



## **SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS**

*A Joint Powers Authority*

### **Homeless Coordination Grant Announcement**

### **Notice of Funding Opportunity**

#### **1.0 GRANT OVERVIEW**

##### **1.1 Summary**

The San Fernando Valley Council of Governments ("SFVCOG") is inviting proposals ("Proposals") in response to this Notice of Funding Opportunity ("NOFO") from qualified educational institutions or nonprofit organizations ("Proposers") to provide innovative, professional solutions to address homelessness in the San Fernando Valley region. The goal is to develop scalable homeless solutions that can be replicated across SFVCOG member jurisdictions by identifying and supporting regional homelessness and housing solutions, educational outreach or training, or developing a regional approach to homelessness strategic planning.

The NOFO offers grant funding of up to \$100,000, which may be allocated to a single or multiple Proposers. Proposers may choose from three options that align with the SFVCOG's needs and objectives: 1) Hospital Coordination and Discharge; 2) Access Center Innovation and Efficiency; or 3) Centralize SFVCOG Data.

##### **1.2 Project Funding**

The SFVCOG received grant funding from the County of Los Angeles ("County"), Chief Executive Office's Homeless Initiative, to increase the participation of cities in the County's New Framework to End Homelessness. The strategic emphasis is to create co-investment opportunities that lead to an increase in cities' ability to respond at a local level to community members' greatest concerns in alignment with the New Framework to End Homelessness, while leveraging cities' unique capabilities to increase access to housing.

The New Framework to End Homelessness Strategies include, but are not limited to: coordinating regional and local annual planning; prevention by infusing problem-solving in local services; connecting through outreach and navigation linked to local rehousing services; housing through permanent and interim housing and subsidies; and stabilizing housing by preventing evictions.

All selected Proposers must comply with the County's requirements. SFVCOG may award a single or multiple grants, with the total of all grants not to exceed \$100,000. Proposals for less than \$100,000 are encouraged and will be considered. SFVCOG reserves the right to modify the funding source and budget for this project. If selected, Proposers must complete all project deliverables no later than December 31, 2025. The proposed resultant agreement shall be based on Attachment I (Professional Services Agreement).

## **2.0 PROPOSAL SUBMISSION INSTRUCTIONS**

### **2.1 Questions**

Proposers are prohibited from contacting or communicating in any means with SFVCOG Board members, employees, consultants, and representatives concerning this NOFO except for questions directed through the following:

Specific questions concerning this NOFO should be submitted via e-mail to [info@sfvcog.org](mailto:info@sfvcog.org). Please identify the NOFO title on the subject line of your communication. Questions on this NOFO will be accepted through March 21st, 2025 at 5:00 p.m. PST.

### **2.2 Proposal Submissions**

**2.2.1** Timely submission of Proposals is the sole responsibility of the Proposer. Proposers must submit one Proposal in Adobe PDF format via email no later than **April 1st, 2025, at 11:59pm PST**.

Proposals must be emailed as one single document to: [info@sfvcog.org](mailto:info@sfvcog.org)

**2.2.2** Late Proposals will not be accepted, reviewed, or scored. The SFVCOG reserves the right to extend the Proposal submission deadline should this be in the interest of the SFVCOG. Proposers have the right to revise their Proposals in the event that the deadline is extended. Proposers may not make any changes or additions after the deadline for receipt of Proposals. The SFVCOG

reserves the right to request additional information or documentation, as it deems necessary.

### **3.0 MINIMUM REQUIREMENTS**

3.1 Proposals will be accepted only from Proposers that meet ALL of the following minimum requirements:

- A. Nonprofits organizations must include proof of 501(c)(3) status; or
- B. Nonprofit educational institutions must include a valid letter of affiliation.
- C. Minimum three years of experience working with the homeless population or related services.
- D. Must be in good standing with the Federal Government, the State of California, and local governments.

3.2 Failure to comply with the minimum requirements above could result in disqualification from the NOFO process.

### **4.0 SCOPE OF WORK**

#### **4.1 Project Overview**

Proposer must provide a narrative outlining the project goals including quantifiable objectives and how the Proposer will address homelessness in the San Fernando Valley region under 1 of the 3 options identified below:

A. Hospital Coordination & Discharge

Explore impediments and/or best practices related to hospital discharge and address difficulties in funding staff for housing navigation programs designed to assist people leaving hospitals. It will assess the need for better coordination between cities and outreach programs to streamline the discharge and housing process countywide, considering existing County initiatives to improve housing navigation, including short-term hospitalization services and rent support through Medi-Cal.

B. Access Center Innovation & Efficiency

This will identify opportunities for cost savings and increased efficiency within current homelessness programs and explore best practices for managing all Countywide Access Centers, which are service hubs that provide unhoused individuals with essential resources, including referrals, case management, and access to services like mental health support, job training, and housing assistance. While they do not offer direct temporary housing, Access Centers connect individuals to necessary resources and support. The goal of this work is to strengthen coordination across these centers by streamlining services, enhancing outcomes, and better serving the unhoused population.

C. Centralize SFVCOG Data

This will investigate the root causes of homelessness and identify systemic issues contributing to its rise in the SFVCOG region, including, but not limited to, disparities in racial equity, homelessness prevention efforts, and service accessibility. The project aims to centralize and aggregate data on homelessness, addressing inconsistencies in how data is collected across different systems. This includes data on the number of homeless individuals, hospital admissions and discharges, housing issues, and funding allocation. The Proposer is expected to recommend how to approach the collection and centralization of this data, with the Access Center serving as the main hub for consolidating all the information in one place. The Proposer should suggest whether existing systems can be integrated or whether new solutions should be considered to streamline the process.

To achieve this, the Proposer should recommend strategies for collaboration among relevant organizations, ensuring data sharing, and establishing standardized procedures for data collection and updating. This may include identifying ways for agencies to work together so that all data is accessible and consistently updated at the Access Center. The Proposer should also recommend methods to simplify the process, reduce barriers to data entry, and ensure the system remains efficient and sustainable over time. The goal is to improve coordination, strengthen decision-making, and enhance resource allocation for homelessness services across the region, all through a centralized, streamlined Access Center.

## 4.2 Proposal Format

Proposals must include a comprehensive narrative outlining the following components for one of the project descriptions described in Section 4.1 above, formatted in Arial 12-point font with 1-inch margins, not exceeding 15 pages:

- A. **Cover Letter/Executive Summary:** The cover letter should include the name, title, address, and telephone number of the person(s) authorized to represent the Proposer. The cover letter should be no more than one page.
- B. **Table of Contents:** A clear list identifying the Proposal content by section and corresponding page numbers.
- C. **Project Introduction:** A one-page summary of the Proposer's understanding of the project, including its goals, objectives, and the approach to completing the project.
- D. **Experience and Capacity of the Proposer:** Proposer must demonstrate substantial experience in addressing homelessness, including familiarity with the challenges faced by unhoused populations such as healthcare access, housing instability, mental health services, and substance use recovery. The Proposer should also describe their capacity to implement and manage the project effectively.
- E. **Project Design and Approach:** Proposer will include detailed explanation of how the activities will be carried out, including the timeline, milestones, and expected outcomes. The Proposal should describe in detail how the goals, objectives and approach will be carried out, how these will address homelessness in the SFVCOG region, the specific population(s) to be served, and the approach to delivering services. The Proposal should also include a timeline of activities and key milestones, as well as a logic model for the project. The Proposer must complete the project requirements from June 1, 2025 to December 31, 2025.
- F. **Implementation and Efficiency:** Proposer will include detailed description of the activities that will be carried out during the project, including:
  - **Measurable Outcomes:** Proposals will be assessed on how they describe the expected impact on the target population, the measurable outcomes they aim to achieve, and how those outcomes will address homelessness.

- **Service Delivery:** Explanation of how services will be provided to the homeless population, ie: access center operations, housing placement, and or hospital discharge coordination.
  - **Innovation and Efficiency:** Any new approaches or efficiencies to improve service delivery. This could include new methodologies or technologies used to address homelessness in a more effective or resource-efficient way.
  - **Community Engagement and Collaboration:** Proposer must demonstrate the ability to effectively collaborate and engage with local government agencies, healthcare providers, community organizations, or housing authorities in the SFVCOG region.
  - **Sustainability, Long-Term Impact, and Outcomes:** The Proposer should explain how the project will ensure sustainability, both financially and operationally, and how it will create a long-term positive impact on the unhoused population in the region. This should include measurable outcomes that will be achieved in addressing homelessness with a focus on key indicators such as housing placement, healthcare access, and other relevant outcomes.
- G. **Budget and Financial Sustainability:** Proposal must provide the budget, ensuring it is complete, accurate, and reasonable. The Proposal should include a breakdown of how the funds will be spent, including a line-item budget that reflects the project's goals and activities. The Proposal should also include financial tracking, showing how the project will adhere to the approved budget, as well as expenditure reports to ensure long term financial sustainability.

