forms, driven by data from a user action or a scheduled task;
- 3.3.7 The Solution should have the capability to allow users to print, view, and/or export reports and forms in various formats;

- 3.3.8 The Solution must have a built in support function that allows the agency to update their letterheads for all forms within the system. Example, if the agency logo, Executive Director name or Board of Commissioners name change, all letterheads can be updated in mass with one function as oppose to updating each letter;
- 3.3.9 Help Screens to include glossary for field uses and terminology;
- 3.3.10 Automated scheduler function that allows staff to create "scheduled" reports that can be saved or emailed to the user or distribution of users;
- 3.3.11 Reports filtering should allow for results based on any range of time;
- 3.3.12 The Solution should have a function that allows staff to create adhoc reports and should auto track the author, specifications, and store in a central reporting menu set for all other users to view;
- 3.3.13 The Solution should have a Report Directory. Directory should include report legend and location of reports. Vendor must also update the Report Directory according to any changes (not only at upgrades);
- 3.3.14 System Manual (user guides) to include glossary for field uses and terminology. Furthermore, the vendor must also provide updated manuals (as changes occur);
- 3.3.15 The Contractor must provide technical and end-user training for implementation. Online courses and webinars should be provided to keep the Housing Authority abreast of compliance or system updates; and
- 3.3.16 The Solution should provide the user with a status on reports, or posting to determine whether a report is running or if a report request was successful.

3.4 Public Housing Requirements

The Contractor shall provide the following functionalities required by the Housing Authority's Housing Management Division:

- 3.4.1 Built in support for Lockbox Rent Collection from Tenants (Public Housing).
- 3.4.2 Built-in support for Automated Clearing House (ACH) for pre-authorized debits to tenants' bank accounts (rent charge collection) via a debit file creation and ACH credits to prepaid cards issued for Utility Reimbursements (URPs). The Solution should distinguish between URPs via an ACH credit to a prepaid card and payments made to the PHA via an ACH debit to the payors account. The Solution should have the capability to automatically disable the Electronic Funds Transfer (EFT) payment method for Public Housing (PH) tenants who are no longer eligible for URPs.
- 3.4.3 The Solution should provide automation to individual sites for the PH monthly rent statements (to include tenant ID, name, unit address, current charge, outstanding balances, and # of days delinquent).

- 3.4.4 Provide illustrations and tools which facilitate the audit and approval/denial of monthly scheduled charges at various functional or hierarchical roles by site.
- 3.4.5 Ability to track and report offline units and HUD expiration or extension submission dates. Goal is to allow public housing staff to pre-identify units that are due for HUD extension.
- 3.4.6 The Solution should have the capability to track different stages of the PH Resident Services Program such as but not limited to the interview process, needs assessment, referrals, and action plans. The system should provide statistical and participant progress reports to monitor the different aspects of the program.
- 3.4.7 The Solution must deliver functionality for Community Service Requirements (CSR) where the Housing Authority can adequately track the community service requirements by adult member living in PH as mandated by HUD. Tracking includes community service type, hours, and agency contact (to verify community service hours/type).
- 3.4.8 Public Housing -Performance Report (mirrors the Public Housing Assessment Systems HUD reporting). The Solution must provide a summary report of the overall PH operations. The report must include the number of inspections completed (tie in with FY calendar), # of work orders and turn around time to complete (tie in with FY calendar), Vacancy Unit Turn-Around Time (VUTT) by AMPs, # of vacant units (include # of days vacant), # of offline units, and dollar amount Rents Charged/Rents Collected/outstanding Balance (include regular rents, maintenance and other related fees, including fraud collections).
- 3.4.9 The Solution should have the capability to auto track and report delinquent rent payers (including each historical occurrence). The Solution should facilitate auto generation of notices based on the delinquencies as well as other legal notices to Public Housing tenants (30-day notice, 14-day, 3-day notice, 60-day notice, and notice to appear for counseling). A historical audit trail should be available for potential eviction cases that may result in legal proceedings.
- 3.4.10 Built-in tracking mechanism that tracks the number of Non Sufficient Fund (NSF) charges and capability to reverse NSF counts when tenant is not at fault.
- 3.4.11 Maintenance Work Order system, fully integrated with Inventory Management by site/AMP.
- 3.4.12 Property/Unit Management must include the tracking of details regarding location of all utility meters (water, gas, and electricity) by site/unit/AMP.
- 3.4.13 Ability to track construction projects (tracking should include but not be limited to: projects by site, project type, and reports that include the historical costs/scope of work and completed project dates).

3.5 **Section 8 Program Requirements**

The Contractor shall provide the following functionalities required by the Housing Authority's Assisted Housing Division:

- 3.5.1 SEMAP Compliance Tracking and Reporting;
- 3.5.2 The Solution must include VMS reporting requirements;
- 3.5.3 The Solution should have the ability to conduct the Rent Reasonableness test (HUD requirements for lease ups) and create a report on the results. The report should include the prorated HAP/Tenant Rent, full HAP/tenant Rent, owner and tenant information, including assisted unit address, to name a few). The system should have the ability to run statistical reports on rent reasonableness determinations;
- 3.5.4 The Solution should have a built in function for the 1099 form for landlords and file transmission to IRS. The Solution should have an exception report to identify duplicate records;
- 3.5.5 The Solution should facilitate Direct Deposit HAP payments to owners;
- 3.5.6 Built in feature to search for existing owner Tax ID or SSN to avoid creating duplicate owner cards. System should have the capability to block duplicate SSN's or TIN's with an override function. System should also have a Vendor Payment ledger with the ability to subtotal payments per month;
- 3.5.7 Housing Authority Portal (Portability) for other PHAs to electronically communicate with the Housing Authority by submitting/upload their billing information or voucher absorption changes. System should flag assigned staff to execute changes to ensure HUD compliance (according to portability requirements);
- 3.5.8 System should include a Management Dashboard that provides a daily summary activity (for example but not limited to: # inspection scheduled, inspections/annuals completed/delinquent, # of leased units/vacant units, vouchers issued/outstanding, daily appointments by employee, and case load listing). System should also include an Employee Dashboard that provides a daily summary for staff of their pending assignments and appointments for example but not limited to delinquent Annual re-exams, Voucher Issuance, HQS actions (abatements), proposed terminations, applications;
- 3.5.9 Functionality to automatically schedule and assign inspections based on next inspection due date (10 months from the last inspection date pass). For example: Automate Inspections batching, scheduling, and inspectors routing for all programs (must include the HUD requirements for the Project Based program as it relates to the annual inspections-20% pass rate). Also dashboard must have the capability to monitor daily progress for scheduled inspections by inspector. Function should also include the ability to generate the Notices regarding scheduled inspections to owners/tenants (for each inspection batching). System should have the capability to alert staff of pending inspections due that have not been scheduled;
- 3.5.10 System should have ability to detect duplicate unit addresses and should incorporate the United States Postal Coding (USPC) for the validity of the address. System should block duplicate address entry, and unit numbers should not be connected to a program type. Units should be interchangeable between programs; and

3.5.11 Portability Reports to monitor all Administered Port-In's and Port-Out's as well as incoming and outgoing ports. Report should include where the portability record is in process (for example but not limited to: voucher issuance, RFTA received, lease up with its respective billing or absorb code). Furthermore, the system should auto generate a 52665 with the billing date/information. System should also have a functionality that allows automatic updates of the Portability Administrative fees as they change.

3.6 **Common Requirements for both Assisted Housing and Housing Management**

The Contractor shall provide the following functionalities required by the Housing Authority:

- 3.6.1 Built-in tracking that allows management to track all End of Participations (EOP) and/or moves by reason type and specified time frames (Note: 50058 only records EOP but not the reason for EOP). It would be beneficial to internally track the reasons for EOP or moves from one property/unit to another within the Housing Authority programs;
- 3.6.2 Ability to track unit history (former tenants including user audit trail to track changes done by date/time/user ID);
- 3.6.3 Ability to track tenant history (moves, transfers to other units/properties), including user audit trail to track changes done by date/time/user ID);
- 3.6.4 System should allow management to execute a caseload distribution based on the Housing Authority's criteria, such as zip code, tenant name, property/unit characteristics;
- 3.6.5 Verification of hierarchy tracking module to ensure compliance with HUD recommended levels of verification;
- 3.6.6 System must include all FSS tracking, including Portability, and reporting requirements to ensure HUD compliance;
- 3.6.7 System should include a Waiting List Management Dashboard for Section 8, Special Programs, and Public Housing Applicants. The module should include demographic reports on applicants, # of applicants per wait list, PHA preferences (for example but not limited to: homeless, veteran, domestic violence, jurisdiction, and senior status);
- 3.6.8 System should allow for waiting list selection based on program rules and be able to track each selection respectively. A selection report should be available to illustrate preferences and other criteria to determine accuracy prior to the official selection from the respective waiting list;
- 3.6.9 Capability to track applications in process for each selection. Reports to show, for example but not limited to, the total selected, date selected, # of applications cancelled, # leased;
- 3.6.10 System should enable mass cancellation of Waiting List applicants;
- 3.6.11 System should auto flag system users for possible duplicate tenants to avoid duplicate subsidies;

- 3.6.12 Built-in function that allows staff to transfer an existing tenant from one program to another without affecting or disrupting the original tenant record and historical financial information;
- 3.6.13 Integration of appointment scheduling with Outlook. For example, if mass or individual appointments are scheduled via the system, each appointment should reflect on the Microsoft Outlook Calendar;
- 3.6.14 System must include the memo functionality for case notes. Notes should track the date memo entered, user who created the memo and memo type. Staff should not have the capability to back date notes. Also, system should have a Memo Report function that allows staff to print memos within a respective tenant/applicant record by date range or print all memos regardless of date range;
- 3.6.15 System must have the ability to record/track ADA Reasonable Accommodation requests, reasons for the request, and approvals or denials;
- 3.6.16 System must have the ability to record/track language preference (LEP requirement);
- 3.6.17 System should have reports and graphic illustrations in place to capture the tenant and applicant demographics (for example but not limited to gender, age, ethnicity, race, annual income, veteran status, disability status, homeless status), for each individual/households, service area (SPA), AMPs (PH program), including County Supervisorial and Congressional Districts for any specified time frame;
- 3.6.18 Workflow functionality to ensure various steps are followed for each functional business process, starting from application process through tenant end-of-participation. System should enforce compliance with HUD, the Housing Authority Administrative Plan, and have built-in 50058 and 50059 enforcements/validations throughout a process. System should provide reports to monitor workflow processes that can help management identify bottlenecks;
- 3.6.19 Ability to configure and distribute assignments with due dates to caseworkers and track status of assignments through completion. System should provide reports to monitor the status of caseload assignments;
- 3.6.20 System must have the ability to track all Criminal Background checks in process/approved/denied or pending finger printing for each respective applicant and other household members within the family composition, including existing tenants (family add-on for existing tenants). This function must include detailed reports for management to monitor the criminal background checks and related processing fees;
- 3.6.21 Quality Control dashboard/function for supervisor/management to audit staff's completed files for program compliance. Dashboard should include random sampling for audit purposes (PHAS and SEMAP requirements). Also quality control features should capture errors and translate them into reports to identify training needs and staff evaluations; and
- 3.6.22 Built-in Function that tracks all Tenant Payment Agreements for Public Housing and Section 8 Tenants. Tracking must include reason for payment

agreement, payment arrangement amount (for example but not limited to, down payment, monthly payment, full payment). Also, the system must include a monthly auto-generated report to management/division that captures all those who have defaulted on the agreement so the agency can pursue legal matters as needed, including program termination.

3.7 Financial Management Requirements

The Contractor shall provide the following functionalities required by the Housing Authority's Financial Management Division:

- 3.7.1 Full financial reporting capability, including but not limited to Accounts Receivable, Payables, G/L, Check register;
- 3.7.2 Aged Receivable report with ability for specific date cut-off;
- 3.7.3 Ability to interface G/L with other systems;
- 3.7.4 Ability to select electronic method of payment;
- 3.7.5 Ability to house two distinct banking instructions for tenants;
Example, one for ACH credits/payouts (URP Prepaid cards) and one for ACH debits/Receipts (rent)";
- 3.7.6 Enhance existing integration with Laserfiche to enable view of source documents scanned to support Journal entries;
- 3.7.7 Ability to run Tenant Prepay Report for specific cut-off date;
- 3.7.8 Ability to run Portability Statement to 'exclude 0.00 balances';
- 3.7.9 Landlord overpayment tracking;
- 3.7.10 Financial transactions should include: transaction date, posting date, tenant ID, G/L account. Property ID, landlord ID (HAP); and
- 3.7.11 Users should be able to query or run reports for all financial transaction details within a posting date range, G/L account#, Property #, landlord ID, or any combination of these.

3.8 Tasks and Deliverables

3.8.1 Task 1 - Project Planning

Throughout the term of the Contract, under the direction of the Housing Authority's Project Manager, Contractor shall provide full project management and control of project activities for all phases of the project including, but not limited to:

- A. Contractor staffing and personnel matters;
- B. Management of Contractor technical staff;
- C. Planning and direction;
- D. Evaluation of results and status reporting;
- E. Error reporting and status throughout the project, to include a clearly defined matrix Severity Level Definitions plan;
- F. Incorporation of the Housing Authority's functional and technical requirements;

- G. Incorporation of required software modifications; and
- H. Version control throughout the project with documentation of changes including dependencies and functional impact.

Contractor will not be responsible for the performance of Housing Authority personnel. However, Contractor shall coordinate with the Housing Authority's Project Manager to ensure that all tasks, subtasks, deliverables, goods, services and other work are performed in a timely manner.

3.8.1.1 **Subtask 1.1 – Develop and Present Project Control Document**

Contractor shall develop a Project Control Document (PCD). Specifically, Contractor shall address each task and subtask to be performed during the design development, implementation, operation and support of the on-line Solution in the PCD. Contractor shall formally present the PCD in writing to the Housing Authority for approval within fourteen (14) business days of contract execution.

Contractor shall update the PCD on a monthly basis with the exception of the detailed Work Plan, Milestone Chart and Risk Management sections, which shall be updated when changes are made. The Housing Authority Project Manager must review and approve all updates to the PCD, Detailed Work Plan, Milestone Chart and Risk Management sections.

3.8.1.2 **Deliverable 1.1**

Contractor shall provide the Housing Authority with a PCD within 14 business days of contract execution. This document shall be updated and maintained throughout the life of the project. The PCD shall include, without limitation, the following components:

- A. Assumptions – A listing of all relevant assumptions made in the development of the detailed work plan. All estimated assumptions which have been calculated must be clearly documented here.
- B. Change Management Process – A description of the change management process that will be used in order to mitigate any negative impact on the Housing Authority as a result of Solution implementation and ongoing enhancements.
- C. Communication Plan – A description of the primary means of communication that will be used throughout the project. This should include a description of any recurring tasks and subtasks, and the date and time of such meetings.
- D. Detailed Work Plan – A detailed narrative description of project tasks and subtasks, roles and responsibilities of project team members by task, timeframe to complete each task and any dependencies on other tasks.
- E. Deliverables List – In sequential order or numbered Deliverables, a list of the Deliverables to be produced for each

task and subtask, including a paragraph description of each Deliverable.

- F. Escalation Procedures – A description of the process to be used to resolve project conflicts, including a diagram of the process and key project team members responsible for decision-making and conflict resolution.
- G. GANTT Chart – A chart showing the tasks, subtasks, milestones, critical path, and dependencies organized by deliverables, as appropriate, and in accordance with the Detailed Work Plan.
- H. Milestone Chart – A list of key project Milestones, including deliverables, the target completion date and action completion date.
- I. Project Scope and Objectives – A brief statement of the scope and objectives of the project.
- J. Project Organization, Roles and Responsibilities – A hierarchical structure depicting the organization of the project team and its reporting relationships. This should include the Housing Authority’s project team and key personnel, and any additional relevant organizational relationships, as well as a description of the primary roles and responsibilities of the project team members.
- K. Risk Management – A description of the risk management process, including a tracking mechanism for potential project risks; the probability of those risks occurring; potential impact of those risks; and risk mitigation strategies.
- L. Solution Description – A brief statement describing the basic functionality and related components.
- M. Testing Strategies – A description of the different types of tests that will be conducted against the software and the approach to be used, including the roles and responsibilities of each team member.
- N. Training Strategies – A description of the training approach addressing technical training, end-user training and train-the-trainer for Housing Authority staff.

3.8.2 **Task 2 – Project Management**

Under the direction of the Housing Authority’s Project Manager, Contractor shall provide full project management and control of project activities for the implementation phase of the project. Full project management shall include, but not be limited to:

- A. Planning and direction;
- B. Evaluation of results and status reporting;
- C. Incorporation of the Housing Authority’s business processes, security and technical requirements;
- D. As applicable, incorporation of required software modifications;
- E. Management and tracking of all issues and their resolution; and
- F. Management the change control process

Commencing from the contract execution date, Contractor's Project Manager shall provide written status reports to the Housing Authority's Project Manager and conduct meetings on a weekly basis until final acceptance. The status reports will compare actual progress for the preceding week with the detailed work plan, and address any variances and work schedule for the following period.

As part of project management, Contractor shall ensure that the Housing Authority realizes the maximum benefit from the Solution provided by Contractor. The Project Status Report prepared by Contractor pursuant to this task, shall be used as the mechanism for Contractor to report any project risks or problems identified as part of the quality assurance process.

3.8.2.1 Deliverable 2.1

Contractor shall prepare and present to the Housing Authority's Project Manager a weekly Project Status Report to report project progress, plans, and outstanding issues. Contractor shall meet with the Housing Authority's Project Manager at least weekly to review these status reports and any related matters. All variances shall be presented for approval at the status meeting. Subsequent to the Housing Authority approval of variances, Contractor shall update the Detailed Work Plan, Milestone Chart and Risk Management sections of the Project Control Document to reflect the changes and send an updated copy of those sections to the Housing Authority's Project Manager within five (5) business days. Although weekly status meetings will be required, it is anticipated that coordination between Contractor's Project Manager and the Housing Authority's Project Manager will occur on a more frequent basis.

The first status report shall be presented to the Housing Authority's Project Manager fourteen (14) calendar days following contract execution, in the following format:

- A. Period covered by the report;
- B. Tasks scheduled for completion which were completed;
- C. Tasks scheduled for completion which were not completed;
- D. Tasks not scheduled for completion which were completed;
- E. Tasks scheduled for completion in the next reporting period;
- F. Issues resolved;
- G. Issues to be resolved with recommended Solution; and
- H. Summary of project status as of reporting date.

3.8.3 Task 3 – Solution Setup

3.8.3.1 Subtask 3.1 – Architecture Design - Recommend Hardware and Network Configuration

The Contractor will deliver an architecture design which will illustrate and document the layers, servers and connections. If the

application is to be Hosted Off-Premise, details regarding location, infrastructure and connectivity must be provided in this design document. If the application is to be self-hosted at the Housing Authority Data Center, recommended hardware for best practice with the application must be provided. In either case, hosted or on-premise, the Contractor shall provide recommended configurations to provide optimal Solution performance and capability for integration with in-house Housing Authority systems.

3.8.3.2 Deliverable 3.1 – Solution Infrastructure Certification

If the proposal is for a hosted solution, the Contractor shall certify in writing that the recommended Hosting Infrastructure configuration will, during the term of this Contract, satisfy the applicable functional requirements.

3.8.3.3 Subtask 3.2 – Solution Implementation

Contractor shall develop a deployment plan for the implementation of the Solution, which shall, without limitation:

- 1) Identify the technical configuration for Solution implementation for Production Use;
- 2) Identify operating Solution requirements for the Solution;
- 3) Identify method of accessing the Solution remotely;
- 4) Verify that installed Solution is operational;

Upon Housing Authority's approval of the Deployment Plan, Contractor shall implement the Solution as necessary to satisfy the functional requirements, consistent with the timeframes set for in the PCD.

3.8.3.4 Deliverable 3.2 – Successfully Implemented Solution

Contractor shall provide to the Housing Authority a written Implementation Report and certification, including, without limitation, documentation on the Solution setup and basic software troubleshooting, to certify that all the Solution has been successfully installed and is operating properly.

3.8.3.5 Subtask 3.3 Configuration Review Sessions

Housing Authority project staff will review the configuration effort at check points that will be agreed to by both the Housing Authority's Project Manager and Contractor's Project Manager, as specified in the PCD. These check point reviews will be used to determine if the effort is on schedule and meets the user requirements.

3.8.4 Task 4 – Solution Tests

Following completion of successful installation of the requisite Solution, the Contractor, with assistance from the Housing Authority, where applicable,

shall perform all Solution tests, including, but not limited to, Acceptance tests.

3.8.4.1 Subtask 4.1 – Develop Solution Test Plan

Contractor shall prepare a test plan and test cases, for all Solution tests including module test, integration test, stress test, and regression test. Among other items, the Solution test plan shall include the components listed below:

- A. Introduction;
- B. Assumptions;
- C. Solution test plan;
- D. Solution test objectives;
- E. Solution test acceptance criteria;
- F. Solution test schedule;
- G. Responsibilities;
- H. Resource requirements;
- I. Procedures;
- J. Test cases;
- K. Performance tests; and
- L. Disaster recovery tests.

3.8.4.2 Deliverable 4.1

Contractor shall develop a comprehensive test plan and submit to the Housing Authority for approval.

3.8.4.3 Subtask 4.2 – Conduct Solution Tests

Contractor, with assistance from the Housing Authority where applicable, shall perform each of the Solution tests according to Housing Authority-approved Solution test plan. A Solution test shall be completed and accepted only upon Housing Authority approval. All Solution tests shall be repeated as necessary in order to reach acceptance.

Prior to commencing tests, Contractor shall create a controlled test environment. Contractor, in conjunction with the Housing Authority, shall thoroughly test the components of the Solution and related procedures and controls in this test environment. All Solution functionality shall be successfully executed at least once with no subsequent modifications to the entire business process during the Solution tests prior to Housing Authority rendering its approval and acceptance. Solution test data shall be developed for testing functionality with the execution of the test script.

Additionally, Contractor shall introduce test data that exercises logic to handle “out-of-norm” conditions.

Contractor shall document the expected results of each Solution test script prior to running the Solution test and shall resolve all

differences in the Solution Test results. Contractor shall present documentation that confirms the resolution of the Solution test results variances to the Housing Authority's Project Manager for approval prior to continuing with the Solution test.

3.8.4.4 Deliverable 4.2 – Solution Test Results Report

Contractor shall achieve Solution acceptance by reviewing, with the Housing Authority, all documentation and project results, against pre-defined acceptance criteria. Contractor shall achieve Solution acceptance in accordance with the Acceptance Test Plan (ATP). Solution Administration and reporting tools shall be tested separately.

3.8.5 Task 5 – Data Migration

3.8.5.1 Subtask 5.1 – Acquire Data from Housing Authority

Contractor shall work with the Housing Authority to acquire data from the current system and will provide or develop any programs or scripts required to migrate data to the Contractor's Solution.

Once the information has been acquired from the Housing Authority, Contractor shall load the data into the Solution, and perform the necessary tests to ensure the information is structured properly and can be used to meet the functional requirements.

3.8.5.2 Deliverable 5.1 – Successfully Loaded Data

Contractor shall provide to the Housing Authority a written Data Load Report and Certification. This Report and Certification shall serve as documentation that all of the necessary data has been loaded into the Solution, and can be used to meet the functional requirements.

3.8.6 Task 6 – User Acceptance Test (UAT)

Contractor shall assist the Housing Authority in preparing a UAT Plan for the UAT, which shall include, but not be limited to:

- A. Detailed descriptions of the purpose and expected results of each UAT;
- B. Test scripts;
- C. Testing objectives;
- D. Description of Contractor and Housing Authority roles in performing the UAT; and
- E. Problem Resolution Strategy.

The UAT Plan shall include a method for documenting and reporting compliance with Solution requirements and will identify the user roles to participate in the UAT.

3.8.6.1 Subtask 6.1 – Conduct User Acceptance Test (UAT)

The Housing Authority and Contractor jointly will perform the UAT. This test shall be performed with a simulated full load in test environment created by Contractor. There shall be several cycles of the test performed before UAT is completed. When UAT is completed, the Solution shall be deemed ready for implementation.

Results of the UAT shall be documented, reviewed, and approved in writing by the Housing Authority. In the event of missing or improperly operating functions, Contractor shall be notified, in writing, by the Housing Authority's Project Director, and Contractor shall correct the deficiencies within five (5) calendar days from the date of notification. During this testing period, all personnel designated by the Housing Authority's Project Manager to participate in the UAT shall have unlimited access to the Solution.

UAT shall not be considered completed until all functionality of the Solution has been successfully tested and the Housing Authority's Project Manager has accepted the final results. In the event the UAT results do not satisfy all the requirements, as determined by the Housing Authority, Contractor shall:

- A. Provide a written revised Solution and schedule that will satisfy all requirements. The proposed Solution is subject to the written approval of the Housing Authority; and
- B. Implement and test the proposed Solution until such time as the Housing Authority provides written approval.

3.8.6.2 Deliverable 6.1 – User Acceptance Test Results Report

Contractor shall conduct and successfully complete the UAT prior to Solution implementation. Contractor shall deliver to Housing Authority a UAT Results Report within one (1) week of successful completion of UAT.

3.8.7 Task 7 - Solution Training and Documentation

3.8.7.1 Subtask 7.1 – Train Staff

Contractor shall prepare and implement a comprehensive training program, including, without limitation, any necessary training materials. The training program shall include training materials addressing technical training, end-user training and train-the-trainers (T3).

As part of the training, Contractor shall provide the designated Housing Authority groups with extensive working knowledge of the Solution capabilities, training in the administration of the Solution, problem training to ensure users will become acquainted with error messages, on-line support and corrective actions. Training data will

be created and incorporated in the training manuals. For the purpose of training, Contractor shall create a training environment.

3.8.7.2 Deliverable 7.1 – Trained Staff

Contractor shall provide to the Housing Authority a detailed plan for training staff on the use of the Solution. Contractor shall deliver training classes and training materials.

3.8.7.3 Subtask 7.2 – Prepare and Provide User Documentation

Contractor shall prepare user reference Documentation for all Solutions provided by Contractor. This Documentation shall include, without limitation, manuals that shall provide the Housing Authority with a comprehensive reference source of Solution functionality and data definitions. Contractor shall provide user reference Documentation in hard copy format, and in electronic format.

3.8.7.4 Deliverable 7.2 – Solution Documentation

Contractor shall provide to the Housing Authority a comprehensive T3 training program, reference documentation of Solution functionality and data definitions, and technical support program. Contractor shall provide training materials to support on-going T3 training requirements. Documentation to support operation of the Solution and user reference will also be provided. Contractor shall deliver this documentation to the Housing Authority in hard copy format and in electronic format. Contractor shall also deliver electronic links to any on-line help and documentation files for the Solution, if available.

This deliverable includes those activities associated with the delivery to the Housing Authority of technical support, both on-site and remote access (telephone & internet), for the purpose of troubleshooting user problems and Solution-error resolution. Contractor shall provide these support services five (5) days per week, during normal business hours, 8:00 a.m. - 5:00 p.m. Pacific Standard Time.

3.8.8 Task 8 – Solution Implementation

3.8.8.1 Subtask 8.1 – Prepare Technical Configuration and Solution Implementation Plan

Contractor shall prepare a Solution installation plan that identifies, without limitation, the technical configuration required for the Solution to be installed for Production Use. As part of this subtask, Contractor shall, without limitation, identify all configuration settings required for the Solution.

3.8.8.2 Deliverable 8.1 – Solution Cutover and Installation Plan

Contractor shall prepare and deliver to the Housing Authority the installation plan, which shall, without limitation, identify the logistics, timing and technical configuration required for the Solution installation, legacy data migration and cutover of the Solution to Production Use.

3.8.8.3 Subtask 8.2 – Perform Solution Cutover to Production Use

Contractor shall prepare the Solution for Production Use. As part of Solution cutover to Production Use, Contractor shall, at a minimum:

- A. Confirm that the Housing Authority and Contractor have successfully completed all acceptance tests;
- B. Confirm that hosted environment is fully operational; and
- C. Transfer to Production environment the successfully tested Solution.

Completion of Subtask 8.2 shall constitute cutover to Production, and the Solution shall be in Production Use.

3.8.8.4 Deliverable 8.2 – Solution in Production Use

Contractor shall complete the Solution Cutover to Production Use. Upon completion of this Deliverable, the Solution shall be implemented in the Production environment on the Solution hardware, and the Solution shall be in Production Use.

3.8.8.5 Subtask 8.3 – Maintain Non-Deficient Solution in Production Use

Contractor shall maintain the Solution in Production use with no deficiencies, as determined in the sole judgment of the Housing Authority's Project Manager, for thirty (30) consecutive days following the Housing Authority's written approval of Deliverable 8.2. Upon occurrence of a deficiency, Contractor shall correct such deficiency and restart the thirty (30) consecutive day cycle.

3.8.8.6 Deliverable 8.3 – Non-Deficient Solution in Production Use

Contractor shall provide to the Housing Authority for approval documented results certifying that the Solution was maintained in Production use for thirty (30) consecutive days with no deficiencies pursuant to Section 3.8.8.5 Subtask 8.3. No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by Housing Authority Project Director in accordance with the procedures set forth in this Contract.

3.8.8.7 Subtask 8.4 – Conduct Post-Implementation Review

Following Solution cutover to Production, Contractor shall collect and evaluate results of operation to assess the success and shortcomings of the Solution implementation efforts. Contractor

shall prepare and submit to the Housing Authority a Post-Implementation Review Report, which shall evaluate the Solution cutover and implementation process and shall, at a minimum, include the following:

- A. Comparison/analyses of actual versus planned completion of subtasks;
- B. Anticipated versus actual resources required;
- C. Business and Solution lessons learned;
- D. Suggested guidelines for installation of future phases and enhancements;
- E. Pitfalls to avoid in the future; and
- F. User feedback.

3.8.8.8 Deliverable 8.4 – Post Implementation Review Report

Contractor shall deliver and present to the Housing Authority's Project Manager a Post-Implementation Review Report prepared in accordance with Section 3.8.8.7 Subtask 8.4.

3.8.9 Task 9 – Provide Maintenance and Support

The Contractor shall provide maintenance and support services which will include, but not be limited to updates, operational support, self-service capabilities, and help desk services, as requested by the Housing Authority.

The operational Solution support shall commence upon start of the implementation activities and shall continue during the term of this Contract. The Solution support services shall include but not limited to the following:

- A. Support for Solution issues/problems;
- B. Support for Solution upgrades, updates, new release;
- C. Support for Solution fixes, patches; and
- D. Access to knowledgeable Contractor personnel (i.e. Help Desk) who can answer questions on the use of the Solution or provide analysis on Solutions to operation problems the Housing Authority may encounter.

3.8.9.1 Deliverable 9 – Maintenance and Support

Contractor shall provide maintenance and support services, consisting of maintenance services and operations Solution support, in accordance with the requirements of this Contract during the term of the Contract.

3.8.10 Task 10 – Post-Implementation Services

3.8.10.1 Subtask 10.1 – Provide Additional Training

Contractor shall, upon written request by the Housing Authority's Project Manager, provide additional training,

including, without limitation, any necessary training material at the request of the Housing Authority. The additional training program shall include training courses addressing technical training, end-user training and train-the-trainers for Housing Authority's staff, end-users and trainers respectively.

As part of the training, Contractor shall provide the designated Housing Authority groups with extensive working knowledge of the Solution capabilities, including, without limitation, any post-implementation enhancements, revision, improvements, bug fixes, patches, upgrade, updates, Deficiency corrections as well as training in the administration of the Solution.

3.8.10.2 Deliverable 10.1 – Additional Training

For the purpose of conducting additional training, Contractor shall plan and create a training environment.

Contractor shall deliver training classes consistent with the classes described in the Housing Authority approved plan and certify in writing that all training as described in Section 3.8.10. 1 Subtask 10.1 has been successfully completed.

3.8.10.3 Subtask 10.2 – Provide Consulting Services

Contractor shall, upon written request by the Housing Authority's Project Manager, provide consulting services during the term of this Contract. Following the Housing Authority's request for consulting services, the Contractor's identified hourly rate for all resources to be used during said Consulting Services, are referenced in the *Appendix C – Required Forms (Cost Sheet)*. Contractor shall additionally submit an estimation of personnel hours to complete such consulting services. The Housing Authority and Contractor shall agree to the SOW for the task, subtasks and deliverables to be performed with the identified hourly rate for all resources to be used during said Consulting Services, referenced in the *Appendix C – Required Forms (Cost Sheet)* and number of hours for such consulting services. All consulting services by Contractor under this Contract shall be subject to the Housing Authority's written approval in accordance with the terms of this Contract.

3.8.10.4 Deliverable 10.2 – Housing Authority Approved Consulting Services

Contractor shall provide consulting services in accordance with Section 3.8.10.3 Subtask 10.2 and certify in writing that

the consulting services meet the requirements of the applicable SOW and the services standards set forth in this Contract.

3.8.10.5 **Subtask 10.3 – Prepare and Provide Additional Solution Documentation**

Contractor shall prepare and provide additional user reference documentation, including, without limitation, material that references any post-implementation enhancements, revision, improvements, bug fixes, patches, upgrades, updates, and deficiency corrections. Contractor shall make additional user reference documentation available in hard copy format, if requested by the Housing Authority, and in electronic format.

3.8.10.6 **Deliverable 10.3 – Additional Solution Documentation**

Contractor shall provide to the Housing Authority comprehensive additional user reference documentation of Solution functionality and data definitions in accordance with Section 3.8.10.5 Subtask 10.3.

4.0 RESPONSIBILITIES

The Housing Authority and the Contractor's responsibilities are as follows:

HOUSING AUTHORITY

4.1 Personnel

The Housing Authority will administer the Contract and will perform the following duties:

- Monitor the Contractor's performance in the daily operation of this Contract.
- Provide direction to the Contractor in areas relating to policy, information and procedural requirements.
- Prepare Amendments to the Contract in accordance with the Contract.
- Provide a Project Manager or designated alternate as a day-to-day contact for the Contractor.

4.2 Computer Training Room

The Housing Authority shall provide the Contractor with access to the computer training room

4.3 Travel Expenses

The Contractor shall be reimbursed for travel and related expenses in accordance with the Housing Authority/Commission's Administrative Travel Policy as referenced in Exhibit 3 - Commission's Administrative Travel Policy (dated 11/29/10).

4.4 Patent Rights

The Housing Authority will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

4.5 Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or in behalf of the Contractor. All such documents become the property of the Housing Authority and the Housing Authority holds all the rights to said data.

4.6 Identification Badges

The Housing Authority shall furnish and require every on-duty employee of the Consultant accessing Housing Authority property to wear a visible photo identification badge with the employee's name on it. This badge shall be displayed on employee's person at all times while the employee is on Housing Authority designated property.

CONTRACTOR

4.7 Project Manager

- The Contractor shall have a Project Manager or other designated alternate available for daily contact with Housing Authority staff. Contractor shall provide a telephone number where the Project Manager may be reached on normal Housing Authority business hours and may be reached by cell phone outside of normal Housing Authority business hours.
- The Contractor shall have its Project Manager act as a central point of contact with the Housing Authority. The Project Manager shall demonstrate previous experience in the management of work requirements for facilities similar in size and complexity.
- The Contractor shall give its Project Manager or alternate full authority to act for Contractor on all matters relating to the daily operation of this Contract. The Project Manager or alternate shall be able to effectively communicate both orally and in writing in English.

4.8 Personnel

The Contractor shall assign a sufficient number of employees to perform the required work. **At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.**

4.9 Materials and Equipment

4.8.1 The Contractor shall purchase all materials/equipment necessary to provide the needed services. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

4.8.2 If the proposal is for an on premise Solution, The Housing Authority will provide network account(s) and connectivity software to the Contractor, if necessary, to connect to the Housing Authority infrastructure and, in

particular, to the specific server environment establish for installation of the proposed Solution.

4.10 **Meetings**

The Contractor shall schedule and hold regular progress meetings throughout the project and deliver meeting minutes within a week to all attendees via email.

4.11 **Third Party Software**

The Contractor shall provide detailed information regarding any Third Party software used by the proposed system or on which its functionality is dependent. In particular, provide information for any license purchases or maintenance agreements for said Third Party software that the Housing Authority will be responsible for.

4.12 **Technical Assistance and Maintenance**

The Contractor shall provide the following annual maintenance and technical services:

- Correction of errors;
- Maintenance releases;
- Product improvements & extensions;
- Unlimited case logging (via web and telephone numbers designated by the Contractor);
- Provide phone support during office hours, 6:00 AM to 6:00 PM (aPST); and
- Acceptance of the questions/support issue posted and feedback given on the same day or not more than 24 hours from its posting.
- Web Site Support area services:
 - Licensing: this section is used to activate your copy of the software.
 - Support: technical support and case status tracking via web.
 - Knowledge-base: articles and training webinars mostly of a technical nature that include tips, tricks and best practice advice. Guidance to users on how to use the application. (If applicable)
 - Download: area for downloading the software itself, the documentation in various languages and also examples, demos, common drivers and utilities.
 - Mailing lists: for users to subscribe to different mailing lists so that they are automatically notified when a new release of the software is published or when new articles are posted on the knowledge-base.

5.0 HOURS / DAYS OF WORK

The Housing Authority office hours are from 8:00 a.m. to 5:00 p.m. The Housing Authority offices are closed on the following Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day

- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

6.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Housing Authority that it will consistently deliver a high level of service throughout the term of the Contract. As part of its standard operating procedure, the Contractor will use one or more monitoring documents to assess each deliverable to insure a complete, high quality and error free deliverable. The monitoring documents should be in a checklist format listing the criteria and elements of the deliverable and identifying the expected outcome(s). Each document should include a sign off line for each criteria and element. It should also include space for any narrative required to explain deviations or provide clarifications. Before the Contractor starts work on a deliverable, it will submit the related monitoring document(s) for Housing Authority review and approval prior to starting work on the related deliverable. Upon completion of the deliverable, the monitoring document will be submitted with the deliverable with each criteria and element signed off by the Contractor staff authorized to do so.

At the start of this Contract, the Contractor and Housing Authority staff will meet to identify all the deliverables and corresponding monitoring documents. Deliverables may include, and may not be limited to, the following: modules, functionalities, presentations, specific progress meetings, review stages, and milestones, such as the culmination of testing, training and implementation phases. The monitoring document will include, but not be limited to, the following:

- Deliverable:
 - Meets Scope of Work and Contract requirements;
 - Complies with guidance, standards, regulations, and laws;
 - Received prior approvals for any deviations from the Statement of Work;
 - Meets the Housing Authority's needs;
 - Is fully tested (if not, provide narrative why);
 - Includes all required documentation;
 - Terminologies used are consistent with terminologies used throughout this project;
 - Has been proofread and spelling has been checked; and
 - Has been delivered on time (if not, provide narrative why and recovery schedule).

In the event that the Housing Authority or Contractor identifies a potential issue with the system, the contractor will provide a path of steps to resolve the issue. The Contractor will provide, in writing, a record which will include, at minimum, the following:

- The time a problem was first identified;
- A clear description of the problem;
- The range of feasible alternatives that were considered;
- The corrective action proposed and taken;
- A record of all inspections conducted by the Contractor to correct the issue;
- The time elapsed between identification of the problem and of the completion corrective action; and
- How the problem affects the schedule

7.0 QUALITY ASSURANCE PLAN

The Housing Authority will evaluate the Contractor's performance under this Contract using the following quality assurance procedures:

7.1 Performance Requirements Summary

The Housing Authority shall use a Performance Requirements Summary (**PRS**) chart (**Exhibit 1**), to monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

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

When the Contractor's performance does not conform to the requirements of this Contract, the Housing Authority will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the Housing Authority. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the Housing Authority to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the Housing Authority, shall be credited to the Housing Authority on the Contractor's future invoice.

This section does not preclude the Housing Authority's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Section 16- Termination for Convenience.

7.2 Periodic Performance Reviews

The Housing Authority will conduct periodic reviews to evaluate the Contractor's performance. The Contractor's Project Manager will provide a report developed for the work required and how it's completed under the Contract.

7.3 Contract Deficiency Notice

The Housing Authority will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the Housing Authority and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the Housing Authority will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Housing Authority within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Housing Authority within ten (10) workdays.

7.4 Housing Authority Observations

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

8.0 INFORMATION SECURITY AND PRIVACY REQUIREMENTS

The Contractor shall comply with all information security and privacy requirements identified in Exhibit 2.

9.0 ADDITIONS AND DELETIONS

9.1 The Housing Authority reserves the right to add to or delete any of the above services during the term of the contract.

9.2 The Contractor shall have the capability to handle any increase or decrease in services. In the event that additional or fewer services are required, fees will be adjusted by negotiation between the Housing Authority and the Contractor.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
To be finalized upon execution of contract

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 3.2 - Systems' Integration Requirements	100% Completion of Required Services	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.3 - General Functionality Requirements	100% Completion of Required Services	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.4 - Housing Management Requirements	100% Completion of Required Services	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.5 - Assisted Housing Requirements	100% Completion of Required Services	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.6 - Common Requirements for both Assisted Housing and Housing Management	100% Completion of Required Services	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.7 - Financial Management Requirements	100% Completion of Required Services	Observation, Inspection & Acceptance	\$50 per occurrence

Information and Privacy Security Requirements

This sets forth information security procedures to be established by Contractor before the effective date of the Contract and maintained throughout the term of the Contract. These procedures are in addition to the requirements of the Contract between the Parties. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personal Identifiable Information and Housing Authority Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Attachment E (Information and Privacy Security Requirements) will constitute a material, non-curable breach of the Contract by Contractor, entitling Housing Authority, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract.

1. **Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.
2. **Personnel and Contractor Protections.** Contractor shall screen and conduct background checks on all Contractor personnel contacting Housing Authority Confidential Information, including Personally Identifiable Information, for potential security risks and requires all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third-parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.
3. **Removable Media.** Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by Housing Authority in writing, Contractor shall institute strict physical and logical security controls to prevent transfer of Personally Identifiable Information to any form of Removable Media. For purposes of this Attachment E (Information Security Requirements), "Removable Media" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

4. **Data Control; Media Disposal and Servicing.** Personally Identifiable Information and Housing Authority Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by Housing Authority in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or approved by Housing Authority in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated or approved by Housing Authority in writing. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all Housing Authority Confidential Information, including Personally Identifiable Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization¹).
5. **Hardware Return.** Upon termination or expiration of the Contract or at any time upon Housing Authority's request, Contractor will return all hardware, if any, provided by Housing Authority containing Personally Identifiable Information or Housing Authority Confidential Information to Housing Authority. The Personally Identifiable Information and Housing Authority Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by Housing Authority. In the event the hardware containing Housing Authority Confidential Information or Personally Identifiable Information is owned by Contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated Housing Authority security representative within fifteen (15) days of termination or expiration of the Contract or at any time upon Housing Authority's request. Contractor's destruction or erasure of Personally Identifiable Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization²).
6. **Physical and Environmental Security.** Contractor facilities that process Personally Identifiable Information or Housing Authority Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.
7. **Communications and Operational Management.** Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster

¹ Available at <http://www.csrc.nist.gov/>

² Available at <http://www.csrc.nist.gov/>

or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

8. **Access Control.** Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:
 - a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
 - b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
 - c. Applications will include access control to limit user access to information and application system functions; and
 - d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.

9. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.
 - a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated Housing Authority security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
 - b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
 - c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the Housing Authority security representative on or before the first (1st) week of each calendar month. Housing Authority or its third-party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personally Identifiable Information and Housing Authority Confidential Information.
 - d. In the event Housing Authority desires to conduct an unannounced penetration test, Housing Authority shall provide contemporaneous notice to Contractor's Vice President of Audit, or such equivalent position. Any of Housing Authority's regulators shall have the same right upon request. Contractor shall provide all information reasonably requested by Housing Authority in connection with any such audits and shall provide

reasonable access and assistance to Housing Authority or its regulators upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. Housing Authority reserves the right to view, upon request, any original security reports that Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to the Housing Authority security contact. Contractor will notify Housing Authority of any new assessments.

10. **Contractor Self Audit.** Contractor will provide to Housing Authority a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party as applicable; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the effective date of the Contract include:

- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation – Contractor-Wide. A full recertification is conducted every three (3) years with surveillance audits annually.
- (i) **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
 - (ii) **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("**CQS**") in support of applicable regulations, standards, and requirements.
 - (iii) **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - (iv) **Detailed findings**- are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to Housing Authority as provided above and the ISO certificate is published on Contractor's website.
- b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:
- (i) Audit spans a full twelve (12) months of operation and is produced every six (6) months (end of June, end of December) to keep it "up to date."
 - (ii) The resulting detailed report is available to Housing Authority.

Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to Housing Authority as provided above.

11. **Security Audits.** In addition to the audits described in Section 10 (Contractor Self Audit), during the term of this Contract, Housing Authority or its third-party designee may annually, or more frequently as agreed in writing by the Parties, request a security audit of Contractor's data center and systems. The audit will take place at a time mutually

agreed to by the Parties, but in no event on a date more than ninety (90) days from the date of the request by Housing Authority. Housing Authority's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. Housing Authority shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may be filtered to remove the specific information of other Contractor customers such as IP address, server names, etc.. Contractor shall cooperate with Housing Authority in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the Housing Authority's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

12. Confidentiality

a. Contractor agrees that all information supplied by its affiliates and agents to the Housing Authority including, without limitation, (a) any information relating to Housing Authority's customers, patients, business partners, or personnel; and (b) Personally Identifiable Information (as defined below) will be deemed confidential and proprietary to the Housing Authority, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). To be deemed "Confidential Information", trade secrets and mask works must be plainly and prominently marked with restrictive legends.

b. **Housing Authority Data.** All of the Housing Authority Confidential Information, data, records, and information of Housing Authority to which Contractor has access, or otherwise provided to Contractor under this Contract ("Housing Authority Data"), shall be and remain the property of Housing Authority and Housing Authority shall retain exclusive rights and ownership thereto. The Housing Authority Data shall not be used by Contractor for any purpose other than as required under this Contract, nor shall such data or any part of such data be disclosed, sold, assigned, leased, or otherwise disposed of to third-parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.

c. **Personally Identifiable Information.** "Personally Identifiable Information" shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") §6801 et seq.), Protected Health Information, and "Personally Identifiable Information" as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.

i. **Personally Identifiable Information.** In connection with this Contract and performance of the services, Contractor may be provided or obtain, from Housing Authority or otherwise, Personally Identifiable Information pertaining to Housing Authority's current and prospective personnel, directors and officers, agents, investors, patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this Contract and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.

ii. **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in this Contract, and in particular the confidential provisions of Section 12 (Confidentiality), during the term of this Contract and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third-party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by Housing Authority. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Contract, (b) Housing Authority's then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).

iii. **Retention of Personally Identifiable Information.** Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.

d. **Return of Confidential Information.** On Housing Authority's written request or upon expiration or termination of this Contract for any reason, Contractor will promptly: (a) return or destroy, at Housing Authority's option, all originals and copies of all documents and materials it has received containing Housing Authority's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract; and (c) deliver or destroy, at Housing Authority's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 12(a), and provide a notarized written statement to Housing Authority certifying that all documents and materials referred to in Subsections 12(a) and (b) have been delivered to Housing Authority or destroyed, as requested by Housing Authority.

Housing Authority/Commission's Administrative Travel Policy



ADMINISTRATIVE POLICIES AND PROCEDURES

Approved by:

Bobbette A. Glover for
Executive Director

11/29/10
Date

<input type="checkbox"/> Original
<input type="checkbox"/> Complete Revision
<input checked="" type="checkbox"/> Partial Revision

6.4.0 Administrative Travel

6.4.1 PURPOSE

This policy provides minimum guidelines and procedures for people who travel on Commission business. Divisions may impose greater controls than required by this policy.

The Financial Management Division is responsible for periodically reviewing this policy and implementing changes approved by the Executive Director. The Executive Director, at his sole discretion, may approve exceptions to this policy.

This policy includes all related policies of the Commission, including Fleet Vehicle Management and Driving on Commission Business, which is available on the Intranet.

6.4.2 DEFINITIONS

Administrative Travel is approved travel that is necessary to carry out Commission business. It may include limited local travel or more extensive trips to attend professional meetings, conferences and similar functions.

Authorized Persons include the Executive Director, Assistant Executive Director, Division Directors, Assistant Directors, Managers and others authorized to approve staff travel, such as supervisors.

Lowest Logical Cost is the most economical cost that does not result in significant inconvenience or hardship for the traveler, such as the lowest airfare available that does not cause multiple layovers or long delays.

6.4.3 OBTAINING PERMISSION TO TRAVEL

Travelers should submit travel requests in writing to the Authorized Person with enough time to make the necessary arrangements. The request must clearly state the purpose, itinerary, estimated costs and other pertinent information. Sufficient funds must be available in the respective Division's budget to pay for the trip.

Pre-approval is required for all overnight travel. Pre-approval is not required when day travel is conducted outside the County of Los Angeles during the course of normal business.

Trips involving legislation and some agency-wide matters may require advance coordination with the Intergovernmental Relations (IGR) Manager. Staff should consult with the IGR Manager, as appropriate.

6.4.4 TRAVELING TO WASHINGTON, D.C. AND SACRAMENTO

Trips to Washington, D.C. and Sacramento must be approved in advance by the Executive Director. If the trip involves advocacy, the IGR Manager must be notified in advance to ensure proper coordination internally and with the Chief Executive Office (CEO).

6.4.5 COMPLETING THE AUTHORIZATION/ADVANCE REQUEST (FORM 420)

The Board of Supervisors sets travel expense reimbursement rates annually. The current rates are available from the Financial Management Division.

Form 420 is used to request approval of all estimated travel costs and travel advances before a trip. A sample form is provided as Attachment A. It is also available on the Intranet by going to CDC Intranet>Forms and Publications>Forms>Miscellaneous.

The traveler completes *Form 420* and retains a copy. The original is submitted for signature approval, in the following order: Division Budget Analyst; Division Director; Financial Management; and the Executive Director.

If a travel advance is needed, the *Check Request/Travel Advance* portion of the form is completed. Checks requested by Tuesday at 5:00 p.m. will be ready by 2:00 p.m. the following Friday. Same day checks are issued only if requested on *Form 420* and approved by the Executive Director. Any special handling requests should be noted on *Form 420*.

When the Internet is used to buy airfare, hotels and other services, three Internet printouts must be attached to *Form 420* to support the *Lowest Logical Cost*.

NOTE: Travel advances issued by the Commission are considered "personal advances to the traveler" until a *Travel Expense Report (Form 430)* is approved by Financial Management and the Executive Director.

6.4.6 COMPLETING THE TRAVEL EXPENSE REPORT (FORM 430)

Form 430 is used to itemize completed travel expenses and calculate amounts due to the traveler or owed to the Commission following a trip. A sample form is

provided as Attachment B. It is also available on the Intranet by going to CDC Intranet>Forms and Publications>Forms>Miscellaneous.

The traveler completes *Form 430* and retains a copy. The original is submitted for signature approval, in the following order: Division Director, Financial Management and Executive Director.

The Financial Management Division must receive *Form 430*, receipts and any other required documentation within **10 business days** after the last day of travel.

6.4.7 TRAVEL RECORDS AND DOCUMENTATION

Divisions must keep travel records for each trip, which include *Form 420* and *Form 430* and all supporting documents. Division records must be maintained so that an audit trail can be easily established and kept for **two** years after the end of the fiscal year to which the records relate.

Financial Management Division records must be kept for **four** years after the end of the fiscal year to which the records relate.

6.4.8 DOMESTIC AND INTERNATIONAL AIR TRAVEL

Both domestic and international travel must be approved in advance by the Executive Director. International travel includes all destinations outside the Continental United States, including Hawaii and Alaska.

Airline reservations should be made as early as possible to take advantage of purchase discounts and to meet the *Lowest Logical Cost* standard. Costs are billed directly to the originating Division.

Travelers may buy their own airline tickets and pay with cash or credit card. To be reimbursed for airfare and any extra baggage charges, *Form 430* must be submitted with original receipts showing the date, traveler's name, cost, destination and departure and arrival times. A copy of an e-mail confirmation is acceptable, if it includes this information.

A. LOWEST LOGICAL AIRFARE COST

When cost savings for airfare is \$75 or more, travelers should review the following guidelines to ensure the *Lowest Logical Cost* standard is met, before booking the flight:

- a. routing requires **no** more than one additional interim stop or change of planes each way;
- b. routing does **not** increase the one-way total elapsed trip time (origin to destination) by more than **one** hour;

- c. departure and arrival times are no more than **two** hours before or after the requested time.

The following should also be considered when seeking the lowest rate: special negotiated fares; non-refundable fares; penalty fares; Saturday night stay-overs; advance purchase fares; connecting and non-stop flights; off-peak flights; alternate airports; promotional/bulk fares; lower cost carriers; and Internet specials.

C. COACH CLASS

All domestic air travel must be by coach class and meet the *Lowest Logical Cost* standard. First class passage may be booked when approved by the Executive Director.