## 5.0 PROPOSAL REVIEW AND SELECTION PROCESS

### 5.1 Selection Process

- 5.1.1 The Selection Process is intended to allow the SFVCOG maximum flexibility in selecting Proposal(s). The SFVCOG Board has ultimate decision-making authority regarding selection of which Proposal(s) best service the interest of the SFVCOG this includes the final determination whether to award, or not award, a contract. The SFVCOG Board retains the right to exercise its judgment concerning the selection of a Proposal and the terms of any resultant agreement.

- 5.1.2** The SFVCOG may 1) request further information, documents, presentations, and/or conference call(s) to substantiate Proposer's qualifications, experiences and ability provide the project described in the NOFO; 2) enter into negotiations with one or more Proposer(s); and/or 3) take no further action. If an inadequate number of Proposals is received or the Proposals received are deemed non-responsive, not qualified, or not cost effective, the SFVCOG may at its sole discretion reissue the NOFO at a later time.
- 5.1.3** False, misleading, incomplete, or deceptively unresponsive statements in connection with a Proposal will be sufficient cause for rejection of the Proposal. The evaluation and determination in this area will be at SFVCOG Chair's sole judgment and the Chair's judgment will be final. All Proposals must be firm and final offers and may not be withdrawn for a period of One Hundred Eighty (180) days following the final Proposal submission date.
- 5.1.4** Proposals that meet the minimum requirements and comply with this NOFO may be reviewed to determine if they are responsive to SFVCOG requirements and NOFO requirements. Proposals deemed non-responsive shall be eliminated from consideration. Proposals deemed responsive shall be evaluated by an evaluation panel made of subject matter experts selected by the Council. The SFVCOG reserves the right to verify all information in the Proposal. If the information cannot be verified or if errors are not willful, the SFVCOG reserves the right to reduce the rating points awarded.

## **5.2 Evaluation Factors**

Proposals will be evaluated based on the following factors as outlined below. Proposal(s) will be selected that demonstrate the best combination of relevant experience, quality of proposed services, and budget justification. The selection will not be based solely on the lowest cost but on the overall value and alignment with the SFVCOG goals as outlined in this NOFO.

- A. Project Design and Approach (35%):**  
The Proposal will be evaluated based on the clarity and effectiveness of the project design, including goals, objectives, activities, timelines, logic model, and the overall approach to addressing homelessness in the SFVCOG region.

- B. **Experience and Capacity of the Proposer (20%):**  
The Proposer will be evaluated on their experience in addressing homelessness, including familiarity with challenges such as healthcare access, housing instability, mental health services, and substance use recovery, as well as their capacity to implement the project.
  
- C. **Implementation and Efficiency (30%):**  
Proposer will be evaluated on service delivery, community engagement and collaboration, sustainability, long-term impact, and outcome. Proposals will be assessed on how they describe the expected impact on the target population, the measurable outcomes they aim to achieve, and how those outcomes will address homelessness.
  
- D. **Budget and Financial Sustainability (15%):**  
The evaluation will focus on the accuracy, completeness, and reasonableness of the proposed budget. The Proposer's ability to track expenses, report on budget and expenditures, and demonstrate long-term financial sustainability for the project will be considered.

Proposals must include a comprehensive budget covering all necessary costs to fulfill the Scope of Work described in this NOFO for the entire duration of the project. Proposers should also note any additional funding sources beyond those provided by SFVCOG.

### **5.3 Rejection of Proposals**

The SFVCOG reserves the right to reject any or all Proposals; to waive any minor error in Proposals received; and cancel this NOFO in its entirety. The rejection of any or all Proposals shall not render the SFVCOG liable for costs or damages. Proposers are notified that NOFO is a solicitation for Proposals only, and is not intended or construed as an offer to enter into a contract or as a promise to engage in any negotiations. SFVCOG will not be liable for any costs incurred by the Proposers in connection with the preparation and submission of any Proposal.

## **6.0 DEBRIEFING AND APPEAL PROCESS**

### **6.1 Debriefing**



Upon completion of the Selection Process, the SFVCOG will notify non-selected entities via e-mail and offer an opportunity for a debriefing. Proposers wishing to appeal, pursuant to the process set forth below, must first request and receive a debriefing. The debriefing will discuss the Proposer's Proposal based on the evaluator's score. The requesting Proposer shall be debriefed only on its Proposal. Because contract negotiations with selected Proposer(s) will be ongoing, there will be no discussion of Proposals from other Proposers. Such a debriefing request must be submitted by e-mail within **three (3) business days** of the date shown on the notification. At the debriefing, the Proposer must notify the SFVCOG of their intent to appeal.

## **6.2 Appeal Process**

**6.2.1** An appeal may be submitted within **three business days** after the debriefing if the requesting Proposer is not satisfied with the results. Only appeals submitted from debriefed Proposers shall be considered. The SFVCOG will only consider appeals satisfying the criteria set forth below and received in writing by the Department by the deadline set forth above. Any appeal received after such a deadline will be denied. Timely appeals must assert, in appropriate detail with factual reasons, one or more of the following grounds for review:

- a. SFVCOG materially failed to follow procedures specified in its solicitation document.
- b. SFVCOG made identifiable mathematical or other errors in evaluating Proposals, resulting in the proposer receiving an incorrect score and not being selected.
- c. A member of the review committee demonstrated bias in the conduct of the review.
- d. Another basis for review as provided by state or federal law.

**6.2.2** Proposers will be notified by SFVCOG of the decision on any appeal that is received in a timely manner. Such notification will explain the basis for the decision. The SFVCOG Chair's decision on any appeal will be final.

Throughout the appeal process, SFVCOG has no obligation to delay or otherwise postpone the grant award because of any Proposer's appeal. In all cases, the SFVCOG reserves the right to make a contract award(s) when it is determined to be in the best

interest of the SFVCOG. Once a Proposer has been selected for funding recommendation, and during the entirety of the contract negotiation process, non-selected Proposers shall not be entitled to request, receive, and/or examine any other Proposal/submission until after negotiations have completed and the resulting contract has been fully executed. Such a request is also subject to applicable provisions of this NOFO.

## **7.0 GENERAL INFORMATION**

### **7.1 Indemnification and Insurance**

Should the Proposer be selected for contract, Proposers will be required to comply with indemnification and insurance provisions as set forth in Attachment I (Professional Services Agreement).

### **7.2 Conflict of Interest**

Proposers shall comply with all applicable federal, State, and local laws and regulations governing conflict of interest. Proposers represents and warrants that no SFVCOG Board member, employee or representative ("SFVCOG Representative") whose position enables him/her to influence the NOFO, and no spouse or economic dependent of such SFVCOG Representative, is or shall be employed in any capacity by Proposers, or shall have any direct or indirect financial interest in the NOFO. Proposers shall immediately notify SFVCOG in writing any potential conflict of interest affecting the awarded funds in accordance with federal, state, and local laws and regulations.

### **7.3 Public Records Act**

All Proposals submitted in response to this NOFO shall become the property of the SFVCOG and subject to the State of California Public Records Act. In the event that the SFVCOG receives a request for a Proposal, Proposers may be asked to identify all proprietary or confidential information that is believed to be exempt from the California Public Records Act (California Government Code Section 7920 et seq.). SFVCOG will not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, unless disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the Proposal as confidential will not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective Proposal which are "Trade Secrets", "Confidential", or

"Proprietary", in nature. Notwithstanding the above, absent extraordinary circumstances, all Proposals will become a matter of public record when the matters appear on the SFVCOG agenda.

The Proposer will indemnify the SFVCOG and its officers, employees, representatives and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore."

#### **7.4 Compliance with Applicable Laws**

Proposers must comply with all local, state, and federal laws relevant to the project, including but not limited to:

- A. Anti-Discrimination: Follow all anti-discrimination laws to provide equitable services.
- B. Housing and Service Regulations: Follow local housing laws and relevant regulations for homelessness services.
- C. Proposers shall assure that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws: 1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin; 2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; 3) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- D. The American with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The Proposer will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Disabilities Act. The Proposer will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Proposer, relating to the resulting contract of this NOFO, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

Non-compliance may result in rejection of Proposals and/or termination of any agreement.

## **7.5 Right to Amend**

SFVCOG has the right to amend the NOFO by written addendum. SFVCOG is responsible only for that which is expressly stated in the NOFO document and any authorized written addenda thereto. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal being rejected and not considered, as determined in the sole discretion of SFVCOG. SFVCOG is not responsible for and will not be bound by any representations otherwise made by any individual acting or purporting act on its behalf.