D. UPGRADES

Upgrades are allowed at the traveler's expense or at the Commission's expense if the cost of the ticket does not exceed the *Lowest Logical Cost* standard. Elective upgrades that exceed the *Lowest Logical Cost* standard are usually not charged to the Commission's credit card. However, if this is unavoidable the traveler must reimburse the Commission on return.

E. PREFERRED AIRLINES

If the Commission has negotiated special rates with specific carriers, travelers must use these preferred carriers whenever possible.

F. AIRLINE FREQUENT FLYER PROGRAMS

Employees may keep frequent flyer benefits received from flying on Commission business. However, participation in these programs must not influence flight selection that would result in incremental cost to the Commission beyond the lowest available airfare, as defined in this policy.

G. PREPAID TICKETS

Prepaid tickets are used primarily when the purchaser and the traveler are in different locations and travel arrangements must be made. This allows the ticket to be bought at a location such as a Commission office, and picked up by the traveler at a different location without having to pay.

Prepaid ticketing is discouraged because airlines usually charge a fee for this service. The cost of prepaid tickets and fees are billed directly to the originating Division.

NOTE: Travelers must present photo identification at the airline counter when picking up prepaid tickets.

H. DENIED BOARDING COMPENSATION

Airlines occasionally offer free tickets or cash allowances to compensate travelers for delays and inconveniences because of overbooking, flight cancellations and last minute changes.

Travelers may volunteer for *denied boarding compensation* when there is no interruption or loss of Commission business, or when efficiency or other needs outweigh added costs, such as extra lodging and meals.

I. OVERNIGHT DELAYS

If an airline delay creates the need for an overnight stay, the traveler must try to secure complimentary lodging from the airline. If unsuccessful, the traveler may pay with a Commission credit card or personal credit card and request reimbursement at the end of the trip.

J. CANCELLATIONS/UNUSED TICKETS

If a flight is canceled or if a ticket is not used for any reason, the traveler must immediately return the unused ticket to the person in the Division assigned to make travel arrangements. The airline policy must be checked before discarding or destroying any unused airline tickets or flight coupons, because they may have cash value.

If a ticket is refundable, a refund of the highest possible amount should be requested. If the ticket is non-refundable, the unused ticket should be kept for a minimum of one year. Some airlines honor unused tickets beyond one year, so it is important to check with the airline before destroying any unused ticket. If the same person travels again, the airline should be notified and an attempt made to use the unused ticket.

For tracking purposes, travelers will notify Division management before canceling tickets bought over the Internet.

K. LOST OR STOLEN TICKETS

Travelers are responsible for the safekeeping of airline tickets and for reimbursing the Commission for the value of lost or stolen tickets, unless the traveler is not at fault. Issuance of a replacement ticket may result in a fee and a higher airfare charge. Travelers may have to pay replacement costs during the trip.

The traveler should report the loss to the issuing travel agency or airline ticket counter staff. The traveler must also file a lost ticket claim with the airline as soon as possible and keep a copy of the paperwork to submit with *Form 430* following the trip.

L. USE OF PRIVATE AIRCRAFT

If an employee wishes to fly a private aircraft for Commission business, the following is required: approval by the Executive Director; possession of a current valid Federal Aviation Administration pilot's license; and proof of \$100,000/\$300,000/100,000 liability insurance naming the Commission and Housing Authority as co-insured.

M. TRAIN TRAVEL

Train travel may not exceed the cost of coach airfare for the same destination. The Commission only pays for coach class.

Travelers may request reimbursement for train travel and any baggage charges by filing *Form 430* with original receipts showing the date, traveler's name, cost, destination and departure and arrival times. A copy of an e-mail confirmation is acceptable, if it includes this information.

N. GROUND TRANSPORTATION

Employees traveling to the same location should share ground transportation with colleagues to help contain costs. Ground transportation includes buses, subways, taxis, hotel and airport shuttles and personal vehicles.

Travelers may request reimbursement for these expenses by filing *Form 430* and original receipts showing the date, time, destinations and purpose. Only trips for Commission business are reimbursed. Personal trips for non-business purposes, such as sightseeing and other entertainment are not reimbursable.

6.4.9 DRIVING ON COMMISSION BUSINESS

Employees who drive on Commission business must possess a valid California driver's license, sufficient automobile insurance and a driving record that meets California State Department of Motor Vehicles (DMV) requirements. Employees must also abide by all California driving laws, including those requiring the use of seat belts and hands free cell phone use.

Before driving on Commission business, employees must complete a *Commission Vehicle/Private Vehicle Use Form* and provide proof of automobile insurance that meets the minimum coverage required by State of California Financial Responsibility Laws. The Risk Management Unit collects this information at the time of initial hire and annually thereafter.

Employees are mandated to immediately inform Division management or the Risk Management Unit of changes in driver's license status or insurance that could negatively impact their driving record and ability to drive on Commission business. This includes cancellation of insurance, driver's license suspension or cancellation, arrest for driving under the influence of alcohol or illegal substances and other factors that increase the risk of driving or affects the ability to drive legally as permitted by the DMV.

The Executive Director must approve driving extensive distances for Commission travel if airlines or trains are available to the same destination.

6.4.10 USING RENTAL VEHICLES ON COMMISSION BUSINESS

Permission to rent a car for travel must be approved in advance by filing *Form 420* and including estimated rental rates, fuel costs, parking and other expenses, compared to taxi and shuttle services. The *Lowest Logical Cost* should be sought and corporate rates used, if available.

Both Collision Waiver Insurance and Automobile Liability Insurance, up to the highest limits available, should be bought from the rental car company. If a rental car company does not offer automobile liability insurance, the Executive Director must give advance written approval to use such a company.

Reimbursements can be requested by filing *Form 430* and submitting original receipts for expenses such as the rental fee, fuel, tolls and parking.

See the *Fleet Vehicle Management and Driving on Commission Business* policy, available on the Intranet.

A. VEHICLE SELECTION AND UPGRADES

When traveling alone, travelers should rent mid-size or smaller cars, based on need. When picking up the rental car, travelers should check for any promotional rates, last-minute specials or free upgrades that reduce costs.

Travelers may upgrade the class of service by booking one level higher when: two or more employees are traveling together; the traveler may be upgraded at no extra cost; or there are medical reasons, such as travelers with disabilities.

B. VEHICLE INSPECTION BEFORE DRIVING

At the time of rental and before the vehicle is accepted, the traveler must inspect the vehicle and make a notation on the contract if any damage is seen.

C. ACCIDENTS INVOLVING RENTAL VEHICLES

If an accident occurs while driving on Commission business, travelers must immediately notify Division management, the Risk Management Unit at 888-606-SAFE (7233) and the rental car company. Local authorities must be notified of any accident, no matter how minor the damage.

Upon returning to the office, the traveler will complete the required accident reporting procedures. See the *Fleet Vehicle Management and Driving on Commission Business* policy, available on the Intranet.

6.4.11 USING AGENCY AND PRIVATE VEHICLES ON COMMISSION BUSINESS

Employees must request permission to drive on Commission business according to the procedures in Section 6.4.9 above.

Accidents that occur while driving on Commission business must be reported according to the procedures in Section 6.4.10 above.

A. MILEAGE CLAIMS

Mileage reimbursements will not exceed what it would cost to reach the same destination by air or train. Travelers will be reimbursed at the per mile rate approved annually by the Board of Supervisors, which is available from the Financial Management Division.

Travelers may request mileage reimbursements by completing a *Mileage Claim Form* and filing it with *Form 430*. Internet maps and/or odometer readings are required to substantiate miles driven; however, commute deductions are not made for overnight travel.

Mileage requests for driving for normal business are submitted monthly on a *Mileage Claim Form*, without *Form 430*.

Mileage Claim Forms are available on the Intranet by going to CDC Intranet>Forms and Publications>Forms>Miscellaneous.

B. PARKING

Travelers may pay parking fees in cash and request reimbursement by submitting the original receipts with *Form 430*.

Airport parking is restricted to the maximum daily rate approved annually by the Board of Supervisors, which is available from the Financial Management Division.

6.4.12 LODGING AND MEALS

Lodging, meals and related expenses may be prepaid by the Commission, or the traveler may pay by cash or credit card and request reimbursement by filing *Form 430*.

A. HOTEL RESERVATIONS

Promotional rates, government rates, last-minute specials, and long-term specials (for stays of one week or longer) should be used to help contain hotel costs.

Form 430 must be filed with original itemized receipts to receive reimbursement. Travelers should secure an itemized folio and review all charges before leaving the hotel.

Reimbursement is restricted to the maximum daily rate approved annually by the Board of Supervisors, which is available from the Financial Management Division.

B. HOTEL CANCELLATIONS

Hotel cancellations should be made before the cancellation period ends to avoid extra charges. Cancellation deadlines are based on the local time at the hotel location.

Cancellation confirmation numbers must be requested by the traveler and provided in the event of a billing dispute.

Travelers will be responsible for “no show” charges unless the traveler was not at fault.

C. MEAL REIMBURSEMENTS

Reimbursements for meals will be provided when travel lasts a minimum of 4 hours during the day.

For the purpose of determining eligibility for meal reimbursements, travel begins when travelers depart their residence or office and ends when they arrive back at their residence or office.

Following are examples to illustrate when meal reimbursement is appropriate:

MEAL(S)	TRAVEL BEGINS	TRAVEL ENDS
Breakfast Only	6:00 a.m. or earlier	10:00 a.m. or later
Breakfast and Lunch	6:00 a.m. or earlier	1:00 p.m. or later

Breakfast, Lunch and Dinner	6:00 a.m. or earlier	7:00 p.m. or later
Lunch Only	11:00 a.m. or earlier	3:00 p.m. or later
Lunch and Dinner Only	11:00 a.m. or earlier	7:00 p.m. or later
Dinner Only	5:00 p.m. or earlier	7:00 p.m. or later(*)

(*) Travel must be at least 4 hours in total.

Meals (breakfast, lunch and dinner) do not require receipts when the reimbursement requested is within the rates set by the Board of Supervisors. The current rates are available from the Financial Management Division.

Original receipts, an explanatory memo and Executive Director approval are required when the reimbursement requested is greater than the allowable rates.

Travelers should deduct individual meal allowances from the per-day total when:

- a. a meal is included in the registration fee for the event; or the
- b. Commission pays an additional fee for a planned event meal.

Form 430, original receipts, an explanatory memo and Executive Director approval are required to receive reimbursement if the hosting event is unable to accommodate special dietary needs for meals described in **a** and **b** above.

Continental Breakfasts are not considered a meal for the purpose of this policy. Travelers are entitled to a breakfast reimbursement if they are traveling during breakfast hours and the event provides a Continental Breakfast.

6.4.13 INCIDENTAL EXPENSES

Travelers will be reimbursed for additional incidental expenses incurred to cover the higher costs associated with traveling to a **capital or primary city** of any major metropolitan area.

Capital City Per Diem Allowances for expenses can be claimed for travel to Sacramento, Boston, Chicago, Dallas, Detroit, Houston, Miami, New York, Philadelphia, San Francisco and Washington, D. C.

To be reimbursed, the traveler must have been required to be physically in the primary city for any portion of a day. *Form 430* and original itemized receipts must be submitted at the end of the trip.

Capital and primary city reimbursement rates are approved annually by the Board of Supervisors, and are available from the Financial Management Division.

6.4.14 PORTERAGE

Porterage costs are reimbursed by filing *Form 430*.

Porterage rates are approved annually by the Board of Supervisors, and are available from the Financial Management Division.

6.4.15 INCORRECT OR INCOMPLETE EXPENSE CLAIMS

Incorrect or incomplete expense claims will be returned for correction and may result in delays or non-reimbursement of specific items.

END OF POLICY

APPENDIX B.2

STATEMENT OF WORK FOR FULLY MANAGED SOLUTION

This Statement of Work (SOW) is exactly the same as the On Premise Solution SOW with the exception of making reference to the Fully Managed Solution in Sections 2.3, 2.8-2.10, instead of the On-Premise Solution.

APPENDIX B STATEMENT OF WORK

1.0 SCOPE OF WORK

1.1 General Background

The Housing Authority of the County of Los Angeles (Housing Authority) is the County's affordable housing agency. The Housing Authority helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement in low and moderate income areas.

The Housing Authority administers both the Section 8 Housing Choice Voucher and Public Housing programs. The Section 8 Housing Choice Voucher program, administered by the Assisted Housing Division of the Housing Authority, currently assists approximately 23,000 families through a partnership with over 13,000 property owners. The Public Housing program, administered by the Housing Management Division of the Housing Authority, manages 3,229 units of public and other affordable housing throughout Los Angeles County.

The Housing Authority is soliciting proposals from qualified organizations that can provide Public Housing and Section 8 Administration Software (PHS), implementation, training, documentation and data conversion as needed in accordance with this Statement of Work.

1.2 Definitions

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

- **Solution:** Shall mean as technology products that are already developed and are used throughout specific industry sectors.
- **Software-as-a-Service (SaaS) or Subscription:** Shall mean the method of software delivery that allows the Housing Authority to access from any computer with an Internet connection and web browser. In this web-based model, software vendors will host and maintain the servers, databases and code that constitute an application.
- **Tasks:** Shall mean one or more areas of work to be performed under this Contract and identified as a numbered Task in the SOW.
- **User Acceptance Testing (UAT):** UAT consists of a process of verifying that a Solution works for the Housing Authority.

2.0 GENERAL REQUIREMENTS

- 2.1 The Contractor must provide qualified and experienced personnel to perform all work in accordance with this SOW.

- 2.2 The Contractor shall provide technical support from 6 a.m. - 6 p.m. Pacific Standard time with off hours support available as necessary with the ability to provide remote support.
- 2.3 The Contractor shall provide a Public Housing and Section 8 Administration Software Solution tools for Fully Managed.
- 2.4 The Contractor shall provide timely and clean (bug free) updates to software.
- 2.5 The Contractor shall provide Internet website support for system configuration documentation, data dictionary, FAQ's and knowledge base, training material, forums, submittal of service requests, and system updates/downloads.
- 2.6 The Contractor shall provide a fully managed solution that will meet the Housing Authority's PHS needs as specified in the following Section 3, Specific Requirements.
- 2.7 The Contractor shall provide Public Housing and Section 8 Administration Software Solution annual subscription maintenance;
- 2.8 The Contractor shall demonstrate the availability and technical capability to provide a highly secure hosting infrastructure with Tier 4 Internet Data Centers for access to the Public Housing and Section 8 Administration Software Solution;
- 2.9 The Contractor shall provide Advanced Intrusion Detection and Firewall;
- 2.10 The Contractor shall provide Software as a Service (SaaS), in either a shared or dedicated environment that can provide the Commission with the benefits of a round-the-clock data center;
- 2.11 The Contractor shall assist with the installation and configuration of the Public Housing and Section 8 Administration Software Solution and integrations to inhouse and other applications to meet the Commission's requirements;
- 2.12 The Contractor shall demonstrate availability to offer Public Housing and Section 8 Administration Software Solution Consulting services;
- 2.13 The Contractor shall assist with the implementation of Public Housing and Section 8 Administration Software Solution as specified in the functional and technical requirements document;
- 2.14 The Contractor shall comply with the Service Level and Warranty Agreement (See Exhibit P of Appendix A, Required Contract);
- 2.15 The Contractor shall provide an assessment of the customer's current PTSD infrastructure readiness to transition to the hosted Public Housing and Section 8 Administration Software Solution;
- 2.16 Integrate the County's Active Directory Federation Service; and
- 2.17 The Contractor shall train Commission staff on the Public Housing and Section 8

Administration Software Solution methodology and use and general maintenance of the Solution.

3.0 SPECIFIC REQUIREMENTS

3.1 Database and Technical Requirements

The Contractor shall provide the following required database and technical products and capabilities:

- 3.1.1 Microsoft SQL and XML applications such as Internet based waiting list.
- 3.1.2 Delivered Web services enabling queries for staff and clients (or clients' systems) to retrieve data online.
- 3.1.3 Clearly defined database layouts and data dictionary with minimal data redundancy.
- 3.1.4 Clearly defined server, workstation and network resource needs.
- 3.1.5 Ability to perform data maintenance and system updates quickly with minimal to no impact on users daily activities.
- 3.1.6 Data archiving utilities for the purpose of keeping large databases performing at optimal levels.
- 3.1.7 Real-Time Utilities to monitor who's logged into the Solution, troubleshoot errors and monitor system performance.

3.2 Systems' Integration Requirements

The Contractor shall replace or provide equivalent functionality currently provided by, or integrated/interfaced with the, following in-house or Third-Party systems or services:

- 3.2.1 Applicant Registration Portal for the general public to register, update, and/or view their waiting list application status (online). Furthermore, any changes done by public inquiry via the portal must automatically be updated in real-time and to include audit trails regarding any changes done (regardless if changes were done by the public or internal staff);
- 3.2.2 Green Route System (GRS) which integrates with the Housing Authority PeopleSoft and current Housing System provider to provide smart routes (integrating with and sent to Housing Authority-developed iPad app) for Inspectors - developed by 3rd party provider;
- 3.2.3 HQS mobile inspections - iPad app developed by the Housing Authority which integrates with current provider;
- 3.2.4 REAC mobile inspections - Tablet app developed by the Housing Authority which integrates with current provider;

- 3.2.5 Mobile app for Work Orders which is integrated with housing system and mobile inspections;
- 3.2.6 Inspections Dashboard for management and inspectors to track and monitor inspection operations;
- 3.2.7 System auto creates/batches, and approves code 13 -50058s (HQS Annual Inspections) to minimize manual intervention. Also, provides a report to capture any exceptions which failed the code 13 batching process and alert the inspections unit via email;
- 3.2.8 Tenant Portal allows tenants to view and report information online. Functionality includes but is not limited to submitting annual reexamination information, reporting income/family composition changes, viewing their inspection information, rent information, and status. Caseworkers should be able to view, approve or deny all online submissions. Portal should be capable of pushing online submission forms from the portal to Laserfiche Document Management system;
- 3.2.9 Owner Portal allows owners to report owner information, such as but not limited to address changes, direct deposit banking information, change of ownership, and management company changes. Owners can check inspection status, tenant/Housing Assistance Program (HAP) modifications that affect the owners, abatement status (failed owner inspections due to owner caused deficiencies), owner overpayment notices, and a summary HAP report for owners who have multiple tenants;
- 3.2.10 Interactive (mobile) check-in system for our clients (owners, applicants, tenant, and the general public) to inform assigned case worker that the recipient of the scheduled appointment has arrived to tie in with the assigned case worker as identified in the system based on the tenant, landlord, or applicant identification (system identification/Social Security #/Tax ID #);
- 3.2.11 PeopleSoft (ERP) Human Capital Management (HCM) - interface all G/L information from Housing System to ERP. Link case workers and inspectors to respective employee information in ERP;
- 3.2.12 GoSection8 (Rent Comp system) - Provide seamless integration between housing system and the GoSection8 system to eliminate duplicate data entry;
- 3.2.13 Facilitate integration that allows the system to interface with LaserFiche (Document Management system) to view owner/tenant/other PHA related documents;
- 3.2.14 Facilitate integration with the Housing Authority's Shortel Phone system that allows respective tenants and owners to route their call to the assigned case manager based on their owner and tenant identification; and
- 3.2.15 Public Housing Portal which enables tenants to view monthly rent statements and make payments online. Portal integrates with financial institution's Payment Collection gateway.

3.3 General Functionality Requirements

The Contractor shall provide a Solution that provides the following functionality:

- 3.3.1 Built in Quality Control mechanism with data integrity enforcement including date/time-stamped audit trail logging, history tracking on status changes and processes as defined by the Housing Authority. For example, if a record is deleted, modified, or created, an audit trail should record the transaction information, including the date and time deleted or created, and user who deleted or created it. If a tenant, applicant, or owner status is changed, a log of changes should be kept so that the history of changes can be tracked. The Audit Trail should track all changes within each respective module and their fields within the database without affecting system performance;
- 3.3.2 If the Housing Authority chooses, at some future date, to manage other Public Housing Agencies (PHA), the Solution will need to support separate management of these separate agencies and/or Special Programs under the same installation – including the management of separate waiting lists, ACC (Annual Contributions Contract) units, leases, and 50058/50059 processing and submission to HUD under an independent PHA code. Ability to track/process applicants in multiple waiting lists simultaneously with "Applications in process" without disrupting the validity of the data/status for the other active waiting list records or applications in process. Financial Tracking of administrative and HAP expenditures and revenues from multiple sources. Each ACC managed by the Housing Authority would be independent and must be tracked as independent Housing Authorities;
- 3.3.3 Ability to add user-defined objects, either for delivered system's interface(s) or custom and configurable screens to be added by the Housing Authority, for other internal PHA tracking needs;
- 3.3.4 Individual and group security features by system function or user/group responsibilities by module, screen, and/or specific fields where needed;
- 3.3.5 The Solution should force staff to clear all warnings before the 50058 can be approved. Built-in 50058/50059 processes with full PIC/TRACS compatibility including format, validation, and submission. These processes must be in accordance with applicable HUD technical guidelines. For example, 58 processing must be in compliance with PIC's validations according to the 50058 Instructions Booklet and HUD's Technical Reference Guide Book;
- 3.3.6 The Solution should have automated forms management/development/generation and tracking capability linked to specific functions. The system should be able to auto-generate and populate forms, driven by data from a user action or a scheduled task;
- 3.3.7 The Solution should have the capability to allow users to print, view, and/or export reports and forms in various formats;

- 3.3.8 The Solution must have a built in support function that allows the agency to update their letterheads for all forms within the system. Example, if the agency logo, Executive Director name or Board of Commissioners name change, all letterheads can be updated in mass with one function as oppose to updating each letter;
- 3.3.9 Help Screens to include glossary for field uses and terminology;
- 3.3.10 Automated scheduler function that allows staff to create "scheduled" reports that can be saved or emailed to the user or distribution of users;
- 3.3.11 Reports filtering should allow for results based on any range of time;
- 3.3.12 The Solution should have a function that allows staff to create adhoc reports and should auto track the author, specifications, and store in a central reporting menu set for all other users to view;
- 3.3.13 The Solution should have a Report Directory. Directory should include report legend and location of reports. Vendor must also update the Report Directory according to any changes (not only at upgrades);
- 3.3.14 System Manual (user guides) to include glossary for field uses and terminology. Furthermore, the vendor must also provide updated manuals (as changes occur);
- 3.3.15 The Contractor must provide technical and end-user training for implementation. Online courses and webinars should be provided to keep the Housing Authority abreast of compliance or system updates; and
- 3.3.16 The Solution should provide the user with a status on reports, or posting to determine whether a report is running or if a report request was successful.

3.4 Public Housing Requirements

The Contractor shall provide the following functionalities required by the Housing Authority's Housing Management Division:

- 3.4.1 Built in support for Lockbox Rent Collection from Tenants (Public Housing).
- 3.4.2 Built-in support for Automated Clearing House (ACH) for pre-authorized debits to tenants' bank accounts (rent charge collection) via a debit file creation and ACH credits to prepaid cards issued for Utility Reimbursements (URPs). The Solution should distinguish between URPs via an ACH credit to a prepaid card and payments made to the PHA via an ACH debit to the payors account. The Solution should have the capability to automatically disable the Electronic Funds Transfer (EFT) payment method for Public Housing (PH) tenants who are no longer eligible for URPs.
- 3.4.3 The Solution should provide automation to individual sites for the PH monthly rent statements (to include tenant ID, name, unit address, current charge, outstanding balances, and # of days delinquent).

- 3.4.4 Provide illustrations and tools which facilitate the audit and approval/denial of monthly scheduled charges at various functional or hierarchical roles by site.
- 3.4.5 Ability to track and report offline units and HUD expiration or extension submission dates. Goal is to allow public housing staff to pre-identify units that are due for HUD extension.
- 3.4.6 The Solution should have the capability to track different stages of the PH Resident Services Program such as but not limited to the interview process, needs assessment, referrals, and action plans. The system should provide statistical and participant progress reports to monitor the different aspects of the program.
- 3.4.7 The Solution must deliver functionality for Community Service Requirements (CSR) where the Housing Authority can adequately track the community service requirements by adult member living in PH as mandated by HUD. Tracking includes community service type, hours, and agency contact (to verify community service hours/type).
- 3.4.8 Public Housing -Performance Report (mirrors the Public Housing Assessment Systems HUD reporting). The Solution must provide a summary report of the overall PH operations. The report must include the number of inspections completed (tie in with FY calendar), # of work orders and turn around time to complete (tie in with FY calendar), Vacancy Unit Turn-Around Time (VUTT) by AMPs, # of vacant units (include # of days vacant), # of offline units, and dollar amount Rents Charged/Rents Collected/outstanding Balance (include regular rents, maintenance and other related fees, including fraud collections).
- 3.4.9 The Solution should have the capability to auto track and report delinquent rent payers (including each historical occurrence). The Solution should facilitate auto generation of notices based on the delinquencies as well as other legal notices to Public Housing tenants (30-day notice, 14-day, 3-day notice, 60-day notice, and notice to appear for counseling). A historical audit trail should be available for potential eviction cases that may result in legal proceedings.
- 3.4.10 Built-in tracking mechanism that tracks the number of Non Sufficient Fund (NSF) charges and capability to reverse NSF counts when tenant is not at fault.
- 3.4.11 Maintenance Work Order system, fully integrated with Inventory Management by site/AMP.
- 3.4.12 Property/Unit Management must include the tracking of details regarding location of all utility meters (water, gas, and electricity) by site/unit/AMP.
- 3.4.13 Ability to track construction projects (tracking should include but not be limited to: projects by site, project type, and reports that include the historical costs/scope of work and completed project dates).