## **7.6 Certifications, Statements, and Affidavits**

Proposers must submit the below required forms, the attachments are found below:

- Submitting Proof of Insurance (Attachment II)
- Contractor Responsibility Questionnaire (Attachment III)
- Non-Collusion Affidavit (Attachment IV)



SAN FERNANDO VALLEY COUNCIL OF  
GOVERNMENTS  
PROFESSIONAL SERVICES AGREEMENT

BETWEEN

SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS

AND

(RECIPIENT NAME )

<b>Section</b>	<b>Page</b>
<b>1 SECTION ONE</b>	<b>1</b>
1.1 ENTIRE CONTRACT	1
1.2 WORK	2
1.3 TERM OF CONTRACT	2
1.4 CONTRACT SUM	2
1.5 AMENDMENTS	5
<b>2 SECTION TWO</b>	<b>6</b>
2.1 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS	6
2.2 COMPLIANCE WITH APPLICABLE LAW	6
2.3 SUBCONTRACTING	7
2.4 CONFLICT OF INTEREST	8
2.5 SFVCOG LOBBYIST	9
2.6 CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING	9
2.7 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATIONS	9
2.8 INDEPENDENT CONTRACTOR STATUS	10
2.9 CONFIDENTIALITY	10
2.10 PUBLIC RECORDS ACT	12
2.11 PUBLICITY	13
2.12 PROPRIETARY RIGHTS	13
2.13 RECORD RETENTION AND INSPECTION-AUDIT SETTLEMENT	15
<b>3 SECTION THREE</b>	<b>16</b>
3.1 INFORMATION SECURITY AND PRIVACY REQUIREMENTS	16
3.2 SECURITY AND PRIVACY PROGRAM	16
3.3 EMPLOYEE TRAINING	17
3.4 USE, STORAGE, TRANSMIT, ACCESS CONTROL	18
3.5 SECURITY AND PRIVACY INCIDENT	19
3.6 RETURN OR DESTRUCTION	20
3.7 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY	21
3.8 PRIVACY AND SECURITY AUDITS	22
3.9 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)	23

<b>4</b>	<b>SECTION FOUR</b>	<b>25</b>
4.1	INDEMNIFICATION	25
4.2	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	26
4.3	INSURANCE COVERAGE	30
4.4	SFVCOG’S QUALITY ASSURANCE PLAN	32
4.5	LIQUIDATED DAMAGES	32
4.6	TERMINATION FOR DEFAULT	33
4.7	CONTRACTOR RESPONSIBILITY AND DEBARMENT	34
4.8	TERMINATION FOR IMPROPER CONSIDERATION	37
4.9	TERMINATION FOR INSOLVENCY	37
4.10	TERMINATION FOR CONVENIENCE	38
4.11	TERMINATION FOR NON-APPROPRIATION OF FUNDS	38
4.12	WARRANTY AGAINST CONTINGENT FEES	38
<b>5</b>	<b>SECTION FIVE</b>	<b>39</b>
5.1	ADMINISTRATION OF CONTRACT – Contractor	39
5.2	ADMINISTRATION OF CONTRACT – SFVCOG	39
5.3	NOTICES	39
5.4	NOTICE OF DELAYS	40
5.5	NOTICE OF DISPUTES	40
5.6	APPROVAL OF CONTRACTOR’S STAFF	40
5.7	BACKGROUND AND SECURITY INVESTIGATIONS	40
5.8	COMPLIANCE WITH CIVIL RIGHTS LAWS	41
5.9	EMPLOYMENT ELIGIBILITY VERIFICATION	41
5.10	FAIR LABOR STANDARDS	42
5.11	NONDISCRIMINATION AND AFFIRMATIVE ACTION	42
5.12	Intentionally Omitted	44
5.13	Intentionally Omitted	44
5.14	Intentionally Omitted	45
5.15	Intentionally Omitted	45
5.16	Intentionally Omitted	45
5.17	Intentionally Omitted	47
5.18	Intentionally Omitted	47
5.19	Intentionally Omitted	48



5.20 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	48
5.21 Intentionally Omitted	48
5.22 Intentionally Omitted	49
5.23 CHARITABLE CONTRIBUTIONS ACT	49
<b>6 SECTION SIX</b>	<b>49</b>
6.1 NON EXCLUSIVITY	49
6.2 FORCE MAJEURE	49
6.3 VALIDITY	50
6.4 WAIVER	50
6.5 GOVERNING LAW, JURISDICTION AND VENUE	50
6.6 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS	50
6.7 AUTHORIZATION WARRANTY	51
6.8 SURVIVAL	51
<b>SIGNATURES</b>	<b>53</b>

**STANDARD EXHIBITS**

A	STATEMENT OF WORK AND ATTACHMENTS
B	PRICING SCHEDULE
C	Intentionally Omitted
D	SFVCOG ADMINISTRATION
E	CONTRACTOR'S ADMINISTRATION

**AGREEMENT BETWEEN**  
**SFVCOG OF LOS ANGELES**  
**AND**  
**(RECIPIENT LEGAL NAME**  
**FOR**  
**\_\_\_\_\_ SERVICES**

This Agreement ("Contract" or "Agreement") is entered into by and between the San Fernando Valley Council of Governments (hereafter "SFVCOG") and {{Recipient Legal Name}} (hereafter referred to as "Contractor"), to provide SFVCOG with professional services as more defined herein. The SFVCOG and Recipient are herein referred to as collectively the ("Parties").

RECITALS

**WHEREAS**, the SFVCOG received funding from the County of Los Angeles ("County"), Chief Executive Office's Homeless Initiative to increase the participation of cities in the County's New Framework to End Homelessness;

**WHEREAS**, the SFVCOG issued a Notice of Funding Opportunity ("NOFO") for proposers to submit proposals for the New Framework to End Homelessness Strategies which included, but were not limited to, coordinating regional and local annual planning; prevention by infusing problem-solving in local services; connecting through outreach and navigation linked to local rehousing services; housing through permanent and interim housing and subsidies; and stabilizing housing by preventing evictions;

**WHEREAS**, Contractor desires to provide homeless services in accordance with the County's grant requirements, and SFVCOG desires to acquire from Contractor's said services;

**WHEREAS**, Contractor has extensive experience providing homeless services; and

**WHEREAS**, the SFVCOG ("Board") has authorized the Executive Director to enter into this professional services contract.

NOW, THEREFORE, SFVCOG and Recipient agree as follows:

# 1 SECTION ONE

## 1.1 ENTIRE AGREEMENT

- 1.1.1 This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement will be valid unless prepared pursuant to Paragraph 1.5 - Amendments and signed by both parties.
- 1.1.2 Exhibits A, B, D, and E are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Agreement and then to the Exhibits according to the priority listed above.

## 1.2 WORK

- 1.2.1 Pursuant to the provisions of this Agreement, the Recipient must fully perform, complete, and deliver on time all tasks, deliverables, services, and other work as set forth in herein Exhibit A - Statement of Work and in accordance with County grant requirements.
- 1.2.2 If the Contractor provides any tasks, deliverables, or services, other than as specified in this Agreement, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against the SFVCOG.
- 1.2.3 All tasks, deliverables, or services performed by Contractor are subject to the written approval of the SFVCOG Project Manager or designee. Approval or rejection of deliverable(s) will not be unreasonably withheld by SFVCOG.
- 1.2.4 If under this Agreement, payment is made on an hourly or as-needed basis, Agreement must provide anticipated work, hours, and cost estimates to the SFVCOG Project Manager and Agreement must receive approval from SFVCOG Project Manager prior to beginning work. SFVCOG approval is at the SFVCOG's discretion and not guaranteed.

**1.3 TERM OF CONTRACT**

The term of this Contract will commence upon the date of execution by SFVCOG and will expire on December 31, 2025, subject to SFVCOG's right to terminate earlier in accordance with this Contract.

**1.4 CONTRACT SUM**

**1.4.1 Maximum Contract Sum**

The maximum contract sum of this Agreement will be

\$ 100,000.00 for the term of this Contract as set forth in Paragraph 1.3 - Term of Contract. Any costs incurred to complete this project in excess of the maximum not-to-exceed cost will be borne by the Contractor.

**1.4.2 Written Approval for Reimbursement**

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

**1.4.3 Notification of 75% of Maximum Contract Sum**

Contractor must maintain a system of record keeping that will allow the Contractor to determine when the Contractor has incurred seventy-five percent (75%) of the maximum contract sum under this Agreement. Upon occurrence of this event, the Recipient must send written notification to the SFVCOG Project Manager at the address herein provided in Exhibit D - SFVCOG's Administration.

**1.4.4 No Payment for Services Provided Following Expiration-Termination of Contract**

Contractor will have no claim against SFVCOG for payment of any money or reimbursement, of any kind whatsoever, for any tasks, deliverables, or services performed by the Contractor after the expiration or other termination of this Agreement. Should the Recipient receive any such payment it must immediately notify SFVCOG and must immediately repay all such funds to SFVCOG. Payment by SFVCOG for tasks, deliverables, or services rendered after expiration or termination of this Agreement will not constitute a waiver of SFVCOG's right to recover such payment from the Contractor.

#### **1.4.5 Budget Reductions**

In the event that the SFVCOG's Board adopts, in any twelve (12) month period beginning July 1st and ending the following June 30th ("fiscal year"), a SFVCOG Budget which provides for reductions in the salaries and benefits paid to the majority of SFVCOG employees and imposes similar reductions with respect to SFVCOG contracts, the SFVCOG 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 Recipient under this Contract will also be reduced correspondingly. The SFVCOG's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Agreement.

#### **1.4.6 Invoices and Payments**

**1.4.6.1** Contractor must invoice the SFVCOG only for the tasks, deliverables, or services performed as specified in Exhibit A – Statement of Work and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the SFVCOG under the terms of this Contract. Payment to Contractor will be in arrears and based upon the approval and acceptance of tasks, deliverables, or services performed as set forth in Exhibit A – Statement of Work, and in accordance with Paragraph 1.2.1 and Exhibit B – Pricing Schedule, provided that Contractor is not in default under any provision of this Agreement and has submitted a complete and accurate invoice of payment due. SFVCOG acceptance of services and/or deliverables will not be unreasonably withheld. Contractor's fees must include all applicable taxes, and any additional taxes that are not included remain the responsibility of the Contractor.

**1.4.6.2** Contractor must submit the monthly invoices to the SFVCOG's Project Manager identified in Exhibit D - SFVCOG's Administration by the 15th calendar day of the following month that services and/or deliverables were provided to the SFVCOG. All invoices submitted by the Contractor for payment must have the written approval of the SFVCOG Project Manager prior to any payment thereof. In no event will the SFVCOG be liable or responsible for any payment

prior to such written approval. Approval for payment will not be unreasonably withheld.

**1.4.7 Default Method of Payment: A check will be issued to the Contractor.**

**1.4.7.1** The SFVCOG, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an Agreement with the SFVCOG will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

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

**1.4.7.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

**1.4.7.4** At any time during the duration of the Agreement, a Contractor may submit a written request for an exemption to this requirement. Such requests must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

**1.5 AMENDMENTS**

**1.5.1** Any amendment to this Agreement, including as set forth in Paragraph 1.3 - Term of Agreement, will be at the mutual consent of the SFVCOG and the Contractor and must be prepared by the SFVCOG.

**1.5.2** The SFVCOG's Board, or designee, may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The SFVCOG reserves the right to add and/or change such provisions as required by the SFVCOG's Board. To implement such changes, an Amendment to the Agreement must be prepared and executed by the Contractor and SFVCOG.

- 1.5.3 For any change which does not materially affect the Agreement term, maximum contract sum, scope of work or any Agreement term or condition, a change notice may be signed by the SFVCOG Project Manager and Contractor Project Manager.

## **2 SECTION TWO**

### **2.1 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS**

- 2.1.1 Contractor must notify the SFVCOG of any pending acquisitions or mergers of Contractor's company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the SFVCOG of pending acquisitions or mergers, then Contractor should notify the SFVCOG of the actual acquisitions or mergers as soon as the law allows and provide to the SFVCOG the legal framework that restricted Contractor from notifying the SFVCOG prior to the actual acquisitions or mergers.
- 2.1.2 Contractor must not assign, exchange, transfer, or delegate Contractor's rights or duties under this Agreement, whether in whole or in part, without the prior written consent of SFVCOG, in SFVCOG's discretion, and any attempted assignment, delegation, or otherwise transfer of Contractor's rights or duties, without such consent will be null and void. For purposes of this paragraph, SFVCOG consent will require a written amendment to the Agreement, which is formally approved and executed by the Parties. Any payments by the SFVCOG to any approved delegate or assignee on any claim under this Agreement will be deductible, at SFVCOG's sole discretion, against the claims, which the Contractor may have against the SFVCOG.
- 2.1.3 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 SFVCOG's express prior written approval, will be a material breach of the Contract which may result in the termination of this Agreement. In the event of such termination, SFVCOG will be entitled to pursue the same remedies against Contractor as SFVCOG could pursue in the event of default by Contractor.

### **2.2 COMPLIANCE WITH APPLICABLE LAW**

- 2.2.1 Contractor must comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby

incorporated herein by reference. Additionally, Contractor must comply with the County's grant requirements.

**2.2.2** Contractor must indemnify, defend, and hold harmless SFVCOG, 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 subcontractor, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by SFVCOG in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 2.2, Compliance with Applicable Law, will be conducted by Contractor and performed by counsel selected by Contractor and approved by SFVCOG. Notwithstanding the preceding sentence, SFVCOG will have the right to participate in any such defense at SFVCOG's sole cost and expense, except that in the event Contractor fails to provide SFVCOG with a full and adequate defense, as determined by SFVCOG in its sole judgment, SFVCOG will be entitled to retain its own counsel, including, without limitation, SFVCOG Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by SFVCOG in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of SFVCOG without SFVCOG's prior written approval.

## **2.3 SUBCONTRACTING**

**2.3.1** The requirements of this Agreement may not be subcontracted by the Contractor without the advance written approval of the SFVCOG. Any attempt by the Contractor to subcontract without first obtaining prior written approval and the prior consent of the SFVCOG may be deemed a material breach of this Agreement.

**2.3.2** If the Contractor desires to subcontract, the Contractor must provide the following information promptly to the SFVCOG:

**2.3.2.1** A description of the work to be performed by the subcontractor;

**2.3.2.2** A draft copy of the proposed subcontract; and

**2.3.2.3** Other pertinent information and/or certifications requested by the SFVCOG.

**2.3.3** Contractor must indemnify and hold the SFVCOG 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's employees.



- 2.3.4** Contractor will remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the SFVCOG's approval of the Contractor's proposed subcontract. Contractor will be responsible for ensuring each subcontractor complies with the provisions of this Agreement.
- 2.3.5** SFVCOG's consent to subcontract will not waive the SFVCOG'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 SFVCOG right.
- 2.3.6** Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the SFVCOG's consent to subcontract.
- 2.3.7** Contractor must include all subcontractors as insureds under Contractor's own policies, or must provide SFVCOG with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the required insurance provisions set forth in this Agreement.

**2.4 CONFLICT OF INTEREST**

- 2.4.1** Contractor must comply with all federal, State, and local conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement.
- 2.4.2** No SFVCOG employee whose position with the SFVCOG enables such employee to influence the award of this Contract or any competing Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the SFVCOG's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the SFVCOG's approval or ongoing evaluation of such work.
- 2.4.3** 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, Contractor must immediately make full written disclosure of such facts to the SFVCOG. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant

circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Agreement.

## **2.5 SFVCOG LOBBYIST**

Contractor, and each SFVCOG Lobbyist or SFVCOG Lobbying firm must comply with all state and local Lobbying laws and ordinances. Failure on the part of the Contractor or any SFVCOG Lobbyist or SFVCOG Lobbying firm retained by the Contractor to fully comply with the state and local Lobbyist laws will constitute a material breach of this Agreement, upon which the SFVCOG may in its sole discretion, immediately terminate or suspend this Agreement.

## **2.6 CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING**

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors, are prohibited from making a contribution in accordance with State law to a SFVCOG officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Agreement as determined in the sole discretion of the SFVCOG.

## **2.7 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATIONS**

Contractor is prohibited from submitting a bid or proposal in a SFVCOG solicitation if the Contractor has provided advice or consultation for the solicitation. Contractor is also prohibited from submitting a bid or proposal in a SFVCOG solicitation if the Contractor has developed or prepared any of the solicitation materials on behalf of the SFVCOG. A violation of this provision will result in the disqualification of the Contractor from participation in the SFVCOG solicitation or the termination or cancellation of any resultant SFVCOG agreement. The above provision will also apply to Contractor's subsidiaries, joint ventures, partners, and others having right or interest in the solicitation or the resultant SFVCOG contract.

## **2.8 INDEPENDENT RECIPIENT STATUS**

**2.8.1** This Agreement is by and between the SFVCOG and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the SFVCOG and the Contractor. The employees and agents of one must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

**2.8.2** Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement, including but not limited to Contractor employees, consultants, outsourced vendors, independent contractors,

interns, volunteers, and staff, any and all compensation and benefits. The SFVCOG will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

- 2.8.3** Contractor understands and agrees that all persons performing work pursuant to this Agreement, including but not limited to, Contractor's employees, consultants, outsourced vendors, independent contractors, interns, volunteers, and staff, are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the SFVCOG and do not have and will not acquire any rights or benefits of any kind from the SFVCOG performing work under the Agreement. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Recipient pursuant to this Agreement.