3.5 **Section 8 Program Requirements**

The Contractor shall provide the following functionalities required by the Housing Authority's Assisted Housing Division:

- 3.5.1 SEMAP Compliance Tracking and Reporting;
- 3.5.2 The Solution must include VMS reporting requirements;
- 3.5.3 The Solution should have the ability to conduct the Rent Reasonableness test (HUD requirements for lease ups) and create a report on the results. The report should include the prorated HAP/Tenant Rent, full HAP/tenant Rent, owner and tenant information, including assisted unit address, to name a few). The system should have the ability to run statistical reports on rent reasonableness determinations;
- 3.5.4 The Solution should have a built in function for the 1099 form for landlords and file transmission to IRS. The Solution should have an exception report to identify duplicate records;
- 3.5.5 The Solution should facilitate Direct Deposit HAP payments to owners;
- 3.5.6 Built in feature to search for existing owner Tax ID or SSN to avoid creating duplicate owner cards. System should have the capability to block duplicate SSN's or TIN's with an override function. System should also have a Vendor Payment ledger with the ability to subtotal payments per month;
- 3.5.7 Housing Authority Portal (Portability) for other PHAs to electronically communicate with the Housing Authority by submitting/upload their billing information or voucher absorption changes. System should flag assigned staff to execute changes to ensure HUD compliance (according to portability requirements);
- 3.5.8 System should include a Management Dashboard that provides a daily summary activity (for example but not limited to: # inspection scheduled, inspections/annuals completed/delinquent, # of leased units/vacant units, vouchers issued/outstanding, daily appointments by employee, and case load listing). System should also include an Employee Dashboard that provides a daily summary for staff of their pending assignments and appointments for example but not limited to delinquent Annual re-exams, Voucher Issuance, HQS actions (abatements), proposed terminations, applications;
- 3.5.9 Functionality to automatically schedule and assign inspections based on next inspection due date (10 months from the last inspection date pass). For example: Automate Inspections batching, scheduling, and inspectors routing for all programs (must include the HUD requirements for the Project Based program as it relates to the annual inspections-20% pass rate). Also dashboard must have the capability to monitor daily progress for scheduled inspections by inspector. Function should also include the ability to generate the Notices regarding scheduled inspections to owners/tenants (for each inspection batching). System should have the capability to alert staff of pending inspections due that have not been scheduled;
- 3.5.10 System should have ability to detect duplicate unit addresses and should incorporate the United States Postal Coding (USPC) for the validity of the address. System should block duplicate address entry, and unit numbers should not be connected to a program type. Units should be interchangeable between programs; and

3.5.11 Portability Reports to monitor all Administered Port-In's and Port-Out's as well as incoming and outgoing ports. Report should include where the portability record is in process (for example but not limited to: voucher issuance, RFTA received, lease up with its respective billing or absorb code). Furthermore, the system should auto generate a 52665 with the billing date/information. System should also have a functionality that allows automatic updates of the Portability Administrative fees as they change.

3.6 **Common Requirements for both Assisted Housing and Housing Management**

The Contractor shall provide the following functionalities required by the Housing Authority:

- 3.6.1 Built-in tracking that allows management to track all End of Participations (EOP) and/or moves by reason type and specified time frames (Note: 50058 only records EOP but not the reason for EOP). It would be beneficial to internally track the reasons for EOP or moves from one property/unit to another within the Housing Authority programs;
- 3.6.2 Ability to track unit history (former tenants including user audit trail to track changes done by date/time/user ID);
- 3.6.3 Ability to track tenant history (moves, transfers to other units/properties), including user audit trail to track changes done by date/time/user ID);
- 3.6.4 System should allow management to execute a caseload distribution based on the Housing Authority's criteria, such as zip code, tenant name, property/unit characteristics;
- 3.6.5 Verification of hierarchy tracking module to ensure compliance with HUD recommended levels of verification;
- 3.6.6 System must include all FSS tracking, including Portability, and reporting requirements to ensure HUD compliance;
- 3.6.7 System should include a Waiting List Management Dashboard for Section 8, Special Programs, and Public Housing Applicants. The module should include demographic reports on applicants, # of applicants per wait list, PHA preferences (for example but not limited to: homeless, veteran, domestic violence, jurisdiction, and senior status);
- 3.6.8 System should allow for waiting list selection based on program rules and be able to track each selection respectively. A selection report should be available to illustrate preferences and other criteria to determine accuracy prior to the official selection from the respective waiting list;
- 3.6.9 Capability to track applications in process for each selection. Reports to show, for example but not limited to, the total selected, date selected, # of applications cancelled, # leased;
- 3.6.10 System should enable mass cancellation of Waiting List applicants;
- 3.6.11 System should auto flag system users for possible duplicate tenants to avoid duplicate subsidies;

- 3.6.12 Built-in function that allows staff to transfer an existing tenant from one program to another without affecting or disrupting the original tenant record and historical financial information;
- 3.6.13 Integration of appointment scheduling with Outlook. For example, if mass or individual appointments are scheduled via the system, each appointment should reflect on the Microsoft Outlook Calendar;
- 3.6.14 System must include the memo functionality for case notes. Notes should track the date memo entered, user who created the memo and memo type. Staff should not have the capability to back date notes. Also, system should have a Memo Report function that allows staff to print memos within a respective tenant/applicant record by date range or print all memos regardless of date range;
- 3.6.15 System must have the ability to record/track ADA Reasonable Accommodation requests, reasons for the request, and approvals or denials;
- 3.6.16 System must have the ability to record/track language preference (LEP requirement);
- 3.6.17 System should have reports and graphic illustrations in place to capture the tenant and applicant demographics (for example but not limited to gender, age, ethnicity, race, annual income, veteran status, disability status, homeless status), for each individual/households, service area (SPA), AMPs (PH program), including County Supervisorial and Congressional Districts for any specified time frame;
- 3.6.18 Workflow functionality to ensure various steps are followed for each functional business process, starting from application process through tenant end-of-participation. System should enforce compliance with HUD, the Housing Authority Administrative Plan, and have built-in 50058 and 50059 enforcements/validations throughout a process. System should provide reports to monitor workflow processes that can help management identify bottlenecks;
- 3.6.19 Ability to configure and distribute assignments with due dates to caseworkers and track status of assignments through completion. System should provide reports to monitor the status of caseload assignments;
- 3.6.20 System must have the ability to track all Criminal Background checks in process/approved/denied or pending finger printing for each respective applicant and other household members within the family composition, including existing tenants (family add-on for existing tenants). This function must include detailed reports for management to monitor the criminal background checks and related processing fees;
- 3.6.21 Quality Control dashboard/function for supervisor/management to audit staff's completed files for program compliance. Dashboard should include random sampling for audit purposes (PHAS and SEMAP requirements). Also quality control features should capture errors and translate them into reports to identify training needs and staff evaluations; and
- 3.6.22 Built-in Function that tracks all Tenant Payment Agreements for Public Housing and Section 8 Tenants. Tracking must include reason for payment

agreement, payment arrangement amount (for example but not limited to, down payment, monthly payment, full payment). Also, the system must include a monthly auto-generated report to management/division that captures all those who have defaulted on the agreement so the agency can pursue legal matters as needed, including program termination.

3.7 Financial Management Requirements

The Contractor shall provide the following functionalities required by the Housing Authority's Financial Management Division:

- 3.7.1 Full financial reporting capability, including but not limited to Accounts Receivable, Payables, G/L, Check register;
- 3.7.2 Aged Receivable report with ability for specific date cut-off;
- 3.7.3 Ability to interface G/L with other systems;
- 3.7.4 Ability to select electronic method of payment;
- 3.7.5 Ability to house two distinct banking instructions for tenants;
Example, one for ACH credits/payouts (URP Prepaid cards) and one for ACH debits/Receipts (rent)";
- 3.7.6 Enhance existing integration with Laserfiche to enable view of source documents scanned to support Journal entries;
- 3.7.7 Ability to run Tenant Prepay Report for specific cut-off date;
- 3.7.8 Ability to run Portability Statement to 'exclude 0.00 balances';
- 3.7.9 Landlord overpayment tracking;
- 3.7.10 Financial transactions should include: transaction date, posting date, tenant ID, G/L account. Property ID, landlord ID (HAP); and
- 3.7.11 Users should be able to query or run reports for all financial transaction details within a posting date range, G/L account#, Property #, landlord ID, or any combination of these.

3.8 Tasks and Deliverables

3.8.1 Task 1 - Project Planning

Throughout the term of the Contract, under the direction of the Housing Authority's Project Manager, Contractor shall provide full project management and control of project activities for all phases of the project including, but not limited to:

- A. Contractor staffing and personnel matters;
- B. Management of Contractor technical staff;
- C. Planning and direction;
- D. Evaluation of results and status reporting;
- E. Error reporting and status throughout the project, to include a clearly defined matrix Severity Level Definitions plan;
- F. Incorporation of the Housing Authority's functional and technical requirements;

- G. Incorporation of required software modifications; and
- H. Version control throughout the project with documentation of changes including dependencies and functional impact.

Contractor will not be responsible for the performance of Housing Authority personnel. However, Contractor shall coordinate with the Housing Authority's Project Manager to ensure that all tasks, subtasks, deliverables, goods, services and other work are performed in a timely manner.

3.8.1.1 **Subtask 1.1 – Develop and Present Project Control Document**

Contractor shall develop a Project Control Document (PCD). Specifically, Contractor shall address each task and subtask to be performed during the design development, implementation, operation and support of the on-line Solution in the PCD. Contractor shall formally present the PCD in writing to the Housing Authority for approval within fourteen (14) business days of contract execution.

Contractor shall update the PCD on a monthly basis with the exception of the detailed Work Plan, Milestone Chart and Risk Management sections, which shall be updated when changes are made. The Housing Authority Project Manager must review and approve all updates to the PCD, Detailed Work Plan, Milestone Chart and Risk Management sections.

3.8.1.2 **Deliverable 1.1**

Contractor shall provide the Housing Authority with a PCD within 14 business days of contract execution. This document shall be updated and maintained throughout the life of the project. The PCD shall include, without limitation, the following components:

- A. Assumptions – A listing of all relevant assumptions made in the development of the detailed work plan. All estimated assumptions which have been calculated must be clearly documented here.
- B. Change Management Process – A description of the change management process that will be used in order to mitigate any negative impact on the Housing Authority as a result of Solution implementation and ongoing enhancements.
- C. Communication Plan – A description of the primary means of communication that will be used throughout the project. This should include a description of any recurring tasks and subtasks, and the date and time of such meetings.
- D. Detailed Work Plan – A detailed narrative description of project tasks and subtasks, roles and responsibilities of project team members by task, timeframe to complete each task and any dependencies on other tasks.
- E. Deliverables List – In sequential order or numbered Deliverables, a list of the Deliverables to be produced for each

task and subtask, including a paragraph description of each Deliverable.

- F. Escalation Procedures – A description of the process to be used to resolve project conflicts, including a diagram of the process and key project team members responsible for decision-making and conflict resolution.
- G. GANTT Chart – A chart showing the tasks, subtasks, milestones, critical path, and dependencies organized by deliverables, as appropriate, and in accordance with the Detailed Work Plan.
- H. Milestone Chart – A list of key project Milestones, including deliverables, the target completion date and action completion date.
- I. Project Scope and Objectives – A brief statement of the scope and objectives of the project.
- J. Project Organization, Roles and Responsibilities – A hierarchical structure depicting the organization of the project team and its reporting relationships. This should include the Housing Authority’s project team and key personnel, and any additional relevant organizational relationships, as well as a description of the primary roles and responsibilities of the project team members.
- K. Risk Management – A description of the risk management process, including a tracking mechanism for potential project risks; the probability of those risks occurring; potential impact of those risks; and risk mitigation strategies.
- L. Solution Description – A brief statement describing the basic functionality and related components.
- M. Testing Strategies – A description of the different types of tests that will be conducted against the software and the approach to be used, including the roles and responsibilities of each team member.
- N. Training Strategies – A description of the training approach addressing technical training, end-user training and train-the-trainer for Housing Authority staff.

3.8.2 **Task 2 – Project Management**

Under the direction of the Housing Authority’s Project Manager, Contractor shall provide full project management and control of project activities for the implementation phase of the project. Full project management shall include, but not be limited to:

- A. Planning and direction;
- B. Evaluation of results and status reporting;
- C. Incorporation of the Housing Authority’s business processes, security and technical requirements;
- D. As applicable, incorporation of required software modifications;
- E. Management and tracking of all issues and their resolution; and
- F. Management the change control process

Commencing from the contract execution date, Contractor's Project Manager shall provide written status reports to the Housing Authority's Project Manager and conduct meetings on a weekly basis until final acceptance. The status reports will compare actual progress for the preceding week with the detailed work plan, and address any variances and work schedule for the following period.

As part of project management, Contractor shall ensure that the Housing Authority realizes the maximum benefit from the Solution provided by Contractor. The Project Status Report prepared by Contractor pursuant to this task, shall be used as the mechanism for Contractor to report any project risks or problems identified as part of the quality assurance process.

3.8.2.1 Deliverable 2.1

Contractor shall prepare and present to the Housing Authority's Project Manager a weekly Project Status Report to report project progress, plans, and outstanding issues. Contractor shall meet with the Housing Authority's Project Manager at least weekly to review these status reports and any related matters. All variances shall be presented for approval at the status meeting. Subsequent to the Housing Authority approval of variances, Contractor shall update the Detailed Work Plan, Milestone Chart and Risk Management sections of the Project Control Document to reflect the changes and send an updated copy of those sections to the Housing Authority's Project Manager within five (5) business days. Although weekly status meetings will be required, it is anticipated that coordination between Contractor's Project Manager and the Housing Authority's Project Manager will occur on a more frequent basis.

The first status report shall be presented to the Housing Authority's Project Manager fourteen (14) calendar days following contract execution, in the following format:

- A. Period covered by the report;
- B. Tasks scheduled for completion which were completed;
- C. Tasks scheduled for completion which were not completed;
- D. Tasks not scheduled for completion which were completed;
- E. Tasks scheduled for completion in the next reporting period;
- F. Issues resolved;
- G. Issues to be resolved with recommended Solution; and
- H. Summary of project status as of reporting date.

3.8.3 Task 3 – Solution Setup

3.8.3.1 Subtask 3.1 – Architecture Design - Recommend Hardware and Network Configuration

The Contractor will deliver an architecture design which will illustrate and document the layers, servers and connections. If the

application is to be Hosted Off-Premise, details regarding location, infrastructure and connectivity must be provided in this design document. If the application is to be self-hosted at the Housing Authority Data Center, recommended hardware for best practice with the application must be provided. In either case, hosted or on-premise, the Contractor shall provide recommended configurations to provide optimal Solution performance and capability for integration with in-house Housing Authority systems.

3.8.3.2 Deliverable 3.1 – Solution Infrastructure Certification

If the proposal is for a hosted solution, the Contractor shall certify in writing that the recommended Hosting Infrastructure configuration will, during the term of this Contract, satisfy the applicable functional requirements.

3.8.3.3 Subtask 3.2 – Solution Implementation

Contractor shall develop a deployment plan for the implementation of the Solution, which shall, without limitation:

- 1) Identify the technical configuration for Solution implementation for Production Use;
- 2) Identify operating Solution requirements for the Solution;
- 3) Identify method of accessing the Solution remotely;
- 4) Verify that installed Solution is operational;

Upon Housing Authority's approval of the Deployment Plan, Contractor shall implement the Solution as necessary to satisfy the functional requirements, consistent with the timeframes set for in the PCD.

3.8.3.4 Deliverable 3.2 – Successfully Implemented Solution

Contractor shall provide to the Housing Authority a written Implementation Report and certification, including, without limitation, documentation on the Solution setup and basic software troubleshooting, to certify that all the Solution has been successfully installed and is operating properly.

3.8.3.5 Subtask 3.3 Configuration Review Sessions

Housing Authority project staff will review the configuration effort at check points that will be agreed to by both the Housing Authority's Project Manager and Contractor's Project Manager, as specified in the PCD. These check point reviews will be used to determine if the effort is on schedule and meets the user requirements.

3.8.4 Task 4 – Solution Tests

Following completion of successful installation of the requisite Solution, the Contractor, with assistance from the Housing Authority, where applicable,

shall perform all Solution tests, including, but not limited to, Acceptance tests.

3.8.4.1 Subtask 4.1 – Develop Solution Test Plan

Contractor shall prepare a test plan and test cases, for all Solution tests including module test, integration test, stress test, and regression test. Among other items, the Solution test plan shall include the components listed below:

- A. Introduction;
- B. Assumptions;
- C. Solution test plan;
- D. Solution test objectives;
- E. Solution test acceptance criteria;
- F. Solution test schedule;
- G. Responsibilities;
- H. Resource requirements;
- I. Procedures;
- J. Test cases;
- K. Performance tests; and
- L. Disaster recovery tests.

3.8.4.2 Deliverable 4.1

Contractor shall develop a comprehensive test plan and submit to the Housing Authority for approval.

3.8.4.3 Subtask 4.2 – Conduct Solution Tests

Contractor, with assistance from the Housing Authority where applicable, shall perform each of the Solution tests according to Housing Authority-approved Solution test plan. A Solution test shall be completed and accepted only upon Housing Authority approval. All Solution tests shall be repeated as necessary in order to reach acceptance.

Prior to commencing tests, Contractor shall create a controlled test environment. Contractor, in conjunction with the Housing Authority, shall thoroughly test the components of the Solution and related procedures and controls in this test environment. All Solution functionality shall be successfully executed at least once with no subsequent modifications to the entire business process during the Solution tests prior to Housing Authority rendering its approval and acceptance. Solution test data shall be developed for testing functionality with the execution of the test script.

Additionally, Contractor shall introduce test data that exercises logic to handle “out-of-norm” conditions.

Contractor shall document the expected results of each Solution test script prior to running the Solution test and shall resolve all

differences in the Solution Test results. Contractor shall present documentation that confirms the resolution of the Solution test results variances to the Housing Authority's Project Manager for approval prior to continuing with the Solution test.

3.8.4.4 **Deliverable 4.2 – Solution Test Results Report**

Contractor shall achieve Solution acceptance by reviewing, with the Housing Authority, all documentation and project results, against pre-defined acceptance criteria. Contractor shall achieve Solution acceptance in accordance with the Acceptance Test Plan (ATP). Solution Administration and reporting tools shall be tested separately.

3.8.5 **Task 5 – Data Migration**

3.8.5.1 **Subtask 5.1 – Acquire Data from Housing Authority**

Contractor shall work with the Housing Authority to acquire data from the current system and will provide or develop any programs or scripts required to migrate data to the Contractor's Solution.

Once the information has been acquired from the Housing Authority, Contractor shall load the data into the Solution, and perform the necessary tests to ensure the information is structured properly and can be used to meet the functional requirements.

3.8.5.2 **Deliverable 5.1 – Successfully Loaded Data**

Contractor shall provide to the Housing Authority a written Data Load Report and Certification. This Report and Certification shall serve as documentation that all of the necessary data has been loaded into the Solution, and can be used to meet the functional requirements.

3.8.6 **Task 6 – User Acceptance Test (UAT)**

Contractor shall assist the Housing Authority in preparing a UAT Plan for the UAT, which shall include, but not be limited to:

- A. Detailed descriptions of the purpose and expected results of each UAT;
- B. Test scripts;
- C. Testing objectives;
- D. Description of Contractor and Housing Authority roles in performing the UAT; and
- E. Problem Resolution Strategy.

The UAT Plan shall include a method for documenting and reporting compliance with Solution requirements and will identify the user roles to participate in the UAT.

3.8.6.1 Subtask 6.1 – Conduct User Acceptance Test (UAT)

The Housing Authority and Contractor jointly will perform the UAT. This test shall be performed with a simulated full load in test environment created by Contractor. There shall be several cycles of the test performed before UAT is completed. When UAT is completed, the Solution shall be deemed ready for implementation.

Results of the UAT shall be documented, reviewed, and approved in writing by the Housing Authority. In the event of missing or improperly operating functions, Contractor shall be notified, in writing, by the Housing Authority's Project Director, and Contractor shall correct the deficiencies within five (5) calendar days from the date of notification. During this testing period, all personnel designated by the Housing Authority's Project Manager to participate in the UAT shall have unlimited access to the Solution.

UAT shall not be considered completed until all functionality of the Solution has been successfully tested and the Housing Authority's Project Manager has accepted the final results. In the event the UAT results do not satisfy all the requirements, as determined by the Housing Authority, Contractor shall:

- A. Provide a written revised Solution and schedule that will satisfy all requirements. The proposed Solution is subject to the written approval of the Housing Authority; and
- B. Implement and test the proposed Solution until such time as the Housing Authority provides written approval.

3.8.6.2 Deliverable 6.1 – User Acceptance Test Results Report

Contractor shall conduct and successfully complete the UAT prior to Solution implementation. Contractor shall deliver to Housing Authority a UAT Results Report within one (1) week of successful completion of UAT.

3.8.7 Task 7 - Solution Training and Documentation

3.8.7.1 Subtask 7.1 – Train Staff

Contractor shall prepare and implement a comprehensive training program, including, without limitation, any necessary training materials. The training program shall include training materials addressing technical training, end-user training and train-the-trainers (T3).

As part of the training, Contractor shall provide the designated Housing Authority groups with extensive working knowledge of the Solution capabilities, training in the administration of the Solution, problem training to ensure users will become acquainted with error messages, on-line support and corrective actions. Training data will

be created and incorporated in the training manuals. For the purpose of training, Contractor shall create a training environment.

3.8.7.2 Deliverable 7.1 – Trained Staff

Contractor shall provide to the Housing Authority a detailed plan for training staff on the use of the Solution. Contractor shall deliver training classes and training materials.

3.8.7.3 Subtask 7.2 – Prepare and Provide User Documentation

Contractor shall prepare user reference Documentation for all Solutions provided by Contractor. This Documentation shall include, without limitation, manuals that shall provide the Housing Authority with a comprehensive reference source of Solution functionality and data definitions. Contractor shall provide user reference Documentation in hard copy format, and in electronic format.

3.8.7.4 Deliverable 7.2 – Solution Documentation

Contractor shall provide to the Housing Authority a comprehensive T3 training program, reference documentation of Solution functionality and data definitions, and technical support program. Contractor shall provide training materials to support on-going T3 training requirements. Documentation to support operation of the Solution and user reference will also be provided. Contractor shall deliver this documentation to the Housing Authority in hard copy format and in electronic format. Contractor shall also deliver electronic links to any on-line help and documentation files for the Solution, if available.

This deliverable includes those activities associated with the delivery to the Housing Authority of technical support, both on-site and remote access (telephone & internet), for the purpose of troubleshooting user problems and Solution-error resolution. Contractor shall provide these support services five (5) days per week, during normal business hours, 8:00 a.m. - 5:00 p.m. Pacific Standard Time.

3.8.8 Task 8 – Solution Implementation

3.8.8.1 Subtask 8.1 – Prepare Technical Configuration and Solution Implementation Plan

Contractor shall prepare a Solution installation plan that identifies, without limitation, the technical configuration required for the Solution to be installed for Production Use. As part of this subtask, Contractor shall, without limitation, identify all configuration settings required for the Solution.

3.8.8.2 Deliverable 8.1 – Solution Cutover and Installation Plan

Contractor shall prepare and deliver to the Housing Authority the installation plan, which shall, without limitation, identify the logistics, timing and technical configuration required for the Solution installation, legacy data migration and cutover of the Solution to Production Use.

3.8.8.3 Subtask 8.2 – Perform Solution Cutover to Production Use

Contractor shall prepare the Solution for Production Use. As part of Solution cutover to Production Use, Contractor shall, at a minimum:

- A. Confirm that the Housing Authority and Contractor have successfully completed all acceptance tests;
- B. Confirm that hosted environment is fully operational; and
- C. Transfer to Production environment the successfully tested Solution.

Completion of Subtask 8.2 shall constitute cutover to Production, and the Solution shall be in Production Use.

3.8.8.4 Deliverable 8.2 – Solution in Production Use

Contractor shall complete the Solution Cutover to Production Use. Upon completion of this Deliverable, the Solution shall be implemented in the Production environment on the Solution hardware, and the Solution shall be in Production Use.

3.8.8.5 Subtask 8.3 – Maintain Non-Deficient Solution in Production Use

Contractor shall maintain the Solution in Production use with no deficiencies, as determined in the sole judgment of the Housing Authority's Project Manager, for thirty (30) consecutive days following the Housing Authority's written approval of Deliverable 8.2. Upon occurrence of a deficiency, Contractor shall correct such deficiency and restart the thirty (30) consecutive day cycle.

3.8.8.6 Deliverable 8.3 – Non-Deficient Solution in Production Use

Contractor shall provide to the Housing Authority for approval documented results certifying that the Solution was maintained in Production use for thirty (30) consecutive days with no deficiencies pursuant to Section 3.8.8.5 Subtask 8.3. No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by Housing Authority Project Director in accordance with the procedures set forth in this Contract.

3.8.8.7 Subtask 8.4 – Conduct Post-Implementation Review

Following Solution cutover to Production, Contractor shall collect and evaluate results of operation to assess the success and shortcomings of the Solution implementation efforts. Contractor

shall prepare and submit to the Housing Authority a Post-Implementation Review Report, which shall evaluate the Solution cutover and implementation process and shall, at a minimum, include the following:

- A. Comparison/analyses of actual versus planned completion of subtasks;
- B. Anticipated versus actual resources required;
- C. Business and Solution lessons learned;
- D. Suggested guidelines for installation of future phases and enhancements;
- E. Pitfalls to avoid in the future; and
- F. User feedback.

3.8.8.8 Deliverable 8.4 – Post Implementation Review Report

Contractor shall deliver and present to the Housing Authority's Project Manager a Post-Implementation Review Report prepared in accordance with Section 3.8.8.7 Subtask 8.4.

3.8.9 Task 9 – Provide Maintenance and Support

The Contractor shall provide maintenance and support services which will include, but not be limited to updates, operational support, self-service capabilities, and help desk services, as requested by the Housing Authority.

The operational Solution support shall commence upon start of the implementation activities and shall continue during the term of this Contract. The Solution support services shall include but not limited to the following:

- A. Support for Solution issues/problems;
- B. Support for Solution upgrades, updates, new release;
- C. Support for Solution fixes, patches; and
- D. Access to knowledgeable Contractor personnel (i.e. Help Desk) who can answer questions on the use of the Solution or provide analysis on Solutions to operation problems the Housing Authority may encounter.

3.8.9.1 Deliverable 9 – Maintenance and Support

Contractor shall provide maintenance and support services, consisting of maintenance services and operations Solution support, in accordance with the requirements of this Contract during the term of the Contract.

3.8.10 Task 10 – Post-Implementation Services

3.8.10.1 Subtask 10.1 – Provide Additional Training

Contractor shall, upon written request by the Housing Authority's Project Manager, provide additional training,

including, without limitation, any necessary training material at the request of the Housing Authority. The additional training program shall include training courses addressing technical training, end-user training and train-the-trainers for Housing Authority's staff, end-users and trainers respectively.

As part of the training, Contractor shall provide the designated Housing Authority groups with extensive working knowledge of the Solution capabilities, including, without limitation, any post-implementation enhancements, revision, improvements, bug fixes, patches, upgrade, updates, Deficiency corrections as well as training in the administration of the Solution.

3.8.10.2 **Deliverable 10.1 – Additional Training**

For the purpose of conducting additional training, Contractor shall plan and create a training environment.

Contractor shall deliver training classes consistent with the classes described in the Housing Authority approved plan and certify in writing that all training as described in Section 3.8.10. 1 Subtask 10.1 has been successfully completed.

3.8.10.3 **Subtask 10.2 – Provide Consulting Services**

Contractor shall, upon written request by the Housing Authority's Project Manager, provide consulting services during the term of this Contract. Following the Housing Authority's request for consulting services, the Contractor's identified hourly rate for all resources to be used during said Consulting Services, are referenced in the *Appendix C – Required Forms (Cost Sheet)*. Contractor shall additionally submit an estimation of personnel hours to complete such consulting services. The Housing Authority and Contractor shall agree to the SOW for the task, subtasks and deliverables to be performed with the identified hourly rate for all resources to be used during said Consulting Services, referenced in the *Appendix C – Required Forms (Cost Sheet)* and number of hours for such consulting services. All consulting services by Contractor under this Contract shall be subject to the Housing Authority's written approval in accordance with the terms of this Contract.

3.8.10.4 **Deliverable 10.2 – Housing Authority Approved Consulting Services**

Contractor shall provide consulting services in accordance with Section 3.8.10.3 Subtask 10.2 and certify in writing that

the consulting services meet the requirements of the applicable SOW and the services standards set forth in this Contract.

3.8.10.5 **Subtask 10.3 – Prepare and Provide Additional Solution Documentation**

Contractor shall prepare and provide additional user reference documentation, including, without limitation, material that references any post-implementation enhancements, revision, improvements, bug fixes, patches, upgrades, updates, and deficiency corrections. Contractor shall make additional user reference documentation available in hard copy format, if requested by the Housing Authority, and in electronic format.

3.8.10.6 **Deliverable 10.3 – Additional Solution Documentation**

Contractor shall provide to the Housing Authority comprehensive additional user reference documentation of Solution functionality and data definitions in accordance with Section 3.8.10.5 Subtask 10.3.

4.0 RESPONSIBILITIES

The Housing Authority and the Contractor's responsibilities are as follows:

HOUSING AUTHORITY

4.1 Personnel

The Housing Authority will administer the Contract and will perform the following duties:

- Monitor the Contractor's performance in the daily operation of this Contract.
- Provide direction to the Contractor in areas relating to policy, information and procedural requirements.
- Prepare Amendments to the Contract in accordance with the Contract.
- Provide a Project Manager or designated alternate as a day-to-day contact for the Contractor.

4.2 Computer Training Room

The Housing Authority shall provide the Contractor with access to the computer training room

4.3 Travel Expenses

The Contractor shall be reimbursed for travel and related expenses in accordance with the Housing Authority/Commission's Administrative Travel Policy as referenced in Exhibit 3 - Commission's Administrative Travel Policy (dated 11/29/10).

4.4 Patent Rights

The Housing Authority will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

4.5 Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or in behalf of the Contractor. All such documents become the property of the Housing Authority and the Housing Authority holds all the rights to said data.

4.6 Identification Badges

The Housing Authority shall furnish and require every on-duty employee of the Consultant accessing Housing Authority property to wear a visible photo identification badge with the employee's name on it. This badge shall be displayed on employee's person at all times while the employee is on Housing Authority designated property.

CONTRACTOR

4.7 Project Manager

- The Contractor shall have a Project Manager or other designated alternate available for daily contact with Housing Authority staff. Contractor shall provide a telephone number where the Project Manager may be reached on normal Housing Authority business hours and may be reached by cell phone outside of normal Housing Authority business hours.
- The Contractor shall have its Project Manager act as a central point of contact with the Housing Authority. The Project Manager shall demonstrate previous experience in the management of work requirements for facilities similar in size and complexity.
- The Contractor shall give its Project Manager or alternate full authority to act for Contractor on all matters relating to the daily operation of this Contract. The Project Manager or alternate shall be able to effectively communicate both orally and in writing in English.

4.8 Personnel

The Contractor shall assign a sufficient number of employees to perform the required work. **At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.**

4.9 Materials and Equipment

4.8.1 The Contractor shall purchase all materials/equipment necessary to provide the needed services. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

4.8.2 If the proposal is for an on premise Solution, The Housing Authority will provide network account(s) and connectivity software to the Contractor, if necessary, to connect to the Housing Authority infrastructure and, in

particular, to the specific server environment establish for installation of the proposed Solution.

4.10 **Meetings**

The Contractor shall schedule and hold regular progress meetings throughout the project and deliver meeting minutes within a week to all attendees via email.

4.11 **Third Party Software**

The Contractor shall provide detailed information regarding any Third Party software used by the proposed system or on which its functionality is dependent. In particular, provide information for any license purchases or maintenance agreements for said Third Party software that the Housing Authority will be responsible for.

4.12 **Technical Assistance and Maintenance**

The Contractor shall provide the following annual maintenance and technical services:

- Correction of errors;
- Maintenance releases;
- Product improvements & extensions;
- Unlimited case logging (via web and telephone numbers designated by the Contractor);
- Provide phone support during office hours, 6:00 AM to 6:00 PM (PST); and
- Acceptance of the questions/support issue posted and feedback given on the same day or not more than 24 hours from its posting.
- Web Site Support area services:
 - Licensing: this section is used to activate your copy of the software.
 - Support: technical support and case status tracking via web.
 - Knowledge-base: articles and training webinars mostly of a technical nature that include tips, tricks and best practice advice. Guidance to users on how to use the application. (If applicable)
 - Download: area for downloading the software itself, the documentation in various languages and also examples, demos, common drivers and utilities.
 - Mailing lists: for users to subscribe to different mailing lists so that they are automatically notified when a new release of the software is published or when new articles are posted on the knowledge-base.

5.0 HOURS / DAYS OF WORK

The Housing Authority office hours are from 8:00 a.m. to 5:00 p.m. The Housing Authority offices are closed on the following Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day

- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

6.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Housing Authority that it will consistently deliver a high level of service throughout the term of the Contract. As part of its standard operating procedure, the Contractor will use one or more monitoring documents to assess each deliverable to insure a complete, high quality and error free deliverable. The monitoring documents should be in a checklist format listing the criteria and elements of the deliverable and identifying the expected outcome(s). Each document should include a sign off line for each criteria and element. It should also include space for any narrative required to explain deviations or provide clarifications. Before the Contractor starts work on a deliverable, it will submit the related monitoring document(s) for Housing Authority review and approval prior to starting work on the related deliverable. Upon completion of the deliverable, the monitoring document will be submitted with the deliverable with each criteria and element signed off by the Contractor staff authorized to do so.

At the start of this Contract, the Contractor and Housing Authority staff will meet to identify all the deliverables and corresponding monitoring documents. Deliverables may include, and may not be limited to, the following: modules, functionalities, presentations, specific progress meetings, review stages, and milestones, such as the culmination of testing, training and implementation phases. The monitoring document will include, but not be limited to, the following:

- Deliverable:
 - Meets Scope of Work and Contract requirements;
 - Complies with guidance, standards, regulations, and laws;
 - Received prior approvals for any deviations from the Statement of Work;
 - Meets the Housing Authority's needs;
 - Is fully tested (if not, provide narrative why);
 - Includes all required documentation;
 - Terminologies used are consistent with terminologies used throughout this project;
 - Has been proofread and spelling has been checked; and
 - Has been delivered on time (if not, provide narrative why and recovery schedule).

In the event that the Housing Authority or Contractor identifies a potential issue with the system, the contractor will provide a path of steps to resolve the issue. The Contractor will provide, in writing, a record which will include, at minimum, the following:

- The time a problem was first identified;
- A clear description of the problem;
- The range of feasible alternatives that were considered;
- The corrective action proposed and taken;
- A record of all inspections conducted by the Contractor to correct the issue;
- The time elapsed between identification of the problem and of the completion corrective action; and
- How the problem affects the schedule

7.0 QUALITY ASSURANCE PLAN

The Housing Authority will evaluate the Contractor's performance under this Contract using the following quality assurance procedures:

7.1 Performance Requirements Summary

The Housing Authority shall use a Performance Requirements Summary (**PRS**) chart (**Exhibit 1**), to monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

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

When the Contractor's performance does not conform to the requirements of this Contract, the Housing Authority will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the Housing Authority. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the Housing Authority to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the Housing Authority, shall be credited to the Housing Authority on the Contractor's future invoice.

This section does not preclude the Housing Authority's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Section 16- Termination for Convenience.

7.2 Periodic Performance Reviews

The Housing Authority will conduct periodic reviews to evaluate the Contractor's performance. The Contractor's Project Manager will provide a report developed for the work required and how it's completed under the Contract.

7.3 Contract Deficiency Notice

The Housing Authority will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the Housing Authority and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the Housing Authority will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Housing Authority within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Housing Authority within ten (10) workdays.

7.4 Housing Authority Observations

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

8.0 INFORMATION SECURITY AND PRIVACY REQUIREMENTS

The Contractor shall comply with all information security and privacy requirements identified in Exhibit 2.

9.0 ADDITIONS AND DELETIONS

9.1 The Housing Authority reserves the right to add to or delete any of the above services during the term of the contract.

9.2 The Contractor shall have the capability to handle any increase or decrease in services. In the event that additional or fewer services are required, fees will be adjusted by negotiation between the Housing Authority and the Contractor.

Exhibit 1

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
To be finalized upon execution of contract

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 3.2 - Systems' Integration Requirements	100% Completion of Required Services	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.3 - General Functionality Requirements	100% Completion of Required Services	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.4 - Housing Management Requirements	100% Completion of Required Services	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.5 - Assisted Housing Requirements	100% Completion of Required Services	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.6 - Common Requirements for both Assisted Housing and Housing Management	100% Completion of Required Services	Observation, Inspection & Acceptance	\$50 per occurrence
SOW Section 3.7 - Financial Management Requirements	100% Completion of Required Services	Observation, Inspection & Acceptance	\$50 per occurrence

Information and Privacy Security Requirements

This sets forth information security procedures to be established by Contractor before the effective date of the Contract and maintained throughout the term of the Contract. These procedures are in addition to the requirements of the Contract between the Parties. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personal Identifiable Information and Housing Authority Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Attachment E (Information and Privacy Security Requirements) will constitute a material, non-curable breach of the Contract by Contractor, entitling Housing Authority, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract.

1. **Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.
2. **Personnel and Contractor Protections.** Contractor shall screen and conduct background checks on all Contractor personnel contacting Housing Authority Confidential Information, including Personally Identifiable Information, for potential security risks and requires all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third-parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.
3. **Removable Media.** Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by Housing Authority in writing, Contractor shall institute strict physical and logical security controls to prevent transfer of Personally Identifiable Information to any form of Removable Media. For purposes of this Attachment E (Information Security Requirements), "Removable Media" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

4. **Data Control; Media Disposal and Servicing.** Personally Identifiable Information and Housing Authority Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by Housing Authority in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or approved by Housing Authority in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated or approved by Housing Authority in writing. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all Housing Authority Confidential Information, including Personally Identifiable Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization¹).
5. **Hardware Return.** Upon termination or expiration of the Contract or at any time upon Housing Authority's request, Contractor will return all hardware, if any, provided by Housing Authority containing Personally Identifiable Information or Housing Authority Confidential Information to Housing Authority. The Personally Identifiable Information and Housing Authority Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by Housing Authority. In the event the hardware containing Housing Authority Confidential Information or Personally Identifiable Information is owned by Contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated Housing Authority security representative within fifteen (15) days of termination or expiration of the Contract or at any time upon Housing Authority's request. Contractor's destruction or erasure of Personally Identifiable Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization²).
6. **Physical and Environmental Security.** Contractor facilities that process Personally Identifiable Information or Housing Authority Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.
7. **Communications and Operational Management.** Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster

¹ Available at <http://www.csrc.nist.gov/>

² Available at <http://www.csrc.nist.gov/>

or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

8. **Access Control.** Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:
 - a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
 - b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
 - c. Applications will include access control to limit user access to information and application system functions; and
 - d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.

9. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.
 - a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated Housing Authority security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
 - b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
 - c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the Housing Authority security representative on or before the first (1st) week of each calendar month. Housing Authority or its third-party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personally Identifiable Information and Housing Authority Confidential Information.
 - d. In the event Housing Authority desires to conduct an unannounced penetration test, Housing Authority shall provide contemporaneous notice to Contractor's Vice President of Audit, or such equivalent position. Any of Housing Authority's regulators shall have the same right upon request. Contractor shall provide all information reasonably requested by Housing Authority in connection with any such audits and shall provide

reasonable access and assistance to Housing Authority or its regulators upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. Housing Authority reserves the right to view, upon request, any original security reports that Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to the Housing Authority security contact. Contractor will notify Housing Authority of any new assessments.

10. **Contractor Self Audit.** Contractor will provide to Housing Authority a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party as applicable; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the effective date of the Contract include:

- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation – Contractor-Wide. A full recertification is conducted every three (3) years with surveillance audits annually.
- (i) **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
 - (ii) **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("**CQS**") in support of applicable regulations, standards, and requirements.
 - (iii) **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - (iv) **Detailed findings**- are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to Housing Authority as provided above and the ISO certificate is published on Contractor's website.
- b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:
- (i) Audit spans a full twelve (12) months of operation and is produced every six (6) months (end of June, end of December) to keep it "up to date."
 - (ii) The resulting detailed report is available to Housing Authority.

Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to Housing Authority as provided above.

11. **Security Audits.** In addition to the audits described in Section 10 (Contractor Self Audit), during the term of this Contract, Housing Authority or its third-party designee may annually, or more frequently as agreed in writing by the Parties, request a security audit of Contractor's data center and systems. The audit will take place at a time mutually

agreed to by the Parties, but in no event on a date more than ninety (90) days from the date of the request by Housing Authority. Housing Authority's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. Housing Authority shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may be filtered to remove the specific information of other Contractor customers such as IP address, server names, etc.. Contractor shall cooperate with Housing Authority in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the Housing Authority's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

12. Confidentiality

a. Contractor agrees that all information supplied by its affiliates and agents to the Housing Authority including, without limitation, (a) any information relating to Housing Authority's customers, patients, business partners, or personnel; and (b) Personally Identifiable Information (as defined below) will be deemed confidential and proprietary to the Housing Authority, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). To be deemed "Confidential Information", trade secrets and mask works must be plainly and prominently marked with restrictive legends.

b. **Housing Authority Data.** All of the Housing Authority Confidential Information, data, records, and information of Housing Authority to which Contractor has access, or otherwise provided to Contractor under this Contract ("Housing Authority Data"), shall be and remain the property of Housing Authority and Housing Authority shall retain exclusive rights and ownership thereto. The Housing Authority Data shall not be used by Contractor for any purpose other than as required under this Contract, nor shall such data or any part of such data be disclosed, sold, assigned, leased, or otherwise disposed of to third-parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.

c. **Personally Identifiable Information.** "Personally Identifiable Information" shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") §6801 et seq.), Protected Health Information, and "Personally Identifiable Information" as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.

i. **Personally Identifiable Information.** In connection with this Contract and performance of the services, Contractor may be provided or obtain, from Housing Authority or otherwise, Personally Identifiable Information pertaining to Housing Authority's current and prospective personnel, directors and officers, agents, investors, patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this Contract and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.

ii. **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in this Contract, and in particular the confidential provisions of Section 12 (Confidentiality), during the term of this Contract and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third-party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by Housing Authority. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Contract, (b) Housing Authority's then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).

iii. **Retention of Personally Identifiable Information.** Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.

d. **Return of Confidential Information.** On Housing Authority's written request or upon expiration or termination of this Contract for any reason, Contractor will promptly: (a) return or destroy, at Housing Authority's option, all originals and copies of all documents and materials it has received containing Housing Authority's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract; and (c) deliver or destroy, at Housing Authority's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 12(a), and provide a notarized written statement to Housing Authority certifying that all documents and materials referred to in Subsections 12(a) and (b) have been delivered to Housing Authority or destroyed, as requested by Housing Authority.

Housing Authority/Commission's Administrative Travel Policy



ADMINISTRATIVE POLICIES AND PROCEDURES

Approved by:

Bobbette A. Glover for
Executive Director

11/29/10
Date

<input type="checkbox"/> Original
<input type="checkbox"/> Complete Revision
<input checked="" type="checkbox"/> Partial Revision

6.4.0 Administrative Travel

6.4.1 PURPOSE

This policy provides minimum guidelines and procedures for people who travel on Commission business. Divisions may impose greater controls than required by this policy.

The Financial Management Division is responsible for periodically reviewing this policy and implementing changes approved by the Executive Director. The Executive Director, at his sole discretion, may approve exceptions to this policy.

This policy includes all related policies of the Commission, including Fleet Vehicle Management and Driving on Commission Business, which is available on the Intranet.

6.4.2 DEFINITIONS

Administrative Travel is approved travel that is necessary to carry out Commission business. It may include limited local travel or more extensive trips to attend professional meetings, conferences and similar functions.

Authorized Persons include the Executive Director, Assistant Executive Director, Division Directors, Assistant Directors, Managers and others authorized to approve staff travel, such as supervisors.

Lowest Logical Cost is the most economical cost that does not result in significant inconvenience or hardship for the traveler, such as the lowest airfare available that does not cause multiple layovers or long delays.

6.4.3 OBTAINING PERMISSION TO TRAVEL

Travelers should submit travel requests in writing to the Authorized Person with enough time to make the necessary arrangements. The request must clearly state the purpose, itinerary, estimated costs and other pertinent information. Sufficient funds must be available in the respective Division's budget to pay for the trip.

Pre-approval is required for all overnight travel. Pre-approval is not required when day travel is conducted outside the County of Los Angeles during the course of normal business.

Trips involving legislation and some agency-wide matters may require advance coordination with the Intergovernmental Relations (IGR) Manager. Staff should consult with the IGR Manager, as appropriate.

6.4.4 TRAVELING TO WASHINGTON, D.C. AND SACRAMENTO

Trips to Washington, D.C. and Sacramento must be approved in advance by the Executive Director. If the trip involves advocacy, the IGR Manager must be notified in advance to ensure proper coordination internally and with the Chief Executive Office (CEO).

6.4.5 COMPLETING THE AUTHORIZATION/ADVANCE REQUEST (FORM 420)

The Board of Supervisors sets travel expense reimbursement rates annually. The current rates are available from the Financial Management Division.

Form 420 is used to request approval of all estimated travel costs and travel advances before a trip. A sample form is provided as Attachment A. It is also available on the Intranet by going to CDC Intranet>Forms and Publications>Forms>Miscellaneous.

The traveler completes *Form 420* and retains a copy. The original is submitted for signature approval, in the following order: Division Budget Analyst; Division Director; Financial Management; and the Executive Director.

If a travel advance is needed, the *Check Request/Travel Advance* portion of the form is completed. Checks requested by Tuesday at 5:00 p.m. will be ready by 2:00 p.m. the following Friday. Same day checks are issued only if requested on *Form 420* and approved by the Executive Director. Any special handling requests should be noted on *Form 420*.

When the Internet is used to buy airfare, hotels and other services, three Internet printouts must be attached to *Form 420* to support the *Lowest Logical Cost*.

NOTE: Travel advances issued by the Commission are considered "personal advances to the traveler" until a *Travel Expense Report (Form 430)* is approved by Financial Management and the Executive Director.

6.4.6 COMPLETING THE TRAVEL EXPENSE REPORT (FORM 430)

Form 430 is used to itemize completed travel expenses and calculate amounts due to the traveler or owed to the Commission following a trip. A sample form is

provided as Attachment B. It is also available on the Intranet by going to CDC Intranet>Forms and Publications>Forms>Miscellaneous.

The traveler completes *Form 430* and retains a copy. The original is submitted for signature approval, in the following order: Division Director, Financial Management and Executive Director.

The Financial Management Division must receive *Form 430*, receipts and any other required documentation within **10 business days** after the last day of travel.

6.4.7 TRAVEL RECORDS AND DOCUMENTATION

Divisions must keep travel records for each trip, which include *Form 420* and *Form 430* and all supporting documents. Division records must be maintained so that an audit trail can be easily established and kept for **two** years after the end of the fiscal year to which the records relate.

Financial Management Division records must be kept for **four** years after the end of the fiscal year to which the records relate.

6.4.8 DOMESTIC AND INTERNATIONAL AIR TRAVEL

Both domestic and international travel must be approved in advance by the Executive Director. International travel includes all destinations outside the Continental United States, including Hawaii and Alaska.

Airline reservations should be made as early as possible to take advantage of purchase discounts and to meet the *Lowest Logical Cost* standard. Costs are billed directly to the originating Division.

Travelers may buy their own airline tickets and pay with cash or credit card. To be reimbursed for airfare and any extra baggage charges, *Form 430* must be submitted with original receipts showing the date, traveler's name, cost, destination and departure and arrival times. A copy of an e-mail confirmation is acceptable, if it includes this information.

A. LOWEST LOGICAL AIRFARE COST

When cost savings for airfare is \$75 or more, travelers should review the following guidelines to ensure the *Lowest Logical Cost* standard is met, before booking the flight:

- a. routing requires **no** more than one additional interim stop or change of planes each way;
- b. routing does **not** increase the one-way total elapsed trip time (origin to destination) by more than **one** hour;

- c. departure and arrival times are no more than **two** hours before or after the requested time.

The following should also be considered when seeking the lowest rate: special negotiated fares; non-refundable fares; penalty fares; Saturday night stay-overs; advance purchase fares; connecting and non-stop flights; off-peak flights; alternate airports; promotional/bulk fares; lower cost carriers; and Internet specials.

C. COACH CLASS

All domestic air travel must be by coach class and meet the *Lowest Logical Cost* standard. First class passage may be booked when approved by the Executive Director.

D. UPGRADES

Upgrades are allowed at the traveler's expense or at the Commission's expense if the cost of the ticket does not exceed the *Lowest Logical Cost* standard. Elective upgrades that exceed the *Lowest Logical Cost* standard are usually not charged to the Commission's credit card. However, if this is unavoidable the traveler must reimburse the Commission on return.

E. PREFERRED AIRLINES

If the Commission has negotiated special rates with specific carriers, travelers must use these preferred carriers whenever possible.

F. AIRLINE FREQUENT FLYER PROGRAMS

Employees may keep frequent flyer benefits received from flying on Commission business. However, participation in these programs must not influence flight selection that would result in incremental cost to the Commission beyond the lowest available airfare, as defined in this policy.

G. PREPAID TICKETS

Prepaid tickets are used primarily when the purchaser and the traveler are in different locations and travel arrangements must be made. This allows the ticket to be bought at a location such as a Commission office, and picked up by the traveler at a different location without having to pay.

Prepaid ticketing is discouraged because airlines usually charge a fee for this service. The cost of prepaid tickets and fees are billed directly to the originating Division.

NOTE: Travelers must present photo identification at the airline counter when picking up prepaid tickets.

H. DENIED BOARDING COMPENSATION

Airlines occasionally offer free tickets or cash allowances to compensate travelers for delays and inconveniences because of overbooking, flight cancellations and last minute changes.

Travelers may volunteer for *denied boarding compensation* when there is no interruption or loss of Commission business, or when efficiency or other needs outweigh added costs, such as extra lodging and meals.

I. OVERNIGHT DELAYS

If an airline delay creates the need for an overnight stay, the traveler must try to secure complimentary lodging from the airline. If unsuccessful, the traveler may pay with a Commission credit card or personal credit card and request reimbursement at the end of the trip.

J. CANCELLATIONS/UNUSED TICKETS

If a flight is canceled or if a ticket is not used for any reason, the traveler must immediately return the unused ticket to the person in the Division assigned to make travel arrangements. The airline policy must be checked before discarding or destroying any unused airline tickets or flight coupons, because they may have cash value.

If a ticket is refundable, a refund of the highest possible amount should be requested. If the ticket is non-refundable, the unused ticket should be kept for a minimum of one year. Some airlines honor unused tickets beyond one year, so it is important to check with the airline before destroying any unused ticket. If the same person travels again, the airline should be notified and an attempt made to use the unused ticket.

For tracking purposes, travelers will notify Division management before canceling tickets bought over the Internet.

K. LOST OR STOLEN TICKETS

Travelers are responsible for the safekeeping of airline tickets and for reimbursing the Commission for the value of lost or stolen tickets, unless the traveler is not at fault. Issuance of a replacement ticket may result in a fee and a higher airfare charge. Travelers may have to pay replacement costs during the trip.

The traveler should report the loss to the issuing travel agency or airline ticket counter staff. The traveler must also file a lost ticket claim with the airline as soon as possible and keep a copy of the paperwork to submit with *Form 430* following the trip.

L. USE OF PRIVATE AIRCRAFT

If an employee wishes to fly a private aircraft for Commission business, the following is required: approval by the Executive Director; possession of a current valid Federal Aviation Administration pilot's license; and proof of \$100,000/\$300,000/100,000 liability insurance naming the Commission and Housing Authority as co-insured.

M. TRAIN TRAVEL

Train travel may not exceed the cost of coach airfare for the same destination. The Commission only pays for coach class.

Travelers may request reimbursement for train travel and any baggage charges by filing *Form 430* with original receipts showing the date, traveler's name, cost, destination and departure and arrival times. A copy of an e-mail confirmation is acceptable, if it includes this information.

N. GROUND TRANSPORTATION

Employees traveling to the same location should share ground transportation with colleagues to help contain costs. Ground transportation includes buses, subways, taxis, hotel and airport shuttles and personal vehicles.

Travelers may request reimbursement for these expenses by filing *Form 430* and original receipts showing the date, time, destinations and purpose. Only trips for Commission business are reimbursed. Personal trips for non-business purposes, such as sightseeing and other entertainment are not reimbursable.

6.4.9 DRIVING ON COMMISSION BUSINESS

Employees who drive on Commission business must possess a valid California driver's license, sufficient automobile insurance and a driving record that meets California State Department of Motor Vehicles (DMV) requirements. Employees must also abide by all California driving laws, including those requiring the use of seat belts and hands free cell phone use.

Before driving on Commission business, employees must complete a *Commission Vehicle/Private Vehicle Use Form* and provide proof of automobile insurance that meets the minimum coverage required by State of California Financial Responsibility Laws. The Risk Management Unit collects this information at the time of initial hire and annually thereafter.

Employees are mandated to immediately inform Division management or the Risk Management Unit of changes in driver's license status or insurance that could negatively impact their driving record and ability to drive on Commission business. This includes cancellation of insurance, driver's license suspension or cancellation, arrest for driving under the influence of alcohol or illegal substances and other factors that increase the risk of driving or affects the ability to drive legally as permitted by the DMV.

The Executive Director must approve driving extensive distances for Commission travel if airlines or trains are available to the same destination.

6.4.10 USING RENTAL VEHICLES ON COMMISSION BUSINESS

Permission to rent a car for travel must be approved in advance by filing *Form 420* and including estimated rental rates, fuel costs, parking and other expenses, compared to taxi and shuttle services. The *Lowest Logical Cost* should be sought and corporate rates used, if available.