## **2.9 CONFIDENTIALITY**

- 2.9.1** Contractor agrees that all SFVCOG Information, including but not limited to, data and information in any form such as documents, reports, algorithms, programs, graphics, cartographs, audiovisuals, and all other materials that are in possession of, belong to, or were obtained from the SFVCOG; or originated, created, or developed by Contractor under the Agreement ("SFVCOG Information"), is confidential and proprietary to the SFVCOG regardless of whether such information was disclosed intentionally or unintentionally, or marked as "confidential". Contractor will not disclose any SFVCOG Information except as described under this Agreement.
- 2.9.2** Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, SFVCOG policies concerning information technology security and the protection of confidential records and information.
- 2.9.3** Contractor may disclose SFVCOG Information only as necessary to carry out its obligations and to those individuals who have a need to know, or as required by law, and is prohibited from using SFVCOG Information for any other purpose without the prior express written approval of the SFVCOG Project Manager and Agreement Manager. If required

by a court of competent jurisdiction or an administrative body to disclose SFVCOG Information, the Contractor must notify the SFVCOG Project Manager immediately and prior to any such disclosure, to provide the SFVCOG an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

- 2.9.4** Contractor agrees to immediately report to SFVCOG any and all violations of these provisions by Contractor and staff, including but not limited to officers, employees, agents, volunteers, interns, subcontractors, and individuals providing services hereunder and/or by any other person of whom Contractor becomes aware.
- 2.9.5** If Contractor receives a request for the release of any data or information involving SFVCOG Information, the Contractor must notify the SFVCOG within three calendar days and the SFVCOG will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request.
- 2.9.6** Contractor must inform all its staff, including but not limited to officers, employees, agents, volunteers, interns, subcontractors, and individuals providing services hereunder of the Confidentiality provisions of this Agreement and ensure compliance of these provisions.
- 2.9.7** Contractor must indemnify, defend, and hold harmless SFVCOG, 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 Confidentiality provisions, as determined by SFVCOG in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Confidentiality provisions will be conducted by Contractor and performed by counsel selected by Contractor and approved by SFVCOG. Notwithstanding the preceding sentence, SFVCOG will have the right to participate in any such defense at SFVCOG's sole cost and expense, except that in the event Contractor fails to provide SFVCOG with a full and adequate defense, as determined by SFVCOG in SFVCOG's sole judgment, SFVCOG will be entitled to retain its own counsel, including, without limitation, SFVCOG Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by SFVCOG in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of SFVCOG without SFVCOG's prior written approval.

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

**2.9.9** Contractor acknowledges that violation of these provisions may subject Contractor and Contractor's staff, including but not limited to officers, employees, agents, volunteers, interns, subcontractors, and individuals providing services hereunder to civil and/or criminal action and that the SFVCOG may seek all possible legal redress.

## **2.10 PUBLIC RECORDS ACT**

**2.10.1** Any documents submitted by the Contractor, including but not limited to, any documents submitted by Contractor in SFVCOG's contract selection process and documents subject to Paragraph 2.13 - Record Retention and Inspection-Audit Settlement of this Agreement, are the exclusive property of the SFVCOG. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The SFVCOG will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

**2.10.2** In the event the SFVCOG 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 SFVCOG from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **2.11 PUBLICITY**

- 2.11.1** Contractor must not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law.
- 2.11.2** However, in recognizing the Contractor's need to identify Contractor's services and related clients to sustain itself, the SFVCOG will not inhibit the Contractor from publishing the Contractor's role under this Agreement within the following conditions:
  - 2.11.2.1** Contractor must develop all publicity material in a professional manner; and
  - 2.11.2.2** During the term of this Agreement, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the SFVCOG without the prior written consent of the SFVCOG's Project Manager. The SFVCOG will not unreasonably withhold written consent.
- 2.11.3** The SFVCOG claims right, title, and interest in and to certain intellectual property including, but not limited to, the current and former SFVCOG Seals and any Department logos (hereafter collectively "SFVCOG Seals"). Except as expressly authorized herein, the Contractor shall not reproduce, copy, distribute, republish, download, display, post, transmit, or make any other use of any kind whatsoever of the SFVCOG Seals, in any format or by any means whatsoever. At no time shall the Contractor in any manner (i) modify the SFVCOG Seals, or (ii) create derivative works of the SFVCOG Seals.

## **2.12 PROPRIETARY RIGHTS**

- 2.12.1** All SFVCOG Information are deemed property of the SFVCOG, and the SFVCOG will retain exclusive rights, title, interest, and ownership thereto. The Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the SFVCOG all of the Contractor's right, title, interest, and ownership in and to such original materials, including any copyright, patent, and trade secret rights which arise pursuant to the Contractor's work under this Agreement.
- 2.12.2** SFVCOG Information must not be used by the Contractor for any purpose other than as required under this Agreement, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or

on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the SFVCOG, any SFVCOG Information it receives from, receives addressed to, or stores on behalf of the SFVCOG.

- 2.12.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Agreement, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the SFVCOG's Project Manager as proprietary or confidential, and must be plainly and prominently marked by the Recipient as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 2.12.4** The SFVCOG will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The SFVCOG agrees not to reproduce, distribute, or disclose to non-SFVCOG entities any such proprietary and/or confidential items without the prior written consent of the Recipient.
- 2.12.5** Notwithstanding any other provision of this Agreement, the SFVCOG will not be obligated to the Contractor in any way under this section for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by this paragraph or for any disclosure which the SFVCOG is required to make under any state or federal law or order of court.
- 2.12.6** Contractor grants to SFVCOG, agents, and employees, as necessary, a temporary, non-exclusive, paid-up license to use, execute, reproduce, displace, and perform any of the Contractor's designated proprietary items for the performance of services during the term of this Agreement. To the extent any Contractor proprietary work is incorporated into any deliverables, Contractor grants SFVCOG a non-exclusive, perpetual, irrevocable, fully paid-up license to use, reproduce and modify (if applicable) Contractor's proprietary items in the form delivered to SFVCOG as part of the deliverables, provided that the proprietary item is not used, copied, or distributed separately from the deliverables by SFVCOG.

## **2.13 RECORD RETENTION AND INSPECTION-AUDIT SETTLEMENT**

- 2.13.1** Contractor must maintain accurate and complete financial records of Contractor's activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to Contractor's performance of this Agreement. The Contractor agrees that the

SFVCOG, or SFVCOG's authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Recipient and will be made available to the SFVCOG during the term of this Contract and for a period of five years thereafter unless the SFVCOG's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles SFVCOG, provided that if any such material is located outside Los Angeles SFVCOG, then, at the SFVCOG's option, the Contractor will pay the SFVCOG for travel, per diem, and other costs incurred by the SFVCOG to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 2.13.2** In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the SFVCOG's A-C within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the SFVCOG will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 2.13.3** Failure on the part of the Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this Agreement upon which the SFVCOG may terminate or suspend this Contract.
- 2.13.4** If, at any time during the term of this Agreement or within five years after the expiration or termination of this Agreement, representatives of the SFVCOG conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the SFVCOG's dollar liability for any such work is less than payments made by the SFVCOG to the Contractor, then the difference must be either: a) repaid by the Contractor to the SFVCOG by cash payment upon demand or b) at the sole option of the SFVCOG's A-C, deducted from any amounts due to the Contractor from the SFVCOG, whether under this Agreement or otherwise. If such audit finds that the SFVCOG's dollar liability for such work is more than the payments made by the SFVCOG to the Contractor, then the difference will be paid to the Contractor by the SFVCOG by cash payment, provided that in no event will the SFVCOG's



maximum obligation for this Agreement exceed the funds appropriated by the SFVCOG for the purpose of this Contract.

### **3 SECTION THREE**

#### **3.1 INFORMATION SECURITY AND PRIVACY REQUIREMENTS**

Contractor must implement appropriate and reasonable measures to secure and protect Recipient's systems and all SFVCOG Information against internal and external threats and risks and continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum requirements and procedures set forth in this paragraph will constitute a material, non-curable breach of Agreement by the Contractor, entitling the SFVCOG, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Agreement.

#### **3.2 SECURITY AND PRIVACY PROGRAM**

**3.2.1** Contractor must maintain an information security and privacy program to evaluate risks of confidentiality, integrity, and availability and provide safeguards for SFVCOG Information. The Contractor will exercise the same degree of care in safeguarding and protecting SFVCOG Information that the Contractor exercises with respect to its own information and data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of SFVCOG Information and to ensure compliance with all applicable laws and regulations and addressing new and emergency threats and risk. The Contractor must perform ongoing monitoring and audits of their operations to mitigate privacy and security threats.

**3.2.2** Contractor's information security and privacy program must:

**3.2.2.1** Protect the confidentiality, integrity, and availability of SFVCOG Information in the Contractor's possession or control against any threats or hazards, unauthorized or unlawful access, use, disclosure, alteration, destruction, loss, or damage.

- 3.2.2.2** Safeguard SFVCOG Information in compliance with any applicable laws and regulations.
- 3.2.2.3** Implement, maintain, and use appropriate privacy practices, policies, and protocols to preserve the confidentiality of SFVCOG Information.
- 3.2.2.4** Implement a response plan to address privacy and/or security Incidents, including but not limited to a suspected, attempted, successful, or imminent threat, or event with the potential to adversely impact the SFVCOG, of unauthorized electronic and/or physical access, use, disclosure, breach, modification, interference, or destruction of information; or significant violation of SFVCOG policy ("Incidents").

### **3.3 EMPLOYEE TRAINING**

Contractor must supply each of its employees with appropriate, annual training regarding Information Security procedures, risks, and threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- 3.3.1** Secure Authentication: The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- 3.3.2** Social Engineering Attacks: Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- 3.3.3** Handling of SFVCOG Information: The proper identification, storage, transfer, archiving, and destruction of SFVCOG Information.
- 3.3.4** Causes of Unintentional Information Exposure: Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- 3.3.5** Identifying and Reporting Incidents: Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- 3.3.6** Privacy: The Contractor's privacy policies and procedures as described in Paragraph 3.2, Security and Privacy Program.

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

**3.4 USE, STORAGE, TRANSMIT, ACCESS CONTROL**

- 3.4.1** Contractor may use SFVCOG Information only as necessary to carry out its obligations under this Agreement. Contractor must collect, maintain, or use SFVCOG Information only for the purposes specified in the Agreement and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of SFVCOG Information, including, but not limited to any state and federal law governing the protection of personal Information, any state and federal security breach notification laws, and the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.
- 3.4.2** All SFVCOG Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store SFVCOG Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the SFVCOG.
- 3.4.3** Contractor must not store SFVCOG Information in the cloud or in any other online storage provider without written authorization from the SFVCOG. All mobile devices storing SFVCOG Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password or passcode on enrolled mobile devices. All workstations or personal computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Requests for less frequent scanning must be approved in writing by the SFVCOG.
- 3.4.4** Contractor will encrypt SFVCOG Information transmitted on networks outside of the Recipient's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by SFVCOG.
- 3.4.5** Contractor will implement formal procedures to control access to SFVCOG systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- 3.4.5.1** Network access to both internal and external networked services will be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
  - 3.4.5.2** Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
  - 3.4.5.3** The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to SFVCOG Information is removed in a timely manner;
  - 3.4.5.4** Applications will include access control to limit user access to SFVCOG Information and application system functions;
  - 3.4.5.5** All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor must record, review and act upon all events in accordance with Incident response policies set forth in the Contract; and
- 3.4.6** In the event any hardware, storage media, or removable media must be disposed of or sent off-site for servicing, the Recipient must ensure all SFVCOG Information has been eradicated from such hardware and/or media using industry best practices and in accordance with the Contract.

### **3.5 SECURITY AND PRIVACY INCIDENT**

- 3.5.1** In the event of a security and/or privacy Incident, the Contractor must:
1. Promptly notify the SFVCOG of any Incidents involving SFVCOG Information, within twenty-four (24) hours of detection of the Incident. Notification must include: date and time of discovery; approximate date and time of the Incident; description of the type of SFVCOG Information involved; summary of the facts including measures taken to respond and remediate the Incident and any planned corrective actions; and name and contract information of the Recipients representative with relevant information.
  2. Cooperate with the SFVCOG to investigate the Incident and seek to identify the specific SFVCOG Information involved in the Incident upon the SFVCOG's written request, without charge, unless the Incident was caused by the acts or omissions of the SFVCOG. As information about the Incident

is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide all information regarding the nature and consequences of the Incident that are reasonably requested by the SFVCOG to allow the SFVCOG to notify affected individuals, government agencies, and/or credit bureaus.

3. Assist and cooperate with forensic investigators, the SFVCOG, law firms, and and/or law enforcement agencies at the direction of the SFVCOG to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the SFVCOG on any additional disclosures that the SFVCOG is required to make as a result of the Incident.
4. Allow the SFVCOG or its third-party designee at the SFVCOG's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of SFVCOG Information.
5. SFVCOG reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedule will be sent to the SFVCOG.

**3.5.2** Notwithstanding any other provisions in this Agreement, The Contractor will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving SFVCOG Information caused by the Recipient's weaknesses, negligence, errors, or lack of Information security or privacy controls or provisions.

### **3.6 RETURN OR DESTRUCTION**

**3.6.1** Upon SFVCOG's written request or upon expiration or termination of this Contract for any reason, Contractor will promptly: return or destroy, at SFVCOG's option, all originals and copies of all documents, records, and materials Contractor has received containing SFVCOG's Information, and all documents, records, and materials prepared by Contractor or prepared under Contractor's direction. If return or destruction is not permissible under applicable law, Contractor will continue to protect such information in accordance with the terms of this Agreement. If SFVCOG does not provide written notice to

Contractor regarding SFVCOG's option to return or destroy documents, records, and materials, Contractor will contact SFVCOG within five calendar days of expiration or termination of this Contract to confirm SFVCOG's option.

**3.6.2** For all documents, records, and materials described in this section that SFVCOG requests to be returned, Contractor must provide a written attestation on company letterhead certifying that all documents, records, and materials have been delivered.

**3.6.3** For all documents, records, and materials described in this section that SFVCOG requests to be destroyed, Contractor must cross-cut shred paper, film, or other hard copy media so that the information cannot be read or otherwise reconstructed; and purge, or destroy electronic media containing SFVCOG Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that the SFVCOG Information cannot be retrieved. Contractor must provide an attestation on company letterhead, detailing the destruction method used and the SFVCOG Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement must be sent to the SFVCOG within ten (10) calendar days of termination or expiration of the Agreement or at any time upon the SFVCOG's request.

### **3.7 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY**

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

**3.7.2** Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of SFVCOG Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer SFVCOG Information to and from back-up location; (iv) fully restore

applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media all such backups must be encrypted in compliance with the encryption requirements in the Agreement.

### **3.8 PRIVACY AND SECURITY AUDITS**

- 3.8.1** Contractor will periodically conduct audits, assessments, testing of the system of controls, and testing of information security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews and as requested by the SFVCOG. These audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the SFVCOG. The SFVCOG will pay for the SFVCOG requested audit unless the auditor finds that the Recipient has materially breached this Agreement, in which case the Contractor must bear all costs of the audit; and if the audit reveals material non-compliance with this Agreement, the SFVCOG may exercise its termination rights underneath the Agreement. Additionally, upon the SFVCOG's request the Contractor must complete a questionnaire regarding Contractor's information security and/or program.
- 3.8.2** Contractor must have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The Contractor must provide the audit results and any corrective action documentation to the SFVCOG promptly upon its completion at the SFVCOG's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any SFVCOG Information, the Contractor must promptly provide the SFVCOG with copies of the same upon the SFVCOG's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the SFVCOG pursuant to this Section will be provided at no additional charge to the SFVCOG.
- 3.8.3** When not prohibited by regulation, the Contractor will provide to the SFVCOG a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

**3.9 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) -INADVERTENT ACCESS LANGUAGE**

**3.9.1** Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of Contractor's officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

**3.9.2** Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or Contractor's officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

**3.9.3** Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify SFVCOG that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless SFVCOG, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to Contractor's employees regarding their obligations as described hereinabove.

**4 SECTION FOUR**

**4.1 INDEMNIFICATION**

Contractor must indemnify, defend and hold harmless the SFVCOG, its elected and appointed officers, alternates, representatives, employees, agents and volunteers ("SFVCOG 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 SFVCOG Indemnitees. Any legal defense pursuant to the Contractor indemnification obligations under this paragraph will be conducted by the Recipient and performed by counsel selected by the Recipient and



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

## **4.2 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

**4.2.1** Without limiting Contractor's indemnification of SFVCOG, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 5.2 and 5.3 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Recipient pursuant to this Agreement. The SFVCOG in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

### **4.2.2 Evidence of Coverage and Notice to SFVCOG**

**4.2.2.1** A certificate(s) of insurance coverage (Certificate) satisfactory to SFVCOG, and a copy of an Additional Insured endorsement confirming SFVCOG and its Agents (defined below) has been given Insured status under the Recipient's General Liability policy, must be delivered to SFVCOG at the address shown below and provided prior to commencing services under this Agreement.

**4.2.2.2** Renewal Certificates must be provided to SFVCOG not less than ten (10) days prior to Contractor's policy expiration dates. The SFVCOG reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

**4.2.2.3** Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The

Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any SFVCOG required endorsement forms.

- 4.2.2.4** Neither the SFVCOG's failure to obtain, nor the SFVCOG's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- 4.2.2.5** Certificates and copies of any required endorsements must be sent to the SFVCOG's Project Manager as identified in Exhibit D.
- 4.2.2.6** Contractor also must promptly report to SFVCOG any injury or property damage accident or incident, including any injury to a Contractor employee occurring on SFVCOG property, and any loss, disappearance, destruction, misuse, or theft of SFVCOG property, monies or securities entrusted to Recipient. Contractor also must promptly notify SFVCOG of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or SFVCOG.

#### **4.2.3 Additional Insured Status and Scope of Coverage**

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

Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **4.2.4 Cancellation of or Changes in Insurance**

Contractor must provide SFVCOG with, or Contractor's insurance policies must contain a provision that SFVCOG will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to SFVCOG 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 SFVCOG, upon which the SFVCOG may suspend or terminate this Contract.

#### **4.2.5 Failure to Maintain Insurance**

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

#### **4.2.6 Insurer Financial Ratings**

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

#### **4.2.7 Contractor's Insurance Must Be Primary**

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

#### **4.2.8 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against SFVCOG under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor

must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**4.2.9 Subcontractor Insurance Coverage Requirements**

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

**4.2.10 Deductibles and Self-Insured Retentions (SIRs)**

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

**4.2.11 Claims Made Coverage**

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

**4.2.12 Application of Excess Liability Coverage**

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

**4.2.13 Separation of Insureds**

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

**4.2.14 Alternative Risk Financing Programs**

The SFVCOG reserves the right to review, and then approve, Recipient use of self-insurance, risk retention

groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The SFVCOG and its Agents must be designated as an Additional Covered Party under any approved program.