Both Collision Waiver Insurance and Automobile Liability Insurance, up to the highest limits available, should be bought from the rental car company. If a rental car company does not offer automobile liability insurance, the Executive Director must give advance written approval to use such a company.

Reimbursements can be requested by filing *Form 430* and submitting original receipts for expenses such as the rental fee, fuel, tolls and parking.

See the *Fleet Vehicle Management and Driving on Commission Business* policy, available on the Intranet.

A. VEHICLE SELECTION AND UPGRADES

When traveling alone, travelers should rent mid-size or smaller cars, based on need. When picking up the rental car, travelers should check for any promotional rates, last-minute specials or free upgrades that reduce costs.

Travelers may upgrade the class of service by booking one level higher when: two or more employees are traveling together; the traveler may be upgraded at no extra cost; or there are medical reasons, such as travelers with disabilities.

B. VEHICLE INSPECTION BEFORE DRIVING

At the time of rental and before the vehicle is accepted, the traveler must inspect the vehicle and make a notation on the contract if any damage is seen.

C. ACCIDENTS INVOLVING RENTAL VEHICLES

If an accident occurs while driving on Commission business, travelers must immediately notify Division management, the Risk Management Unit at 888-606-SAFE (7233) and the rental car company. Local authorities must be notified of any accident, no matter how minor the damage.

Upon returning to the office, the traveler will complete the required accident reporting procedures. See the *Fleet Vehicle Management and Driving on Commission Business* policy, available on the Intranet.

6.4.11 USING AGENCY AND PRIVATE VEHICLES ON COMMISSION BUSINESS

Employees must request permission to drive on Commission business according to the procedures in Section 6.4.9 above.

Accidents that occur while driving on Commission business must be reported according to the procedures in Section 6.4.10 above.

A. MILEAGE CLAIMS

Mileage reimbursements will not exceed what it would cost to reach the same destination by air or train. Travelers will be reimbursed at the per mile rate approved annually by the Board of Supervisors, which is available from the Financial Management Division.

Travelers may request mileage reimbursements by completing a *Mileage Claim Form* and filing it with *Form 430*. Internet maps and/or odometer readings are required to substantiate miles driven; however, commute deductions are not made for overnight travel.

Mileage requests for driving for normal business are submitted monthly on a *Mileage Claim Form*, without *Form 430*.

Mileage Claim Forms are available on the Intranet by going to CDC Intranet>Forms and Publications>Forms>Miscellaneous.

B. PARKING

Travelers may pay parking fees in cash and request reimbursement by submitting the original receipts with *Form 430*.

Airport parking is restricted to the maximum daily rate approved annually by the Board of Supervisors, which is available from the Financial Management Division.

6.4.12 LODGING AND MEALS

Lodging, meals and related expenses may be prepaid by the Commission, or the traveler may pay by cash or credit card and request reimbursement by filing *Form 430*.

A. HOTEL RESERVATIONS

Promotional rates, government rates, last-minute specials, and long-term specials (for stays of one week or longer) should be used to help contain hotel costs.

Form 430 must be filed with original itemized receipts to receive reimbursement. Travelers should secure an itemized folio and review all charges before leaving the hotel.

Reimbursement is restricted to the maximum daily rate approved annually by the Board of Supervisors, which is available from the Financial Management Division.

B. HOTEL CANCELLATIONS

Hotel cancellations should be made before the cancellation period ends to avoid extra charges. Cancellation deadlines are based on the local time at the hotel location.

Cancellation confirmation numbers must be requested by the traveler and provided in the event of a billing dispute.

Travelers will be responsible for "no show" charges unless the traveler was not at fault.

C. MEAL REIMBURSEMENTS

Reimbursements for meals will be provided when travel lasts a minimum of 4 hours during the day.

For the purpose of determining eligibility for meal reimbursements, travel begins when travelers depart their residence or office and ends when they arrive back at their residence or office.

Following are examples to illustrate when meal reimbursement is appropriate:

MEAL(S)	TRAVEL BEGINS	TRAVEL ENDS
Breakfast Only	6:00 a.m. or earlier	10:00 a.m. or later
Breakfast and Lunch	6:00 a.m. or earlier	1:00 p.m. or later

Breakfast, Lunch and Dinner	6:00 a.m. or earlier	7:00 p.m. or later
Lunch Only	11:00 a.m. or earlier	3:00 p.m. or later
Lunch and Dinner Only	11:00 a.m. or earlier	7:00 p.m. or later
Dinner Only	5:00 p.m. or earlier	7:00 p.m. or later(*)

(*) Travel must be at least 4 hours in total.

Meals (breakfast, lunch and dinner) do not require receipts when the reimbursement requested is within the rates set by the Board of Supervisors. The current rates are available from the Financial Management Division.

Original receipts, an explanatory memo and Executive Director approval are required when the reimbursement requested is greater than the allowable rates.

Travelers should deduct individual meal allowances from the per-day total when:

- a. a meal is included in the registration fee for the event; or the
- b. Commission pays an additional fee for a planned event meal.

Form 430, original receipts, an explanatory memo and Executive Director approval are required to receive reimbursement if the hosting event is unable to accommodate special dietary needs for meals described in **a** and **b** above.

Continental Breakfasts are not considered a meal for the purpose of this policy. Travelers are entitled to a breakfast reimbursement if they are traveling during breakfast hours and the event provides a Continental Breakfast.

6.4.13 INCIDENTAL EXPENSES

Travelers will be reimbursed for additional incidental expenses incurred to cover the higher costs associated with traveling to a **capital or primary city** of any major metropolitan area.

Capital City Per Diem Allowances for expenses can be claimed for travel to Sacramento, Boston, Chicago, Dallas, Detroit, Houston, Miami, New York, Philadelphia, San Francisco and Washington, D. C.

To be reimbursed, the traveler must have been required to be physically in the primary city for any portion of a day. *Form 430* and original itemized receipts must be submitted at the end of the trip.

Capital and primary city reimbursement rates are approved annually by the Board of Supervisors, and are available from the Financial Management Division.

6.4.14 PORTERAGE

Porterage costs are reimbursed by filing *Form 430*.

Porterage rates are approved annually by the Board of Supervisors, and are available from the Financial Management Division.

6.4.15 INCORRECT OR INCOMPLETE EXPENSE CLAIMS

Incorrect or incomplete expense claims will be returned for correction and may result in delays or non-reimbursement of specific items.

END OF POLICY

APPENDIX C

REQUIRED FORMS

**Public Housing & Section 8 Administration Software
Compliance Matrix Form**

Proposers Company Name: _____

Instructions:

Complete the provided Compliance Matrix Form that matches the Housing Authority's requirement with the proposed solution. The matrix will list the requirements and solutions in the same order as they are listed in Appendix B – Statement of Work and be numbered in the same way. The Proposer must describe how the proposed solutions will fulfill each requirement. Columns are provided in the matrix for the Proposer to identify whether the requirement is: a) provided Standard (SD) as part of the Proposer's system already developed; b) will be delivered to Housing Authority as part of the Proposer's solution with Moderate Change (MC) to the standard software; c) will be delivered with a more Significant Customization (SC) effort for changes to the standard software. Proposer must provide an estimate for the level of effort for this customization; d) the requirement will be delivered by or through integration with a Third Party (to be identified by the Proposer as TP); or e) the Proposer will work with the Housing Authority to do Integration (INT) of existing modules with the Proposer's Solution.

Please use the comments field to provide additional effort or information that will help to evaluate any particular line item. If additional space is required, please use additional sheet of paper, the Proposer Name as the header, and labeling the Line Number, SOW Section and the continued comment.

Legend:

SD – Standard	Requirement is standard to application software no modification needed.
MC – Moderate Change	Application software will satisfy this requirement with moderate modification (to be accomplished within two days)
SC – Significant Change	Significant customization (beyond two days) is needed to satisfy the requirement. Estimate included in Comments
TP – Third Party/Partner	Requirement is satisfied with or through integration with Third party provider (to be identified in Comments)
INT - Housing Authority Integration	Integration of existing modules with Proposer's Solution
	Not Applicable

Line Number	SOW Section	Requirement Description	Check applicable column					Comments
			SD	MC	SC	TP	INT	
Database and Technical Requirements								
1	3.1.1	Microsoft SQL and XML applications such as Internet based waiting list.						
2	3.1.2	Delivered Web services enabling queries for staff and clients (or clients' systems) to retrieve data online.						

**Public Housing & Section 8 Administration Software
Compliance Matrix Form**

Proposers Company Name: _____

Line Number	SOW Section	Requirement Description	<i>Check applicable column</i>					Comments
			SD	MC	SC	TP	INT	
3	3.1.3	Clearly defined database layouts and data dictionary with minimal data redundancy.						
4	3.1.4	Clearly defined server, workstation and network resource needs.						
5	3.1.5	Ability to perform data maintenance and system updates quickly with minimal to no impact on users daily activities.						
6	3.1.6	Data archiving utilities for the purpose of keeping large databases performing at optimal levels.						

**Public Housing & Section 8 Administration Software
Compliance Matrix Form**

Proposers Company Name: _____

Line Number	SOW Section	Requirement Description	Check applicable column					Comments
			SD	MC	SC	TP	INT	
7	3.1.7	Real-Time Utilities to monitor who's logged into the system, troubleshoot errors and monitor system performance.						
Systems' Integration Requirements - Replace/provide equivalent functionality provided by or integrate/interface with the following in-house or 3rd party systems or services								
8	3.2.1	Applicant Registration Portal for the general public to register, update, and/or view their waiting list application status (online). Furthermore, any changes done by public inquiry via the portal the system must automatically be updated in real-time and to include audit trails regarding any changes done (regardless if changes were done by the public or internal staff).						
9	3.2.2	Green Route System (GRS) which integrates with the Housing Authority PeopleSoft and current Housing System provider to provide smart routes (integrating with and sent to Housing Authority-developed iPad app) for Inspectors - developed by 3rd party provider;						
10	3.2.3	HQS mobile inspections - iPad app developed by the Housing Authority which integrates with current provider						

**Public Housing & Section 8 Administration Software
Compliance Matrix Form**

Proposers Company Name: _____

Line Number	SOW Section	Requirement Description	<i>Check applicable column</i>					Comments
			SD	MC	SC	TP	INT	
11	3.2.4	REAC mobile inspections - Tablet app developed by the Housing Authority which integrates with current provider						
12	3.2.5	Mobile app for Work Orders which is integrated with housing system and mobile inspections						
13	3.2.6	Inspections Dashboard for management and inspectors to track and monitor inspections' operations						
14	3.2.7	System auto creates/batches, and approves code 13 - 50058s (HQS Annual Inspections) to minimize manual intervention. Also, provides a report to capture any exceptions which failed the code 13 batching process and alert the inspections unit via email.						

**Public Housing & Section 8 Administration Software
Compliance Matrix Form**

Proposers Company Name: _____

Line Number	SOW Section	Requirement Description	Check applicable column					Comments
			SD	MC	SC	TP	INT	
15	3.2.8	Tenant Portal allows tenants to view and report information online. Functionality includes but is not limited to submitting annual reexamination information, reporting income/family composition changes, viewing their inspection information, rent information, and status. Caseworkers should be able to view, approve or deny all online submissions. Portal should be capable of pushing online submission forms from the portal to Laserfiche Document Management system.						
16	3.2.9	Owner Portal allows owners to report owner information, such as but not limited to address changes, direct deposit banking information, change of ownership, and management company changes. Owners can check inspection status, tenant/Housing Assistance Program (HAP) modifications that affect the owners, abatement status (failed owner inspections due to owner caused deficiencies), owner overpayment notices, and a summary HAP report for owners who have multiple tenants.						
17	3.2.10	Interactive (mobile) check-in system for our clients (e.g., owners, applicants, tenant, and the general public) to inform assigned case worker that the recipient of the scheduled appointment has arrived (to tie in with the assigned case worker as identified in the system based on the tenant, landlord, or applicant identification (system identification/Social Security #/Tax ID #).						
18	3.2.11	PeopleSoft (ERP) Human Capital Management (HCM) - interface all G/L information from Housing System to ERP. Link case workers and inspectors to respective employee information in ERP						

**Public Housing & Section 8 Administration Software
Compliance Matrix Form**

Proposers Company Name: _____

Line Number	SOW Section	Requirement Description	<i>Check applicable column</i>					Comments
			SD	MC	SC	TP	INT	
19	3.2.12	GoSection8 (Rent Comp system) - Provide seamless integration between housing system and the GoSection8 system to eliminate duplicate data entry.						
20	3.2.13	Facilitate integration that allows the system to interface with LaserFiche (Document Management system) to view owner/tenant/other PHA related documents.						
21	3.2.14	Facilitate integration with the Housing Authority's Shortel Phone system that allows respective tenants and owners to route their call to the assigned case manager based on their owner and tenant identification.						
22	3.2.15	Public Housing Portal which enables tenants to view monthly rent statements and make payments online. Portal integrates with financial institution's Payment Collection gateway.						

**Public Housing & Section 8 Administration Software
Compliance Matrix Form**

Proposers Company Name: _____

Line Number	SOW Section	Requirement Description	<i>Check applicable column</i>					Comments
			SD	MC	SC	TP	INT	
General Functionality Requirements								
23	3.3.1	Built in Quality Control mechanism with data integrity enforcement including date/time-stamped audit trail logging, history tracking on status changes and processes as defined by the Housing Authority. For example, if a record is deleted, modified, or created, an audit trail should record the transaction information, including the date and time deleted or created, and user who deleted or created it. If a tenant, applicant, or owner status is changed, a log of changes should be kept so that the history of changes can tracked. The Audit Trail should track all changes within each respective module and their fields within the database without affecting system performance.						
24	3.3.2	If the Housing Authority chooses, at some future date, to manage other Public Housing Agencies (PHA), the solution will need to support separate management of these separate agencies and/or Special Programs under the same installation – including the management of separate waiting lists, ACC (Annual Contributions Contract) units, leases, and 50058/50059 processing and submission to HUD under an independent PHA code. Ability to track/process applicants in multiple waiting lists simultaneously with "Applications in process" without disrupting the validity of the data/status for the other active waiting list records or applications in process. Financial Tracking of administrative and HAP expenditures and revenues from multiple sources. Each ACC managed by the Housing Authority would be independent and must be tracked as independent Housing Authorities						

**Public Housing & Section 8 Administration Software
Compliance Matrix Form**

Proposers Company Name: _____

Line Number	SOW Section	Requirement Description	Check applicable column					Comments
			SD	MC	SC	TP	INT	
25	3.3.3	Ability to add user-defined objects, either for delivered system's interface(s) or custom and configurable screens to be added by HACoLA, for other internal PHA tracking needs						
26	3.3.4	Individual and group security features by system function or user/group responsibilities by module, screen, and/or specific fields where needed.						
27	3.3.5	The Solution should enforce staff to clear all fatal and warnings before the 50058 can be approved. Built-in 50058/50059 processes with full PIC/TRACS compatibility including format, validation, and submission. These processes must be in accordance with applicable HUD Technical guidelines. For example, 58 processing must be in compliance with PIC's validations according to the 50058 Instructions Booklet and HUD's Technical Reference Guide Book.						
28	3.3.6	The Solution should have automated forms management/development/generation and tracking capability linked to specific functions. The system should be able to auto-generate and populate forms, driven by data from a user action or a scheduled task.						

**Public Housing & Section 8 Administration Software
Compliance Matrix Form**

Proposers Company Name: _____

Line Number	SOW Section	Requirement Description	<i>Check applicable column</i>					Comments
			SD	MC	SC	TP	INT	
29	3.3.7	The Solution should have the capability to allow users to print, view, and/or export reports and forms in various formats.						
30	3.3.8	The Solution must have a built in support function that allows the agency to update their letterheads for all forms within the system. Example, if the agency logo, Executive Director name or Board of Commissioners name change, all letterheads can be updated in mass with one function as oppose to updating each letter.						
31	3.3.9	Help Screens to include glossary for field uses and terminology						
32	3.3.10	Automated scheduler function that allows staff to create "scheduled" reports that can be saved or emailed to the user or distribution of users.						

**Public Housing & Section 8 Administration Software
Compliance Matrix Form**

Proposers Company Name: _____

Line Number	SOW Section	Requirement Description	<i>Check applicable column</i>					Comments
			SD	MC	SC	TP	INT	
33	3.3.11	Reports filtering should allow for results based on any range of time.						
34	3.3.12	The Solution should have a function that allows staff to create adhoc reports and should auto track the author, specifications, and store in a central reporting menu set for all other uses to view.						
35	3.3.13	The Solution should have a Report Directory. Directory should include report legend and location of reports. Vendor must also update the Report Directory according to any changes (not only at upgrades).						
36	3.3.14	System Manual (user guides) to include glossary for field uses and terminology. Furthermore, the vendor must also provide updated manuals (as changes occur).						

**Public Housing & Section 8 Administration Software
Compliance Matrix Form**

Proposers Company Name: _____

Line Number	SOW Section	Requirement Description	Check applicable column					Comments
			SD	MC	SC	TP	INT	
37	3.3.15	The Contractor must provide technical and end-user training for implementation. Online courses and webinars should be provided to keep the Housing Authority abreast of compliance or system updates.						
38	3.3.16	The Solution should provide the user with a status on reports, or posting to determine whether a report is running or if a report request was successful.						
Public Housing Requirements								
39	3.4.1	Built in support for Lockbox Rent Collection from Tenants (Public Housing).						
40	3.4.2	Built-in support for Automated Clearing House (ACH) for pre-authorized debits to tenants' bank accounts (rent charge collection) via a debit file creation and ACH credits to prepaid cards issued for Utility Reimbursements (URPs). The Solution should distinguish between URPs via an ACH credit to a prepaid card and payments made to the PHA via an ACH debit to the payors account. The Solution should have the capability to automatically disable the Electronic Funds						

**Public Housing & Section 8 Administration Software
Compliance Matrix Form**

Proposers Company Name: _____

Line Number	SOW Section	Requirement Description	<i>Check applicable column</i>					Comments
			SD	MC	SC	TP	INT	
		Transfer (EFT) payment method for Public Housing (PH) tenants who are no longer eligible for URPs.						
41	3.4.3	The Solution should provide automation to individual sites for the PH monthly rent statements (to include tenant ID, name, unit address, current charge, outstanding balances, and # of day's delinquent).						
42	3.4.4	Provide illustrations and tools which facilitate the audit and approval/denial of monthly scheduled charges at various functional or hierarchical roles by site.						
43	3.4.5	Ability to track and report offline units and HUD expiration or extension submission dates. Goal is to allow public housing staff to pre-identify units that are due for HUD extensions (remain offline).						

**Public Housing & Section 8 Administration Software
Compliance Matrix Form**

Proposers Company Name: _____

Line Number	SOW Section	Requirement Description	Check applicable column					Comments
			SD	MC	SC	TP	INT	
44	3.4.6	The Solution should have the capability to track different stages of the Public Housing Resident Services Program such as but not limited to the interview process, needs assessment, referrals, and action plans. The system should provide statistical and participant progress reports to monitor the different aspects of the program.						
45	3.4.7	The Solution must deliver functionality for Community Service Requirements (CSR) where the Housing Authority can adequately track the community service requirements by adult member living in public housing as mandated by HUD. Tracking includes, community service type, hours, and agency contact (to verify community service hours/type).						
46	3.4.8	Public Housing -Performance Report (mirrors the Public Housing Assessment Systems HUD reporting). System must provide a summary report of the overall PH operations. The report must include the number of inspections completed (tie in with FY calendar), # of work orders and turnaround time to complete (tie in with FY calendar), Vacancy Unit Turn-Around Time (VUTT) by AMPs, # of vacant units (include # of days vacant), # of offline units, and dollar amount Rents Charged/Rents Collected/outstanding Balance (include regular rents, maintenance and other related fees, including fraud collections).						
47	3.4.9	The Solution should have the capability to auto track and report delinquent rent payers (including each historical occurrence). The system should facilitate auto generation of notices based on the delinquencies as well as other legal notices to Public Housing tenants (e.g., 30-day notice, 14-day, 3-day notice, 60-day notice, and notice to appear for counseling). A historical audit trail						

**Public Housing & Section 8 Administration Software
Compliance Matrix Form**

Proposers Company Name: _____

Line Number	SOW Section	Requirement Description	<i>Check applicable column</i>					Comments
			SD	MC	SC	TP	INT	
		should be available for record keeping (potential eviction cases that may result in legal proceedings).						
48	3.4.10	Built-in tracking mechanism that tracks the number of Non Sufficient Fund (NSF) charges and capability to reverse NSF counts when tenant is not at fault (e.g., identity theft, frozen accounts due to deceased tenants, etc.).						
49	3.4.11	Maintenance Work Order system, fully integrated with Inventory Management by site/AMP.						
50	3.4.12	Property/Unit Management must include the tracking of details regarding location of all utility meters (water, gas, and electricity) by site/unit/AMP.						

**Public Housing & Section 8 Administration Software
Compliance Matrix Form**

Proposers Company Name: _____

Line Number	SOW Section	Requirement Description	<i>Check applicable column</i>					Comments
			SD	MC	SC	TP	INT	
51	3.4.13	Ability to track construction projects (tracking should include but not be limited to: projects by site, project type, and reports that include the historical costs/scope of work and completed project dates)						
Section 8 Program Requirements								
52	3.5.1	SEMAP Compliance Tracking and Reporting						
53	3.5.2	The Solution must include VMS reporting requirements.						
54	3.5.3	The Solution should have the ability to conduct the Rent Reasonableness test (HUD requirements for lease ups) and create a report on the results. The report should include (the prorated HAP/Tenant Rent, full HAP/tenant Rent, owner and tenant information, including assisted unit address, to name a few). The system should have the ability to run statistical reports on rent reasonableness determinations (e.g., fails and pass).						

**Public Housing & Section 8 Administration Software
Compliance Matrix Form**

Proposers Company Name: _____

Line Number	SOW Section	Requirement Description	<i>Check applicable column</i>					Comments
			SD	MC	SC	TP	INT	
55	3.5.4	The Solution should have a built in function for the 1099 form for landlords and file transmission to IRS. The Solution should have an exception report to identify duplicate records.						
56	3.5.5	The Solution should facilitate Direct Deposit HAP payments to owners						
57	3.5.6	Built in feature to search for existing owner Tax ID or SSN by vendor/landlord to avoid creating duplicate owner cards (minimize duplicates). System should have the capability to block duplicate SSN's or TIN's with an override function. System should also have a Vendor Payment ledger with the ability to subtotal payments per month.						
58	3.5.7	Housing Authority Portal (Portability) for other PHAs to electronically communicate with the Housing Authority by submitting/upload their billing information or voucher absorption changes. System should flag assigned staff to execute changes to ensure HUD compliance (according to portability requirements).						

**Public Housing & Section 8 Administration Software
Compliance Matrix Form**

Proposers Company Name: _____

Line Number	SOW Section	Requirement Description	Check applicable column					Comments
			SD	MC	SC	TP	INT	
59	3.5.8	System should include a Management Dashboard that provides a daily summary activity (for example but not limited to: # inspection scheduled, inspections/annuals completed/delinquent, # of leased units/vacant units, vouchers issued/outstanding, daily appointments by employee, and case load listing) System should also include an Employee Dashboard that provides a daily summary for staff of their pending assignments and appointments for example but not limited to delinquent Annual re-exams, Voucher Issuance, HQS actions (abatements), proposed terminations, applications.						
60	3.5.9	Functionality to automatically schedule and assign inspections based on next inspection due date (10 months from the last inspection date pass). For example: Automate Inspections batching, scheduling, and inspectors routing for all programs (must include the HUD requirements for the Project Based program as it relates to the annual inspections-20% pass rate). Also dashboard must have the capability to monitor daily progress for scheduled inspections by inspector. Function should also include the ability to generate the Notices regarding scheduled inspections to owners/tenants (for each inspection batching). System should have the capability to alert staff of pending inspections due that have not been scheduled.						
61	3.5.10	System should have ability to detect duplicate unit addresses and should incorporate the United States Postal Coding (USPC) for the validity of the address (e.g., Google maps method). System should block duplicate address entry and unit numbers should not be connected to a program type. Units should not be connected to a program type. Units should be interchangeable between programs.						

**Public Housing & Section 8 Administration Software
Compliance Matrix Form**

Proposers Company Name: _____

Line Number	SOW Section	Requirement Description	Check applicable column					Comments
			SD	MC	SC	TP	INT	
62	3.5.11	Portability Reports to monitor all Administered Port-In's and Port-Out's as well as incoming and outgoing ports. Report should include where the portability record is in process (for example but not limited to: voucher issuance, RFTA received, lease up with its respective billing or absorb code). Furthermore, the system should auto generate a 52665 with the billing date/information. System should also have a functionality that allows automatic updates of the Portability Administrative fees as they change.						
Common Requirements for both Assisted Housing and Housing Management								
63	3.6.1	Built-in tracking that allows management to track all End of Participations (EOP) and/or moves by reason type and specified time frames (Note: 50058 only records EOP but not the reason for EOP). It would be beneficial to internally track the reasons for EOP or moves from one property/unit to another within the Housing Authority programs.						
64	3.6.2	Ability to track unit history (former tenants including user audit trail to track changes done by date/time/user ID).						
65	3.6.3	Ability to track tenant history (moves, transfers to other units/properties), including user audit trail to track changes done by date/time/user ID).						

**Public Housing & Section 8 Administration Software
Compliance Matrix Form**

Proposers Company Name: _____

Line Number	SOW Section	Requirement Description	<i>Check applicable column</i>					Comments
			SD	MC	SC	TP	INT	
66	3.6.4	System should allow management to execute a caseload distribution based on the Housing Authority's criteria, such as zip code, tenant name, property/unit characteristics						
67	3.6.5	Verification of hierarchy tracking module to ensure compliance with HUD recommended levels of verification.						
68	3.6.6	System must include all FSS tracking, including Portability, and reporting requirements to ensure HUD compliance.						
69	3.6.7	System should include a Waiting List Management Dashboard for Section 8, Special Programs, and Public Housing Applicants. The module should include demographic reports on applicants, # of applicants per wait list, PHA preferences (for example but not limited to: homeless, veteran, domestic violence, jurisdiction, and senior status)						

**Public Housing & Section 8 Administration Software
Compliance Matrix Form**

Proposers Company Name: _____

Line Number	SOW Section	Requirement Description	<i>Check applicable column</i>					Comments
			SD	MC	SC	TP	INT	
70	3.6.8	System should allow for waiting list selection based on program rules and be able to track each selection respectively. A selection report should be available to illustrate preferences and other criteria to determine accuracy prior to the official selection from the respective waiting list.						
71	3.6.9	Capability to track applications in process for each selection. Reports to show, for example but not limited to, the total selected, date selected, # of applications cancelled, # leased.						
72	3.6.10	System should enable mass cancellation of Waiting List applicants.						
73	3.6.11	System should auto flag system users for possible duplicate Tenants to avoid duplicate subsidies.						