**4.2.15 SFVCOG Review and Approval of Insurance Requirements**

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

**4.3 INSURANCE COVERAGE**

**4.3.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming SFVCOG and its Agents as an additional insured, with limits of not less than:

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

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

**4.3.3 Workers Compensation and Employers’ Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the SFVCOG as the Alternate Employer. The written notice must be provided to SFVCOG at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor’s operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen’s compensation law or any federal occupational disease law.

**4.3.4 Professional Liability/Errors and Omissions** insurance covering Contractor’s liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and

\$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three years following this Agreement's expiration, termination or cancellation.

**4.3.5 Technology Errors & Omissions Insurance**

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

**4.3.6 Cyber Liability Insurance**

Contractor must secure and maintain cyber liability insurance coverage with limits of \$1 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of SFVCOG Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Agreement. The Contractor must add the SFVCOG as an additional insured to its cyber liability insurance policy and provide to the SFVCOG certificates of insurance evidencing the foregoing upon the SFVCOG's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices or media may be on the policy.

#### **4.4 SFVCOG'S QUALITY ASSURANCE PLAN**

SFVCOG will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Recipient's compliance with all Agreement terms and performance standards. Contractor deficiencies which SFVCOG determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected, will be reported to the SFVCOG's Board. The report will include improvements and/or corrective action measures taken by SFVCOG and Contractor. If improvement does not occur consistent with the corrective action measures, SFVCOG may terminate this Agreement or impose other penalties as specified in this Agreement.

#### **4.5 LIQUIDATED DAMAGES**

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

**4.5.2** If the SFVCOG Chair, or designee, determines that there are deficiencies in the performance of this Agreement that the SFVCOG Chair, or designee, deems are correctable by the Contractor over a certain time span, the SFVCOG Chair, or 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 SFVCOG Chair, or designee, may: (a) Deduct from the Recipient'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 \$100 per day per infraction and that the Contractor will be liable to the SFVCOG for liquidated damages in said amount. Said amount will be deducted from the SFVCOG's payment to the Contractor; and/or (c) Upon giving five calendar days' notice to the Contractor for failure to correct the deficiencies, the SFVCOG may correct any and all deficiencies and the total costs incurred by the SFVCOG for completion of the work by an alternate source, whether it be SFVCOG forces or separate

private Contractor, will be deducted and forfeited from the payment to the Contractor from the SFVCOG, as determined by the SFVCOG.

**4.5.3** The action noted in Paragraph 4.5.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the SFVCOG cost due to the failure of the Contractor to complete or comply with the provisions of this Agreement.

**4.5.4** This subparagraph must not, in any manner, restrict or limit the SFVCOG's right to damages for any breach of this Agreement provided by law or as specified in Paragraph 4.5.2, and must not, in any manner, restrict or limit the SFVCOG's right to terminate this Agreement as agreed to herein.

#### **4.6 TERMINATION FOR DEFAULT**

**4.6.1** The SFVCOG may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of SFVCOG's Project Manager:

- 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 Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the SFVCOG may authorize in writing) after receipt of written notice from the SFVCOG specifying such failure.

**4.6.2** In the event that the SFVCOG terminates this Agreement in whole or in part as provided in Paragraph 4.6.1, the SFVCOG may procure, upon such terms and in such manner as the SFVCOG may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the SFVCOG for any and all excess costs incurred by the SFVCOG, as determined by the SFVCOG, for such similar goods and services. The Contractor will continue the performance of this Agreement to the extent not terminated under the provisions of this subparagraph.

**4.6.3** Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Subparagraph 4.6.2 if its failure to perform this Agreement 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 SFVCOG 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 Recipient and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

- 4.6.4** If, after the SFVCOG has given notice of termination under the provisions of Paragraph 4.6, it is determined by the SFVCOG that the Contractor was not in default under the provisions of Paragraph 4.6, or that the default was excusable under the provisions of subparagraph 4.6.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 4.10 - Termination for Convenience.
- 4.6.5** The rights and remedies of the SFVCOG provided in Paragraph 4.6 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **4.7 RECIPIENT RESPONSIBILITY AND DEBARMENT**

##### **4.7.1 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 SFVCOG's policy to conduct business only with responsible Contractors.

##### **4.7.2 Chapter 2.202 of the SFVCOG Code**

Contractor is hereby notified that, in accordance with [Chapter 2.202 of the SFVCOG Code](#), if the SFVCOG acquires information concerning the performance of the Contractor on this or other agreements which indicates that the Contractor is not responsible, the SFVCOG may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on SFVCOG 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 Agreements the Contractor may have with the SFVCOG.

**4.7.3 Non-responsible Contractor**

The SFVCOG 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 an agreement with the SFVCOG or a nonprofit corporation created by the SFVCOG, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the SFVCOG, any other public entity, or a nonprofit corporation created by the SFVCOG, 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 SFVCOG or any other public entity.

**4.7.3.1 Subcontractors of Contractor**

These terms will also apply to subcontractors.

**4.8 TERMINATION FOR IMPROPER CONSIDERATION**

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

**4.8.2** Agreement must immediately report any attempt by a SFVCOG officer or employee to solicit such improper consideration.

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

**4.9 TERMINATION FOR INSOLVENCY**

**4.9.1** The SFVCOG may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. Contractor will be deemed to be insolvent if Contractor has ceased to pay Contractor's

debts for at least sixty (60) days in the ordinary course of business or cannot pay Contractor's 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 Recipient 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.

**4.9.2** The rights and remedies of the SFVCOG provided in this paragraph will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **4.10 TERMINATION FOR CONVENIENCE**

**4.10.1** This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the SFVCOG, in SFVCOG's sole discretion, to be in the SFVCOG's best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten calendar (10) days after the notice is sent.

**4.10.2** After receipt of a notice of termination and except as otherwise directed by the SFVCOG, the Contractor must:

**4.10.2.1** Stop work under this Agreement on the date and to the extent specified in such notice, and

**4.10.2.2** Complete performance of such part of the work as would not have been terminated by such notice.

**4.10.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Recipient under this Agreement must be maintained by the Recipient in accordance with Paragraph 2.13, Record Retention and Inspection-Audit Settlement.

#### **4.11 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Agreement, the SFVCOG will not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the SFVCOG's future fiscal years unless and until the SFVCOG's Board appropriates funds for this Agreement in the SFVCOG's budget for each such future fiscal year. In

the event that funds are not appropriated for this Agreement, then this Agreement will terminate as of the 30<sup>th</sup> of June of the last fiscal year for which funds were appropriated. The SFVCOG will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **4.12 WARRANTY AGAINST CONTINGENT FEES**

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

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

## **5 SECTION FIVE**

### **5.1 ADMINISTRATION OF CONTRACT – CONTRACTOR**

**5.1.1** The Contractor Project Manager, as identified in Exhibit E - Contractor's Administration, will be responsible for the Contractor's day-to-day activities as related to this Agreement and will meet and coordinate with SFVCOG Project Manager on a regular basis.

**5.1.2** Contractor will notify the SFVCOG in writing of any change in the name or address of the Contractor Project Manager.

### **5.2 ADMINISTRATION OF AGREEMENT – SFVCOG**

**5.2.1** The SFVCOG Project Manager, as identified in Exhibit D - SFVCOG's Administration, will be responsible for monitoring and evaluating Contractor's performance in the daily operation of the Contract and provide direction to Contractor in the areas relating to policy, procedures, and other matters within the purview of this Agreement. All tasks, deliverables, or services performed under this Agreement will be subject to the approval of the SFVCOG Project Manager or designee.

**5.2.2** The SFVCOG'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 SFVCOG in any respect whatsoever.

### **5.3 NOTICES**

- 5.3.1** Notices required or permitted to be given under the terms of this Agreement or by any law now or hereafter in effect may, at the option of the party giving notice, be given by courtesy email, personal delivery, or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid into the custody of the United States Postal Service. The notices and envelopes containing same to SFVCOG must also be addressed and emailed to the SFVCOG Contract Manager listed in Exhibit D - SFVCOG's Administration.
- 5.3.2** In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor.
- 5.3.3** All notices to the SFVCOG, except for change notices, must be emailed to the SFVCOG Contract Manager at the email address in Exhibit D – SFVCOG’s Administration. Only the SFVCOG's Contract Manager will have the authority to issue notices or demands required or permitted by the SFVCOG under this Contract.

### **5.4 NOTICE OF DELAYS**

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

### **5.5 NOTICE OF DISPUTES**

Contractor must bring to the attention of the SFVCOG Project Manager any dispute between the SFVCOG and the Contractor regarding the performance of services as stated in this Agreement. If the SFVCOG Project Manager is not able to resolve the dispute, the SFVCOG Chair, or designee will resolve it. The SFVCOG Chair or designee’s determination will be final.

### **5.6 APPROVAL OF CONTRACTOR’S STAFF**

Contractor must provide qualified personnel, including but not limited to appropriate training and certification if applicable, to perform tasks, deliverables, services, and other work as set forth in the Agreement. SFVCOG 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 Project Manager. For changes to Contractor’s staff, Contractor must submit written notification and request to effect the change to the SFVCOG

Project Manager; the SFVCOG Project Manager or designee may accept or reject Contractor's written notification and request.