**Public Housing & Section 8 Administration Software
Compliance Matrix Form**

Proposers Company Name: _____

Line Number	SOW Section	Requirement Description	<i>Check applicable column</i>					Comments
			SD	MC	SC	TP	INT	
74	3.6.12	Built-in function that allows staff to transfer an existing tenant from one program to another without affecting or disrupting the original tenant record and historical financial information.						
75	3.6.13	Integration of appointment scheduling with Outlook. For example, if mass or individual appointments are scheduled via the system, each appointment should reflect on the Microsoft Outlook Calendar.						
76	3.6.14	System must include the memo functionality for case notes. Notes should track the date memo entered, user who created the memo and memo type. Staff should not have the capability to back date notes. Also, system should have a Memo Report function that allows staff to print memos within a respective tenant/applicant record by date range or print all memos regardless of date range.						
77	3.6.15	System must have the ability to record/track ADA Reasonable Accommodation requests, reasons for the request, and approvals or denials.						

**Public Housing & Section 8 Administration Software
Compliance Matrix Form**

Proposers Company Name: _____

Line Number	SOW Section	Requirement Description	Check applicable column					Comments
			SD	MC	SC	TP	INT	
78	3.6.16	System must have the ability to record/track language preference (LEP requirement)						
79	3.6.17	System should have reports and graphic illustrations in place to capture the tenant and applicant demographics (for example but not limited to gender, age, ethnicity, race, annual income, veteran status, disability status, homeless status), for each individual/households, service area (SPA), AMPs (PH program), including County Supervisorial and Congressional Districts for any specified time frame.						
80	3.6.18	Workflow functionality to ensure various steps are followed for each functional business process, starting from application process through tenant end-of-participation. System should enforce compliance with HUD, the Housing Authority Administrative Plan, and have built-in 50058 and 50059 enforcements/validations throughout a process. System should provide reports to monitor workflow processes that can help management identify bottlenecks.						
81	3.6.19	Ability to configure and distribute assignments with due dates to caseworkers and track status of assignments through completion. System should provide reports to monitor the status of caseload assignments.						

**Public Housing & Section 8 Administration Software
Compliance Matrix Form**

Proposers Company Name: _____

Line Number	SOW Section	Requirement Description	Check applicable column					Comments
			SD	MC	SC	TP	INT	
82	3.6.20	System must have the ability to track all Criminal Background checks in process/approved/denied or pending finger printing for each respective applicant and other household members within the family composition, including existing tenants (family add-on for existing tenants). This function must include detailed reports for management to monitor the criminal background checks and related processing fees.						
83	3.6.21	Quality Control dashboard/function for supervisor/management to audit staff's completed files for program compliance. Dashboard should include random sampling for audit purposes (PHAS and SEMAP requirements). Also quality control features should capture errors and translate them into reports to identify training needs and staff evaluations.						
84	3.6.22	Built-in Function that tracks all Tenant Payment Agreements for Public Housing and Section 8 Tenants. Tracking must include reason for payment agreement, payment arrangement amount (for example but not limited to, down payment, monthly payment, full payment). Also, the system must include a monthly auto-generated report to management/division that captures all those who have defaulted on the agreement so the agency can persue legal matters as needed, including program termination						
Financial Management Requirements								
85	3.7.1	Full financial reporting capability, including but not limited to Accounts Receivable, Payables, G/L, Check register						

**Public Housing & Section 8 Administration Software
Compliance Matrix Form**

Proposers Company Name: _____

Line Number	SOW Section	Requirement Description	<i>Check applicable column</i>					Comments
			SD	MC	SC	TP	INT	
86	3.7.2	Aged Receivable report with ability for specific date cut-off						
87	3.7.3	Ability to interface G/L with other systems						
88	3.7.4	Ability to select electronic method of payment						
89	3.7.5	Ability to house two distinct banking instructions for tenants. Example, one for ACH credits/payouts (URP Prepaid cards) and one for ACH debits/Receipts (rent)						

**Public Housing & Section 8 Administration Software
Compliance Matrix Form**

Proposers Company Name: _____

Line Number	SOW Section	Requirement Description	<i>Check applicable column</i>					Comments
			SD	MC	SC	TP	INT	
90	3.7.6	Enhance existing integration with Laserfiche to enable view of source documents scanned to support Journal entries						
91	3.7.7	Ability to run Tenant Prepay Report for specific cut-off date						
92	3.7.8	Ability to run Portability Statement to 'exclude 0.00 balances'						
93	3.7.9	Landlord overpayment tracking						

**Public Housing & Section 8 Administration Software
Compliance Matrix Form**

Proposers Company Name: _____

Line Number	SOW Section	Requirement Description	<i>Check applicable column</i>					Comments
			SD	MC	SC	TP	INT	
94	3.7.10	Financial transactions should include: transaction date, posting date, tenant ID, G/L account. Property ID, landlord ID (HAP).						
95	3.7.11	Users should be able to query or run reports for all financial transaction details within a posting date range, G/L account#, Property #, landlord ID, or any combination of these.						

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 Executive Director's sole judgment and his/her judgment shall be final.

Proposer's Name: _____ Proposer's Name Title: _____

Address: _____

E-mail address: _____ Telephone number: _____

On behalf of _____ (Proposer's name), I, _____ (Name of Proposer's authorized representative), certify that the information contained in this Proposer's Compliance Matrix Form is true and correct to the best of my information and belief.

Signature

Date

**COMMUNITY DEVELOPMENT COMMISSION
CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The Community Development Commission's (Commission) solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the Commission's Contractor Employee Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the Commission will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or 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 Commission contracts or subcontracts (this exemption is not available if the contract/purchase order itself exceeds \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the Commission will 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, is . \$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 exemption 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, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

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

Print Name:	Title:
Signature:	Date:

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.

CERTIFICATION

YES NO

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 Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

() ()

OR

YES NO

Proposer of 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 (please type or print)

CERTIFICATION OF NO CONFLICT OF INTEREST

CONTRACTS PROHIBITED

The Community Development Commission of the County of Los Angeles (Commission), shall not contract with, and shall reject any quote(s), bid(s), or proposal(s) submitted by, the persons or entities specified below, unless the Executive Director finds that special circumstances exist which justify the approval of such contract:

1. Employees of the Commission for which the Commission 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 Executive Director for approval shall be accompanied by an assurance by the submitting division that these provisions have not been violated.

Print Proposer Name

Print Proposer Official Title

Official's Signature

Date

CONTINGENT FEE REPRESENTATION AND AGREEMENT

The bidder/proposer represents and certifies as part of its bid/ offer that, except for full-time bona fide employees working solely for the bidder/proposer, the bidder/proposer:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

If the answer to either (1) or (2) above is affirmative, the bidder/proposer shall make an immediate and full written disclosure to the Procurement Officer.

Any misrepresentation by the bidder/proposer shall give the Community Development Commission of the County of Los Angeles/Housing Authority of the County of Los Angeles the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

Authorized Official:

Name: _____ Title: _____

Signature: _____ Date: _____

**DEFAULTED PROPERTY TAX REDUCTION PROGRAM
CERTIFICATION OF COMPLIANCE**

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

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County’s 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. The following exemption applies to my contract:

- Mandated by federal or state law or a condition of federal or state program;
- The purchase is made through a state or federal contract;
- The purchase is made for equipment or supplies for, or by the National Association of Counties,, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
- Sole source provider with exclusive and proprietary rights to services or goods;
- Emergency services provider for services or goods;
- Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
- Required to comply with the laws of the United Sates or California, which are inconsistent with this program.

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:

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Vendor's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

The Contractor 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, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.
2. The vendor periodically conducts a self-analysis or utilization analysis of its work force.
3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Authorized Official:

Name: _____ Title: _____

Signature: _____ Date: _____

**FEDERAL LOBBYIST REQUIREMENTS
CERTIFICATION**

Name of Firm: _____ Date: _____

Address: _____

State: _____ Zip Code: _____ Phone No. : _____

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Community Development Commission, County of Los Angeles:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and:
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: _____ Title: _____

Signature: _____ Date: _____



COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES

PAYEE REGISTRATION PACKAGE

The Payee Registration Package contains the following documents:

- **Payee Registration form**
- **Organization Registration form**
- **Request for Taxpayer Identification Number and Certification (form W-9)**
- **Direct Deposit enrollment form**

These forms must be included in solicitation packages under “Required Forms.” Vendors must complete and submit these forms as part of their quotes, bids, or proposals.

This is not a Vendor Application Package. Vendors who wish to be included in the Commission’s vendor database and be notified of contracting opportunities must register on-line at www.lacdc.org under “Doing Business With Us.”



Community Development Commission of the County of Los Angeles

Payee Registration

To ensure accurate and prompt payment, please provide all information and return with the organization information form, authorization for direct deposit form and W-9 form to:

COMMUNITY DEVELOPMENT COMMISSION
ATTN: PROCUREMENT UNIT
700 WEST MAIN ST • ALHAMBRA CA 91801
PHONE: (626) 586-1681 • FAX: (626) 943-3807

New Payee Update of Company's Information

Name of Company: _____				
Contact Person: _____		Title: _____		
Company Address: _____				
(P.O. Box will not be accepted)				
Street	City	State	Zip + 4	
Billing Address/Remit To: _____				
(if different from above)				
Street	City	State	Zip + 4	
Phone Number (____) _____		Fax Number (____) _____		Email: _____
<input type="checkbox"/> Federal I.D. No.	<input type="checkbox"/> Social Security No.	<input type="checkbox"/> Federal Non-Profit No. (Attach copy of IRS Section 501(c)(3) Non-Profit letter)		
Please print Federal I.D., Social Security or Federal Non-Profit No: _____				
TYPE OF OWNERSHIP (check all applicable)				
<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"/> Limited Liability Company		
<input type="checkbox"/> Other _____				
TYPE OF BUSINESS (check all applicable)				
<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Distributor	<input type="checkbox"/> Construction Contractor	<input type="checkbox"/> Consultant	<input type="checkbox"/> Broker/Agent
		<input type="checkbox"/> Vendor		
<input type="checkbox"/> Other _____				
THE INFORMATION PROVIDED IS HEREBY TRUE AND ACCURATE BASED ON FACTS AVAILABLE AS OF THIS DATE.				
Signature _____		Title _____		Date _____
(Application is NOT valid unless signed and dated.)				
FOR OFFICE USE ONLY				
Date Received: _____		Date Entered: _____		
Payee #: _____		Entered By: _____		

Community Development Commission of the County of Los Angeles

Organization Information Form

I. FIRM/ORGANIZATION INFORMATION Contractors/Vendors are selected without regard to race/ethnicity, color, religion, sex, national origin, age, marital status or disability.

NAME OF FIRM: _____

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):						
Distribute the above total number of employees into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
African American						
Hispanic American						
Asian American						
Asian Pacific American						
Native American						
Caucasian						
Other _____						

II. MINORITY OR WOMEN-OWNED BUSINESS ENTERPRISE REPRESENTATION

This firm/organization:

is a Minority Business Enterprise.

“Minority Business Enterprise,” as used in this provision means an independent business concern which is at least 51 percent owned by one or more minority group members; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one of more minority group members; and whose management and daily operations are controlled by one or more such individuals.

is a Woman Business Enterprise.

“Woman Business Enterprise,” as used in this provision, means an independent business concern which is at least 51 percent owned by one or more women who are U.S. citizens; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more women; and whose management and daily operations are controlled by one or more women.

is not a Minority or Woman Business Enterprise.

III. DECLARATION

I declare under penalty of perjury under the laws of the state of California that the above information is true and accurate. I understand that the Commission reserves the right to audit the above information at any time and that I will notify the Commission if there are any changes in this firm’s ownership from what is stated on this form.

Print Authorized Name	Authorized Signature	Title	Date



**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

700 W. Main Street • Alhambra, CA 91801
Tel: 626.262.4511 • TDD: 626.943.3898 • www.lacdc.org

Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Don Knabe
Michael D. Antonovich
Commissioners

Sean Rogan
Executive Director

**DIRECT DEPOSIT PAYMENTS NOW AVAILABLE FROM
COMMISSION AND HOUSING AUTHORITY**

REGISTER NOW WITH THIS FORM

The Community Development Commission of the County of Los Angeles (Commission) and Housing Authority of the County of Los Angeles (Housing Authority) have implemented **Electronic Funds Transfers (EFT Direct Deposit)** for our vendors.

We hope you'll like the advantages this payment method offers:

- ✓ **Secure payments** – EFT payments are deposited directly into your bank account and cannot be lost or stolen like mailed checks.
- ✓ **Faster delivery** – EFT payments are deposited into your account within two days of the issuance of a payment.
- ✓ **Immediate availability** – EFT payments are normally available as soon as they are deposited to your account.

We'll still be sending a detailed payment summary in the mail and can also provide further assistance if you contact us at accountspayable@lacdc.org or (626) 586-1888, (626) 586-1887, (626) 586-1886.

Registering for this payment method is quick and easy. Please complete and return the **"Authorization Agreement for Direct Deposit"** form on the reverse side of this notice along with one of the following items:

- **Checking Accounts** – For deposits to a checking account please write "VOID" across a blank check from that account and include the voided check with your form.
- **Savings Account** – For deposits to a savings account please include a blank, pre-printed deposit slip for the savings account along with your form.

Send your completed form and the voided check or deposit slip to the Procurement Department at the address below or e-mail to: DirectDepositProgram@lacdc.org. You can also reach Accounts Payable at (626) 586-1888 or accountspayable@lacdc.org if you have any questions about our EFT program.

Community Development Commission of the County of Los Angeles
Administrative Services Division / Procurement Department
700 West Main Street
Alhambra, CA 91801

**We Build Better Lives
& Better Neighborhoods**





**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

700 W. Main Street • Alhambra, CA 91801
Tel: 626.262.4511 • TDD: 626.943.3898 • www.lacdc.org

**Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Don Knabe
Michael D. Antonovich**
Commissioners

Sean Rogan
Executive Director

**COMMUNITY DEVELOPMENT COMMISSION AND
HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES**

**AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS
AUTOMATED CLEARING HOUSE CREDITS (ACH)**

Vendor Name	
--------------------	--

I (we) hereby authorize Community Development Commission of the County of Los Angeles, hereinafter called "Commission" to initiate credit entries and if necessary, credit reversals for any credit entries in error to my (our) account indicated below, at the depository Financial Institution named below and credit such same account. I (we) acknowledge that the authority will remain in effect until I have (or either of us) cancelled it in writing and that the origination of ACH transactions to my (our) account must comply with the provisions of the United States law.

Financial Institution Name	
<input type="checkbox"/> Checking Account or	<input type="checkbox"/> Savings Account
Routing Number	
Bank Account Number	

This authorization is to remain in full force and effect until the Commission and your depository Financial Institution have had all reasonable opportunity to act upon a written request for cancellation

Name		Title	
Signature		Date	
Email Address		Phone	

Name		Title	
Signature		Date	
Email Address		Phone	

Please return this completed form with your voided check for a checking account, or deposit slip for a savings account to:

Community Development Commission of the County of Los Angeles
Administrative Services Division / Procurement Department
700 West Main Street
Alhambra, CA 91801
DirectDepositProgram@lacdc.org



Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary. **It is the Contractor's responsibility to ensure that the firm's name, contact's first and last names, title, phone/fax numbers and email address for each firm listed below are complete.**

1. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	# of Years / Term of Contract	Type of Service	Dollar Amount \$	Email Address:
2. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	# of Years / Term of Contract	Type of Service	Dollar Amount \$	Email Address:
3. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	# of Years / Term of Contract	Type of Service	Dollar Amount \$	Email Address:
4. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	# of Years / Term of Contract	Type of Service	Dollar Amount \$	Email Address:
5. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	# of Years / Term of Contract	Type of Service	Dollar Amount \$	Email Address:

PROSPECTIVE CONTRACTOR LIST OF REFERENCES

Contractor's Name: _____

List five (5) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation. **It is the Contractor's responsibility to ensure that the firm's name, contact's first and last names, title, phone/fax numbers and email address for each reference listed below are complete. Your failure to provide complete and accurate information may result in the disqualification of the incomplete listed reference.**

1. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	# of Years / Term of Contract	Type of Service	Dollar Amount \$	Email Address:
2. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	# of Years / Term of Contract	Type of Service	Dollar Amount \$	Email Address:
3. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	# of Years / Term of Contract	Type of Service	Dollar Amount \$	Email Address:
4. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	# of Years / Term of Contract	Type of Service	Dollar Amount \$	Email Address:
5. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	# of Years / Term of Contract	Type of Service	Dollar Amount \$	Email Address:

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

List of all contracts that have been terminated within the past three (3) years. Use additional sheets if necessary. **It is the Contractor's responsibility to ensure that the firm's name, contact's first and last names, title, phone and fax number for each Firm listed below are complete and accurate.**

1. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	Reason for Termination:			
2. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	Reason for Termination:			
3. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	Reason for Termination:			
4. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	Reason for Termination:			
5. Name of Firm	Address of Firm	Contact Person	Phone # ()	Fax # ()
Name of Contract	Reason for Termination:			

**COST SHEET
FOR
ON PREMISE SOLUTION**

In Section 1, the Proposer shall provide costs for Public Housing and Section 8 Programs' Administration Software services as described in Appendix B, Statement of Work. The Housing Authority has developed a Total Cost of Ownership (TCO) calculator tool which uses all the fees/costs presented in the cost proposal as well as the level of effort and other information provided by the Proposer in the Compliance Matrix Form (*Appendix C – Required Forms*) and combine them with estimated internal costs for Housing Authority staff to modify and integrate internally built systems with the proposed Solution. The TCO will be applied to all cost proposals. The maximum number of possible points will be awarded to the lowest TCO. All other cost proposals will be compared to the lowest TCO and lesser points will be awarded proportionately. In addition, the Proposer shall provide costs for annual maintenance services as noted in Section 2 and for Consulting Services as noted in Section 3.

SECTION I				
Line	Description	Cost	Tax	Total Cost
1	Proposer HAcOLA Implementation of Modules/Functionalities of Systems Integration for the General Functionality, Requirements and Tasks and Deliverables, as specified in Appendix B, SOW, Section 3			
2	3rd Party Implementation of Modules/Functionalities of Systems Integration for the General Functionality, Requirements and Tasks and Deliverables, as specified in Appendix B, SOW, Section 3			
4	Proposer License Fee , as specified in Appendix B, SOW, Section 2.7			
5	3rd Party License Fee* , as specified in Appendix B, SOW, Section 4.11			
6	Proposer Data Conversion/Migration , as specified in Appendix B, SOW, Section 3			
7	3rd Party Data Conversion/Migration , as specified in Appendix B, SOW, Section 3			
8	Training and Training Materials , as specified in Appendix B, SOW, Section 2 and 3			
9	Travel and Related Expenses , as specified in Appendix B, SOW, Section 4.3			
10	Subtotal for Section 1			
*Subcontract and Third Party Software Acknowledgement Form must also be completed and be included as part of the requirements from Appendix C, Required Forms.				
SECTION 2				

In Section 2, if the contract is extended in one-year increments, for a total of four (4) additional years at the sole discretion of the Housing Authority, the following is the Contractor's provided yearly maintenance, technical support and software license fee cost.

Line	Description	Cost	Tax	Total Cost
11	Annual Maintenance (Year 2)			
12	Annual Maintenance (Year 3)			
13	Annual Maintenance (Year 4)			
14	Annual Maintenance (Year 5)			
15	Subtotal for Section 2			
16	GRAND TOTAL OF SECTION 1 AND SECTION 2			

In Section 3, the Proposer shall provide hourly rates for Consulting Services based on the descriptions below or other descriptions provided by the Proposer, as specified in Appendix B, SOW, Section 3.8.10, Task 10 – Post-Implementation Services.

SECTION 3		
Line	Description	On-Premise Cost Hourly Rate
1	Consulting Services: Project Manager	
2	Consulting Services: Developer	
3		
4		
5		
6		

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 Executive Director's sole judgment and his/her judgment shall be final.

Proposer's Name: _____

Address: _____

E-mail address: _____

Telephone number: _____

On behalf of _____ (Proposer's name),

I, _____ (Name of Proposer's authorized representative),
certify that the information contained in this Proposer's Questionnaire/Affidavit is true
and correct to the best of my information and belief.

Signature

Title

Date

IRS Employer Identification No.

CA License No. (If applicable)

**COST SHEET
FOR
FULLY MANAGED SOLUTION**

In Section 1, the Proposer shall provide costs for Public Housing and Section 8 Programs' Administration Software services as described in Appendix B, Statement of Work. The Housing Authority has developed a Total Cost of Ownership (TCO) calculator tool which uses all the fees/costs presented in the cost proposal as well as the level of effort and other information provided by the Proposer in the Compliance Matrix Form (*Appendix C – Required Forms*) and combine them with estimated internal costs for Housing Authority staff to modify and integrate internally built systems with the proposed Solution. The TCO will be applied to all cost proposals. The maximum number of possible points will be awarded to the lowest TCO. All other cost proposals will be compared to the lowest TCO and lesser points will be awarded proportionately. In addition, the Proposer shall provide costs for annual maintenance services as noted in Section 2 and for Consulting Services as noted in Section 3.

SECTION I				
Line	Description	Cost	Tax	Total Cost
1	Proposer HACoLA Implementation of Modules/Functionalities of Systems Integration for the General Functionality, Requirements and Tasks and Deliverables, as specified in Appendix B, SOW, Section 3			
2	3rd Party Implementation of Modules/Functionalities of Systems Integration for the General Functionality, Requirements and Tasks and Deliverables, as specified in Appendix B, SOW, Section 3			
4	Proposer License Fee , as specified in Appendix B, SOW, Section 2.7			
5	3rd Party License Fee* , as specified in Appendix B, SOW, Section 4.11			
6	Proposer Data Conversion/Migration , as specified in Appendix B, SOW, Section 3			
7	3rd Party Data Conversion/Migration , as specified in Appendix B, SOW, Section 3			
8	Training and Training Materials , as specified in Appendix B, SOW, Section 2 and 3			
9	Travel and Related Expenses , as specified in Appendix B, SOW, Section 4.3			
10	Subtotal for Section 1			
*Subcontract and Third Party Software Acknowledgement Form must also be completed and be included as part of the requirements from Appendix C, Required Forms.				
SECTION 2				

In Section 2, if the contract is extended in one-year increments, for a total of four (4) additional years at the sole discretion of the Housing Authority, the following is the Contractor's provided yearly maintenance, technical support and software license fee cost.

Line	Description	Cost	Tax	Total Cost
11	Annual Maintenance (Year 2)			
12	Annual Maintenance (Year 3)			
13	Annual Maintenance (Year 4)			
14	Annual Maintenance (Year 5)			
15	Subtotal for Section 2			
16	GRAND TOTAL OF SECTION 1 AND SECTION 2			

In Section 3, the Proposer shall provide hourly rates for Consulting Services based on the descriptions below or other descriptions provided by the Proposer, as specified in Appendix B, SOW, Section 3.8.10, Task 10 – Post-Implementation Services.

SECTION 3		
Line	Description	On-Premise Cost Hourly Rate
1	Consulting Services: Project Manager	
2	Consulting Services: Developer	
3		
4		
5		
6		

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 Executive Director's sole judgment and his/her judgment shall be final.

Proposer's Name: _____

Address: _____

E-mail address: _____

Telephone number: _____

On behalf of _____ (Proposer's name),

I, _____ (Name of Proposer's authorized representative),
certify that the information contained in this Proposer's Questionnaire/Affidavit is true
and correct to the best of my information and belief.

Signature

Title

Date

IRS Employer Identification No.

CA License No. (If applicable)

PROPOSER'S QUESTIONNAIRE / AFFIDAVIT

Page 1 of 2

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, 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 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 DBA's, please list all DBA's and the County(s) 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. 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.

7. Will your firm be the sole contractor and assume complete responsibility for all work defined in the Statement of Work? _____ (Yes or No)

If no, list the Sub-Contractor(s) _____

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Check the boxes and fill in the blanks, as appropriate:

<input type="checkbox"/> Yes	<input type="checkbox"/> No	Complies to have 10 years of experience, within the last 10 years, providing Public Housing and Section 8 software and services equivalent or similar to the services, tasks and deliverables identified in <i>Appendix B - Statement of Work for On Premise and Fully Managed Solutions</i> .
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Complies to have a Planning/Project Manager/Supervisor assigned to the Required Contract with 5 years of experience, within the last 10 years, providing software and services equivalent or similar to the services identified in <i>Appendix B - Statement of Work</i> .
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Complies with Data Encryption requirements
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Complies with RFP format requirements
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Complies to execute the Commission required contract
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Certifies intent to comply with Insurance Requirements
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Complies with the Child Support Compliance Program
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Declares intent to comply with Section 3 requirements
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Certifies intent to comply with the Safely Surrendered Baby Law
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Certifies intent to comply with the Jury Service Program
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Certifies intent to comply with Charitable Purposes Act
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Certifies intent to comply with the Defaulted Property Tax Reduction Program

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 Executive 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 Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

IRS Employer Identification No.

Title

CA License No. (If applicable)

Date

DECLARATION OF INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

As a minimum requirement for consideration of a contract award, the Bidder/Proposer shall be a qualified Section 3 business concern or shall declare his/her intent to comply with Section 3 (24 CFR 135) of the Housing and Urban Development Act of 1968, as amended (Section 3). The Bidder/Proposer is obliged, to the greatest extent feasible, to give opportunities for training and employment to low-income and very low-income persons residing in the service area or neighborhood in which the Section 3 covered project/service is located, and/or to award subcontracts to business concerns that provide economic opportunities for Section 3 residents.

Bidders/Proposers who are not qualified Section 3 business concerns must agree that, prior to recommendation for contract award, he/she will agree to comply with the Section 3 requirements by including the Section 3 Clause in the contract and by submitting a "Section 3 Economic Opportunity Plan." The Section 3 Economic Opportunity Plan shall demonstrate the number of new hires and Section 3 new hires, and/or subcontracts that the Bidder/Proposer establishes to meet the following goals:

- 30% of all new hires will be Section 3 Residents, and/or
- Subcontract(s) will be given to Section 3 Business Concerns.

Failure to submit a Section 3 Economic Opportunity Plan prior to a recommendation to award a contract shall be grounds to determine the Bidder/Proposer non-responsive, and not be considered for contract award.

The Bidder/Proposer shall complete all of the following information, sign where indicated below, and return this form with his/her bid/proposal.

1. The Bidder/Proposer is willing to consider hiring Section 3 Residents for any future employment openings if the Section 3 Resident meets the minimum qualifications for the opening. ("Consider" means that the Bidder/Proposer is willing to interview qualified Section 3 Residents.)

YES NO

AND/OR

2. The Bidder/Proposer will consider subcontracting with Section 3 Business Concerns for this project/service.

YES NO

Name of Contractor/Subcontractor

Address

Print Name

Title

Signature

Date

NOTICE OF SECTION 3 COMMITMENT

Project/Service Name: _____

Project/Service No.: _____

To: _____
(Name of Labor Union, Worker's Representative, etc.)

Address: _____

The undersigned currently holds a contract with the Community Development Commission of the County of Los Angeles involving funds from the U.S. Department of Housing and Urban Development (HUD) or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obliged to the greatest extent feasible, to give opportunities for training and employment to low- and very low-income persons residing in the service area or neighborhood in which the Section 3 covered project is located, and to award contracts to business concerns that provide economic opportunities for Section residents. Regarding employment opportunities for this project, the minimum number and job titles are: _____

The anticipated date the work will begin is _____.

Regarding job referrals, request that consideration be given, to the greatest extent feasible, to assignment of persons residing in the service area or neighborhood in which the project is located. For additional information, you may contact _____, Project Coordinator, at () _____.

This notice is furnished your pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Name of Contractor/Subcontractor

Address

Print Name

Title

Signature

Date

2013 SECTION 3 RESIDENT CERTIFICATION (NEW HIRES FROM DECEMBER 11, 2012 THRU DECEMBER 17, 2013)

Employee Name: _____

Address: _____

City/State/Zip Code: _____

I hereby certify that I am a Section 3 resident based on one of two ways:

1. I am a *Public Housing* resident (Specify Name of the Public Housing site):

2. I am a low-income resident of the *Los Angeles metropolitan area*.
(*Los Angeles metropolitan area consists of Los Angeles and Oranges Counties*)

Select your **household size** and **household gross annual income level** (from all sources):

Household Size	2013 Levels (HUD Income Guidelines)			
	Level 1 - EL	Level 2 - VL	Level 3 - L	Level 4 - N-L*
1	<input type="checkbox"/> \$17,400 or Less	<input type="checkbox"/> \$17,401 to \$29,000	<input type="checkbox"/> \$29,001 to \$46,400	<input type="checkbox"/> \$46,401 or more
2	<input type="checkbox"/> \$19,900 or Less	<input type="checkbox"/> \$19,901 to \$33,150	<input type="checkbox"/> \$33,151 to \$53,000	<input type="checkbox"/> \$53,001 or more
3	<input type="checkbox"/> \$22,400 or Less	<input type="checkbox"/> \$22,401 to \$37,300	<input type="checkbox"/> \$37,301 to \$59,650	<input type="checkbox"/> \$59,651 or more
4	<input type="checkbox"/> \$24,850 or Less	<input type="checkbox"/> \$24,851 to \$41,400	<input type="checkbox"/> \$41,401 to \$66,250	<input type="checkbox"/> \$66,251 or more
5	<input type="checkbox"/> \$26,850 or Less	<input type="checkbox"/> \$26,851 to \$44,750	<input type="checkbox"/> \$44,751 to \$71,550	<input type="checkbox"/> \$71,551 or more
6	<input type="checkbox"/> \$28,850 or Less	<input type="checkbox"/> \$28,851 to \$48,050	<input type="checkbox"/> \$48,051 to \$76,850	<input type="checkbox"/> \$76,851 or more
7	<input type="checkbox"/> \$30,850 or Less	<input type="checkbox"/> \$30,851 to \$51,350	<input type="checkbox"/> \$51,351 to \$82,150	<input type="checkbox"/> \$82,151 or more
8	<input type="checkbox"/> \$32,850 or Less	<input type="checkbox"/> \$32,851 to \$54,650	<input type="checkbox"/> \$54,651 to \$87,450	<input type="checkbox"/> \$87,451 or more

- *I am not a public housing or low-income resident of the *Los Angeles metropolitan area*.

Employee Signature

Date

To Be Completed by the Employer

The above-named person is a *new-hire* employee who was hired on: _____

This person's Work Classification is: _____

Business Name: _____

Print Name of Owner / Agent: _____ Signature of Owner / Agent: _____

TO BE COMPLETED BY THE CDC/HA

Income Level: Extremely Low-PH/Very Low-CD Very Low-PH/Low-CD Low-PH/Moderate-CD Non-Low-Moderate

Reviewed by: _____ **Date:** _____

2014 SECTION 3 RESIDENT CERTIFICATION (NEW HIRES FROM DECEMBER 18, 2013 THRU MARCH 5, 2015)

Employee Name: _____

Address: _____

City/State/Zip Code: _____

I hereby certify that I am a Section 3 resident based on one of two ways:

1. I am a *Public Housing* resident (Specify Name of the Public Housing site):

2. I am a low-income resident of the *Los Angeles metropolitan area*.
(Los Angeles metropolitan area consists of Los Angeles and Oranges Counties)

Select your **household size** and **household gross annual income level** (from all sources):

Household Size	2014 Levels (HUD Income Guidelines)			
	Level 1 - EL	Level 2 - VL	Level 3 - L	Level 4 - N-L*
1	<input type="checkbox"/> \$17,150 or Less	<input type="checkbox"/> \$17,151 to \$28,550	<input type="checkbox"/> \$28,551 to \$46,650	<input type="checkbox"/> \$46,651 or more
2	<input type="checkbox"/> \$19,600 or Less	<input type="checkbox"/> \$19,601 to \$32,600	<input type="checkbox"/> \$32,601 to \$52,200	<input type="checkbox"/> \$52,201 or more
3	<input type="checkbox"/> \$22,050 or Less	<input type="checkbox"/> \$22,051 to \$36,700	<input type="checkbox"/> \$36,701 to \$58,700	<input type="checkbox"/> \$58,701 or more
4	<input type="checkbox"/> \$24,450 or Less	<input type="checkbox"/> \$24,451 to \$40,750	<input type="checkbox"/> \$40,751 to \$65,200	<input type="checkbox"/> \$65,201 or more
5	<input type="checkbox"/> \$26,450 or Less	<input type="checkbox"/> \$26,451 to \$44,050	<input type="checkbox"/> \$44,051 to \$70,450	<input type="checkbox"/> \$70,451 or more
6	<input type="checkbox"/> \$28,400 or Less	<input type="checkbox"/> \$28,401 to \$47,300	<input type="checkbox"/> \$47,301 to \$76,650	<input type="checkbox"/> \$76,651 or more
7	<input type="checkbox"/> \$30,350 or Less	<input type="checkbox"/> \$30,351 to \$50,550	<input type="checkbox"/> \$50,551 to \$80,850	<input type="checkbox"/> \$80,851 or more
8	<input type="checkbox"/> \$32,300 or Less	<input type="checkbox"/> \$32,301 to \$53,800	<input type="checkbox"/> \$53,801 to \$86,100	<input type="checkbox"/> \$86,101 or more

*I am not a public housing or low-income resident of the *Los Angeles metropolitan area*.

Employee Signature

Date

To Be Completed by the Employer

The above-named person is a *new-hire* employee who was hired on: _____

This person's Work Classification is: _____

Business Name: _____

Print Name of Owner / Agent: _____ Signature of Owner / Agent: _____

TO BE COMPLETED BY THE CDC/HA

Income Level: Extremely Low-PH/Very Low-CD Very Low-PH/Low-CD Low-PH/Moderate-CD Non-Low-Moderate

Reviewed by: _____ **Date:** _____

2015 SECTION 3 RESIDENT CERTIFICATION (NEW HIRES FROM MARCH 6, 2015 THRU MARCH 27, 2016)

Employee Name: _____

Address: _____

City/State/Zip Code: _____

I hereby certify that I am a Section 3 resident based on one of two ways:

1. I am a *Public Housing* resident (Specify Name of the Public Housing site):

2. I am a low-income resident of the *Los Angeles metropolitan area*.
(Los Angeles metropolitan area consists of Los Angeles and Oranges Counties)

Select your **household size** and **household gross annual income level** (from all sources):

Household Size	2015 Levels (HUD Income Guidelines)			
	Level 1 - EL	Level 2 - VL	Level 3 - L	Level 4 - N-L*
1	<input type="checkbox"/> \$17,450 or Less	<input type="checkbox"/> \$17,451 to \$29,050	<input type="checkbox"/> \$29,051 to \$46,500	<input type="checkbox"/> \$46,501 or more
2	<input type="checkbox"/> \$19,950 or Less	<input type="checkbox"/> \$19,951 to \$33,200	<input type="checkbox"/> \$33,201 to \$53,150	<input type="checkbox"/> \$53,151 or more
3	<input type="checkbox"/> \$22,450 or Less	<input type="checkbox"/> \$22,451 to \$37,350	<input type="checkbox"/> \$37,351 to \$59,800	<input type="checkbox"/> \$59,801 or more
4	<input type="checkbox"/> \$24,900 or Less	<input type="checkbox"/> \$24,901 to \$41,500	<input type="checkbox"/> \$41,501 to \$66,400	<input type="checkbox"/> \$66,401 or more
5	<input type="checkbox"/> \$28,410 or Less	<input type="checkbox"/> \$28,411 to \$44,850	<input type="checkbox"/> \$44,851 to \$71,750	<input type="checkbox"/> \$71,751 or more
6	<input type="checkbox"/> \$32,570 or Less	<input type="checkbox"/> \$32,571 to \$48,150	<input type="checkbox"/> \$48,151 to \$77,050	<input type="checkbox"/> \$77,051 or more
7	<input type="checkbox"/> \$36,730 or Less	<input type="checkbox"/> \$36,731 to \$51,500	<input type="checkbox"/> \$51,501 to \$82,350	<input type="checkbox"/> \$82,351 or more
8	<input type="checkbox"/> \$40,890 or Less	<input type="checkbox"/> \$40,891 to \$54,800	<input type="checkbox"/> \$54,801 to \$87,650	<input type="checkbox"/> \$87,651 or more

*I am not a public housing or low-income resident of the *Los Angeles metropolitan area*.

Employee Signature

Date

To Be Completed by the Employer

The above-named person is a *new-hire* employee who was hired on: _____

This person's Work Classification is: _____

Business Name: _____

Print Name of Owner / Agent: _____ Signature of Owner / Agent: _____

TO BE COMPLETED BY THE CDC/HA STAFF

Income Level: Extremely Low-PH/Very Low-CD Very Low-PH/Low-CD Low-PH/Moderate-CD Non-Low-Moderate

Reviewed by: _____

Date: _____

APPENDIX D

REQUIRED NOTICES

COUNTY OF LOS ANGELES
DEFAULTED PROPERTY TAX REDUCTION PROGRAM
(Los Angeles County Code 2.206)

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

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

2.206.050 Administration and compliance certification.

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

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.

7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

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

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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, fundraising 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 bidder/proposer on Commission and/or Housing Authority 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 resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, 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://caag.state.ca.us/charities/statutes.htm>.

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, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.



Notice 1015

(Rev. December 2013)

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 2013 are less than \$51,567 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, 2014.

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 2013 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 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

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



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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



LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

Vendor Name: INSPECTION ENGINEERING CONSTR
Alias: Inspection Engineering Construction
Debarment Start Date: 6/13/2006 **Debarment End Date:** 6/12/2016
Principal Owners and/or Affiliates: Jamal Deaifi

Vendor Name: KC BUILDING MAINTENANCE, INC.
Alias: KIM Y. PAEK
Debarment Start Date: 7/31/2012 **Debarment End Date:** 7/31/2015
Principal Owners and/or Affiliates: KIMBERLY Y. CHUNG AND CHARLES I. CHUNG

Vendor Name: RELIABLE BLDG MAINTENANCE INC.
Alias:
Debarment Start Date: 7/31/2012 **Debarment End Date:** 7/31/2022
Principal Owners and/or Affiliates: NAM MIN CHO, SUNG OK CHO, and NORMAN CHO

Vendor Name: ARROWHEAD EMANCIPATION PROGRAM
Alias:
Debarment Start Date: 7/8/2008 **Debarment End Date:** 12/31/2069
Principal Owners and/or Affiliates: Irma F. Reed Charlene Williams

Vendor Name: DAN KATANGIAN, AN INDIVIDUAL
Alias:
Debarment Start Date: 12/17/2013 **Debarment End Date:** 12/16/2018

Vendor Name: DIAMOND CONTRACT SERVICES, INC.
Alias:
Debarment Start Date: 1/13/2015 **Debarment End Date:** 1/12/2020
Principal Owners and/or Affiliates: Steve Walton and Russell Richey

Vendor Name: JOHN KATANGIAN, AN INDIVIDUAL
Alias:
Debarment Start Date: 12/17/2013 **Debarment End Date:** 12/16/2018

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

Vendor Name: KEY DISPOSAL, INC.
Alias:
Debarment Start Date: 12/17/2013 **Debarment End Date:** 12/16/2018
Principal Owners and/or Affiliates: John Katangian and Dan Katangian

Vendor Name: RUSSELL RICHEY, AN INDIVIDUAL
Alias:
Debarment Start Date: 1/13/2015 **Debarment End Date:** 1/12/2017

Vendor Name: SAEICO, INC.
Alias:
Debarment Start Date: 10/18/2011 **Debarment End Date:** 10/17/2016
Principal Owners and/or Affiliates: Godwin Iwunze Sam Soho Nor

Vendor Name: SAM SOHO NOR, AN INDIVIDUAL
Alias:
Debarment Start Date: 10/18/2011 **Debarment End Date:** 10/17/2019

Vendor Name: STEVE WALTON, AN INDIVIDUAL
Alias:
Debarment Start Date: 1/13/2015 **Debarment End Date:** 1/12/2020

APPENDIX E

HUD SECTION 3 COMPLIANCE

DEFINITION OF SECTION 3 TERMS NOTICE

1. **Housing and community development assistance** means any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under Section 108 of the Housing and Community Development Act of 1974, as amended. Housing and community development assistance does not include financial assistance provided through a contract of insurance or guaranty.
2. **Housing development** means low-income housing owned, developed, or operated by public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX.
3. **HUD Youth build programs** mean programs that receive assistance under Subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992, and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.
4. **JTPA** means the Job Training Partnership Act.
5. **Metropolitan area** means a metropolitan statistical area, as established by the Office of Management and Budget.
6. **Neighborhood area** means:
 - A. For HUD public housing programs, a geographical location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in ordinances, or other local documents as a neighborhood, village, or similar geographical designation.
 - B. For HUD community development programs, a neighborhood is defined as:
 - (1) A geographic location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in comprehensive plans, ordinances, or other local documents as a neighborhood, village, or similar geographical designation;
 - (2) The entire jurisdiction of a unit of general local government which is under 25,000 population; or
 - (3) A neighborhood, village, or similar geographical designation in a New Community (which term means a new community project approved by the United States Secretary of Housing and Urban Development under Title VII of the Housing and Urban Development Act of 1970 or Title IV of the Housing and Urban Development Act of 1968).
7. **New hires** mean full-time employees for permanent, temporary or seasonal

SECTION 3 CLAUSE NOTICE

1. SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause).

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance

Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

employment opportunities.

8. **Non-metropolitan county** means any county outside of a metropolitan area.
9. **Recipient** means any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, public housing authority, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.
10. **Section 3 business concern** means a business concern:
 - A. That is 51 percent or more owned by Section 3 residents; or
 - B. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents, or
 - C. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs 10a and 10b in this definition of Section 3 business concern.
11. **Section 3 covered assistance** means:
 - A. Public and Indian housing development assistance provided pursuant to Section 5 of the 1937 Act;
 - B. b. Public and Indian housing operating assistance provided pursuant to Section 9 of the 1937 Act;
 - C. c. Public and Indian housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
 - D. Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:
 - (1) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);
 - (2) Housing construction; or
 - (3) Other public construction project (which includes other buildings or improvements, regardless of ownership).
12. **Section 3 covered contract** means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work

generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System. "Section 3 covered contracts" also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a Section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by Section 3.

13. **Section 3 covered project** means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction, which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.
14. **Section 3 resident** means:
 - A. A public housing resident; or
 - B. An individual who resides in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended, and who is:
 - (1) A low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act. This Section defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by HUD, with adjustments for smaller and larger families; or
 - (2) A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act. This Section defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by HUD, with adjustments for smaller and larger families.
15. **Service area** means the geographical area in which the persons benefiting from the Section 3 covered project reside. The service area shall not extent beyond the unit of general local government in which the Section 3 covered assistance is expended.

SECTION 3 COMPLIANCE PROVISIONS FOR PUBLIC HOUSING ASSISTANCE

All Bidders/Proposers must review the following requirements and conditions:

1. POLICY

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended, is to ensure that training, employment, contracting and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Section 3 applies to training, employment, contracting and other economic opportunities arising from the expenditure of the following public Housing assistance:

- A. Development assistance provided pursuant to Section 5 of the U.S. Housing Act of 1937 (1937 Act);
- B. Operating assistance provided pursuant to Section 9 of the 1937 Act; and
- C. Modernization assistance provided pursuant to Section 14 of the 1937 Act.

2. SECTION 3 APPLICABILITY

Each recipient of Section 3 covered assistance is responsible for complying with Section 3 requirements, notwithstanding the amount of the assistance provided to the recipient. The Section 3 requirements also apply to all contractors and subcontractors performing work in connection with projects and activities funded by Section 3, regardless of the amount of the contract or subcontract.

3. SECTION 3 GOALS

The recipient of Section 3 covered assistance and its contractors and subcontractors shall, to the greatest extent feasible, meet the following goals:

- A. Training and Employment Goal: Employ Section 3 residents as a percentage of the aggregate new hires as indicated below:
 - (1) 30 percent in FY 1997 and continuing thereafter.
- B. Contracts Goal: Award Section 3 business concerns:
 - (1) At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction.
 - (2) At least 3 percent of the total dollar amount of all other Section 3 covered contracts.

4. PRIORITY PREFERENCES

- A. In public housing programs, preferences for Section 3 residents in training and employment opportunities shall be given, where feasible, in the following priority to:
- (1) Residents of the housing development or developments for which the Section 3 covered assistance is expended (category 1 residents);
 - (2) Residents of other housing developments managed by the housing authority that is expending the Section 3 covered housing assistance (category 2 residents);
 - (3) Participants in HUD Youthbuild programs being carried out in the metropolitan area (or non-metropolitan county) in which the Section 3 covered assistance is expended (category 3 residents);
 - (4) Other Section 3 residents.
- B. In public housing programs, preferences for Section 3 business concerns in contracting opportunities shall be given, where feasible, in the following priority to:
- (1) Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses);
 - (2) Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the housing authority that is expending the Section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses);
 - (3) HUD Youthbuild programs being carried out in the metropolitan area (or non-metropolitan county) in which the Section 3 covered assistance is expended (category 3 businesses);
 - (4) Business concerns that are 51 percent or more owned by Section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent Section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in Paragraphs 4b(1) and 4b(2) above.

5. BIDDER'S EFFORTS TO COMPLY WITH SECTION 3 REQUIREMENTS

- A. Examples of the bidder's efforts to offer training and employment opportunities to Section 3 residents.
- (1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.

- (2) Sponsoring a HUD-certified "Step-Up" employment and training program for Section 3 residents.
- (3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other Section 3 residents in the building trades.
- (4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 and category 2 persons reside.
- (5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For housing authorities, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the Section 3 covered project.
- (6) Contacting resident councils, resident management organizations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
- (7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by a housing authority or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the Section 3 covered project.
- (8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a Section 3 project is located.
- (9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
- (10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the Section 3 covered project.
- (11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the housing authority's or contractor's training and employment positions.

- (12) Consulting with State and County local agencies administering training programs funded through JTPA or Joblinks, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the housing authority's or contractor's training and employment positions.
- (13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- (14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the Section 3 business concerns), that will undertake, on behalf of the housing authority, other recipient or contractor, the efforts to match eligible and qualified Section 3 residents with the training and employment positions that the housing authority or contractor intends to fill.
- (15) For a housing authority, employing Section 3 residents directly on either a permanent or a temporary basis to perform work generated by Section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations.)
- (16) Where there are more qualified Section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 residents for future employment positions.
- (17) Undertaking job counseling, education and related programs in association with local educational institutions.
- (18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.
- (19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other Section 3 residents to be trained or employed on the Section 3 covered assistance.
- (20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

B. Examples of the bidder's efforts to award contracts to Section 3 business concerns.

- (1) Utilizing procurement procedures for Section 3 business concerns similar to those provided in 24 CFR Part 905 for business concerns owned by Native Americans.
- (2) In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.
- (3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids or proposals for contracts for work in connection with Section 3

covered assistance.

- (4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the housing authority.
- (5) For housing authorities, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns
- (6) Providing written notice to all known Section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to the bid invitations or request for proposals.
- (7) Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
- (8) Coordinating pre-bid meetings at which Section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
- (9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
- (10) Advising Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- (11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns.
- (12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.
- (13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.
- (14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- (15) Developing a list of eligible Section 3 business concerns.
- (16) For housing authorities, participating in the "contracting with Resident-Owned Businesses" program provided under 24 CFR Part 963.
- (17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
- (18) Establishing numerical goals (number of awards and dollar amount of

contracts) for award of contracts to Section 3 business concerns.

- (19) Supporting businesses, which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration, the Department of Commerce and comparable agencies at the State and local levels.
- (20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
- (21) Actively supporting joint ventures with Section 3 business concerns.
- (22) Actively supporting the development or maintenance of business incubators, which assist Section 3 business concerns.

6. SECTION 3 RESPONSIVENESS

A bidder/proposer must demonstrate responsiveness to Section 3 requirements by stating that they are a qualified Section 3 business concern or that they must declare an intent to comply with Section 3 requirements. To demonstrate responsiveness, the bidder/proposer must do one of the following:

- A. Submit a *Section 3 Business Concern Certification* form with the bid/proposal, stating that the bidder/proposer qualifies as a Section 3 business concern because the business:
 - (1) Is 51% owned by low-income residents, or that
 - (2) 30% or more of its permanent full-time employees are low-income residents, and
 - (3) Provide the *Section 3 Resident Certification form(s)* for each qualified employee.

OR

- B. Submit a Declaration of Intent to Comply with Section 3 Requirements with their bid/proposal.

7. SECTION 3 BID PREFERENCE

Invitation for Bids (IFB) Solicitations

Preferences are awarded only to bidders/proposers who are Section 3 business concerns and submit a Section 3 Business Concern Certification form with supporting documentation. The means for applying the preference depends on the method of procurement.

Preference for contract award will be given to bidders who are Section 3 business concerns, provided that the bid is reasonable. A reasonable bid is a bid received from a Section 3 business concern that is within a Zone of Consideration compared to the

lowest bid from any responsive and responsible bidder. The Zone is determined by combining the actual lowest bid amount with the “X” factor. The “X” factor is the lesser of:

- A. The percentage (expressed in dollars) listed in the chart below, OR,
- B. The actual dollar amount listed on the chart below.

Zone of Consideration

If the Lowest Bid is		The “X” FACTOR is the Lesser than	
At Least	But Less Than		
\$10,000	\$100,000	10%	\$9,000
\$100,000	\$200,000	9%	\$16,000
\$200,000	\$300,000	8%	\$21,000
\$300,000	\$400,000	7%	\$24,000
\$400,000	\$500,000	6%	\$25,000
\$500,000	\$1,000,000	5%	\$40,000
\$1,000,000	\$2,000,000	4%	\$60,000
\$2,000,000	\$4,000,000	3%	\$80,000
\$4,000,000	\$7,000,000	2%	\$105,000
\$7,000,000	NO LIMIT	1.5%	NO LIMIT

Request for Proposal (RFP) or Request for Statement of Qualifications RFSQ) Solicitations

At least 15% of the total evaluation points must be given to Section 3 business concerns. Proposers who are not Section 3 business concerns, but demonstrate a commitment to Section 3 goals are considered responsive to the RFP, but do not receive preference points in the evaluation of their proposal.

7. SECTION 3 COMPLAINT PROCEDURES

A complaint may be filed by Section 3 residents, Section 3 business concerns, or parties alleging noncompliance with the Section 3 regulations by the recipient or contractor.

A. Internal Section 3 Complaint Procedure

In an effort to resolve complaints generated by non-compliance through an internal process, the Commission encourages submission of such complaints to its Section 3 Compliance Officer as follows:

- (1) Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR135.

- (2) Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
- (3) An investigation will be conducted if complaint is found to be valid. The Section 3 Compliance Officer will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- (4) The Section 3 Compliance Officer will provide written documentation detailing the findings of the Commission's investigation. The Commission will review the findings for accuracy and completeness before releasing to complainants. The findings will be made available no later than thirty (30) days after the filing of the complaint.

A. HUD Section 3 Complaint Procedure

If complainants wish to have their concerns considered outside of the Commission, a complaint may be filed with the Assistant Secretary for Fair Housing and Equal Opportunity of United State Department of Housing and Urban Development (Assistant Secretary). Complaints are reviewed and investigated by the Assistant Secretary and, where appropriate, voluntary resolutions are sought. Those complaints that are not resolved voluntarily may result in an administrative hearing. A complaint alleging a violation of Section 3 requirements shall be processed as follows.

- (1) A complaint must be filed with the Assistant Secretary for Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development, 451 Seventh Street, SW, Washington, D.C., 20410.
- (2) A complaint must be received not later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.
- (3) Each complaint must be in writing, signed by the complainant, and include:
 - The complainant's name and address;
 - The name and address of the respondent; and
 - A description of the acts or omissions by the respondent that is sufficient to inform the Assistant Secretary of the nature and date of the alleged noncompliance.
- (4) A complainant may provide information to be contained in a complaint by telephone to HUD or any HUD Field Office, and HUD will reduce the information provided by telephone to writing on the prescribed complaint form and sent the form to the complainant for signature.

9. RECORDKEEPING

- A. A contractor that is awarded a Section 3 covered contract must maintain all records, reports, and other documents demonstrating its efforts to achieve the Section 3 goals for training and employment and for contracts. This includes the contractor's subcontracting activities to achieve Section 3 goals. Such records shall identify the name and business address of each Section 3 subcontractor or vendor and the total

dollar amount actually paid each Section 3 subcontractor or vendor with supporting documents.

- B. Upon completion of the contract, the contractor will be required to prepare a Section 3 Contractor's Compliance Report and submit it to the Commission. Where the term of a contract extends beyond a fiscal year (7/1–6/30), the contractor/subcontractor shall submit a Section 3 Contractor's Compliance Report to report Section 3 accomplishments by July 15 of each fiscal year to the Commission.