## **5.7 BACKGROUND AND SECURITY INVESTIGATIONS**

**5.7.1** In accordance with all laws, at any time prior to or during term of this Contract, the SFVCOG may require that all Contractor's staff performing work under this Agreement undergo and pass, to the satisfaction of SFVCOG, a background investigation, as a condition of beginning and continuing to work under this Agreement. SFVCOG will use its discretion in determining the method of background clearance to be used, up to and including a SFVCOG performed fingerprint security clearance or Contractor performed background clearance. The fees associated with obtaining the background information will be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

**5.7.2** SFVCOG may request that the Contractor's staff be immediately removed from working on the SFVCOG Agreement at any time during the term of this Agreement. SFVCOG will not provide to the Contractor nor to the Contractor's staff any information obtained through the SFVCOG conducted background clearance.

**5.7.3** SFVCOG may immediately, at the sole discretion of the SFVCOG, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the SFVCOG whose background or conduct is incompatible with SFVCOG facility access.

**5.7.4** Disqualification, if any, of the Contractor's staff, pursuant to Paragraph 5.7, will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

## **5.8 COMPLIANCE WITH CIVIL RIGHTS LAWS**

Contractor hereby assures compliance with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Additionally, Contractor certified to the SFVCOG:

**5.8.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

**5.8.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

**5.8.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

**5.8.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

## **5.9 EMPLOYMENT ELIGIBILITY VERIFICATION**

**5.9.1** 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 Agreement meets the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

**5.9.2** Contractor must indemnify, defend, and hold harmless, the SFVCOG, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the SFVCOG 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 Agreement.

## **5.10 FAIR LABOR STANDARDS**

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the SFVCOG 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 SFVCOG may be found jointly or solely liable.

## **5.11 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

**5.11.1** Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with

- all applicable Federal and State anti-discrimination laws and regulations.
- 5.11.2** Contractor certifies to the SFVCOG the following:
- 5.11.2.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
  - 5.11.2.2** That Contractor periodically conducts self-analysis or utilization analysis of its work force.
  - 5.11.2.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
  - 5.11.2.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 5.11.3** Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 5.11.4** 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.
- 5.11.5** Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 5.11.6** Contractor will allow SFVCOG representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of Paragraph 5.11 when so requested by the SFVCOG.



**5.11.7** If the SFVCOG finds that any provisions of Paragraph 5.11 have been violated, such violation will constitute a material breach of this Agreement upon which the SFVCOG may terminate or suspend this Agreement. While the SFVCOG reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Recipient has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the SFVCOG that the Contractor has violated the anti-discrimination provisions of this Agreement.

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

**5.12 FAIR CHANCE EMPLOYMENT PRACTICES**

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, SFVCOG may, in its sole discretion, terminate the Agreement.

**5.13 INTENTIONALLY OMITTED**

**5.14 INTENTIONALLY OMITTED**

**5.15 INTENTIONALLY OMITTED**

**5.16 INTENTIONALLY OMITTED**

**5.17 INTENTIONALLY OMITTED**

**5.18 INTENTIONALLY OMITTED**

**5.19 INTENTIONALLY OMITTED**

**5.20 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

**5.21 INTENTIONALLY OMITTED**

**5.22 INTENTIONALLY OMITTED**

**5.23 INTENTIONALLY OMITTED**

## **6 SECTION SIX**

### **6.1 NON-EXCLUSIVITY**

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

### **6.2 FORCE MAJEURE**

**6.2.1** Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Agreement, 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 events").

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

**6.2.3** 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.

### **6.3 VALIDITY**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the

application of such provision to other persons or circumstances will not be affected thereby.

#### **6.4 WAIVER**

No waiver by the SFVCOG of any breach of any provision of this Agreement will constitute a waiver of any other breach or of such provision. Failure of the SFVCOG to enforce at any time, or from time to time, any provision of this Agreement will not be construed as a waiver thereof. The rights and remedies set forth in Paragraph 6.4 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **6.5 GOVERNING LAW, JURISDICTION AND VENUE**

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

#### **6.6 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS**

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

The SFVCOG and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 1.5 - Amendments and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to amendments to this Agreements.

#### **6.7 AUTHORIZATION WARRANTY**

Contractor represents and warrants that the person executing this Agreement 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 Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

#### **6.8 SURVIVAL**

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the

following provisions will survive the expiration or termination of this Agreement for any reason:

- Paragraph 1.1 Entire Agreement
- Paragraph 1.2 Work
- Paragraph 1.4.4 No Payment for Services Provided Following Expiration-Termination of Agreement
- Paragraph 1.5 Amendments
- Paragraph 2.1 Assignment and Delegation/Mergers or Acquisitions
- Paragraph 2.2 Compliance with Applicable Law
- Paragraph 2.7 Prohibition from Participation in Future Solicitations
- Paragraph 2.9 Confidentiality
- Paragraph 2.12 Proprietary Rights
- Paragraph 2.13 Record Retention and Inspection-Audit Settlement
- Paragraph 3.1 Information Security and Privacy Requirements
- Paragraph 3.4 Use, Storage, Transmit, Access Control
- Paragraph 3.5 Security and Privacy Incident
- Paragraph 3.6 Return or Destruction
- Paragraph 4.1 Indemnification
- Paragraph 4.2 General Insurance Requirements for all Insurance Coverage
- Paragraph 4.3 Insurance Coverage
- Paragraph 4.4 Termination for Default
- Paragraph 4.7 Termination for Convenience
- Paragraph 4.11 Liquidated Damages
- Paragraph 5.3 Notices
- Paragraph 5.10 Fair Labor Standards
- Paragraph 6.2 Force Majeure
- Paragraph 6.3 Validity
- Paragraph 6.4 Waiver
- Paragraph 6.5 Governing Law, Jurisdiction, and Venue
- Paragraph 6.8 Survival

IN WITNESS WHEREOF, SFVCOG has caused this Contract to be executed. Recipient has caused this Contract to be executed by its duly authorized representative.

SFVCOG OF LOS ANGELES

By \_\_\_\_\_  
SFVCOG Executive Director

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel

Recipient

By \_\_\_\_\_  
{{Recipient Legal Name}}

## **Statement of Work**

## Pricing Schedule

## SFVCOG'S ADMINISTRATION

CONTRACT NO. (CONTRACT NUMBER {SMALL CAPS})

### SFVCOG'S CONTRACT MANAGER:

Name:           {{SFVCOG's PM}} or {{SFVCOG PM - Full Name}}          

Title:           Click or tap here to enter text.          

Address:           {{SFVCOG's PM – Street & City}}          

          {{SFVCOG PM – Zip}}          

Telephone:           {{SFVCOG PM – Phone}}          

E-mail Address:           {{SFVCOG PM - Email}}



## RECIPIENT'S ADMINISTRATION

RECIPIENT'S NAME: **{{Recipient Legal Name}}**

CONTRACT NO. [Click or tap here to enter text.](#)

### RECIPIENT'S PROJECT MANAGER:

Name: **{{Recipient's PM}}** or **{{Recipient PM}}**

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

Address: **{{Recipient PM – Street, City – Zip}}**

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

Telephone: **{{Contract PM – Phone}}**

E-mail Address: [Click or tap here to enter text.](#)

### RECIPIENT'S AUTHORIZED OFFICIAL(S):

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

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

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

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

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

E-mail Address: [Click or tap here to enter text.](#)

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

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

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

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

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

E-mail Address: [Click or tap here to enter text.](#)

### NOTICES TO RECIPIENT:

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

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

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

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

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

E-mail Address: [Click or tap here to enter text.](#)

## San Fernando Valley Council Of Governments (SFVCOG)

### INSTRUCTIONS AND INFORMATION ON COMPLYING WITH INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the SFVCOG. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your documents.

2. **When to Submit** Normally, no work may begin until an insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable.

3. **Acceptable Evidence and Approval** Documents must be submitted to the SFVCOG.

**Contractor must provide SFVCOG** a thirty (30) day notice of cancellation (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the SFVCOG an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the SFVCOG is an automatic or blanket additional insured. An endorsement naming the SFVCOG an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate and provide it to the SFVCOG.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the SFVCOG has reviewed the relevant audited financial statements.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the SFVCOG is at risk of third-party claims which may arise out of your work or your presence or special event on City premises.
7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract.
8. **Errors and Omissions** coverage is required..
9. **Workers' Compensation and Employer's Liability** insurance must be provided.
10. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle SFVCOG funds or securities, and under certain other conditions.
11. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a SFVCOG contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the SFVCOG representatives and/or other individual's confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to confidential information. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/ destruction, (c) computer fraud,(d) funds transfer loss, and (e) cyber extortion.

**San Fernando Valley Council of Governments (SFVCOG)  
CONTRACTOR RESPONSIBILITY QUESTIONNAIRE**

A Company/Firm bidding must complete this Questionnaire.

The signatory for this Questionnaire must be authorized to respond to these questions on behalf of the Company/Firm. **Any false or misleading statement(s), the failure to answer any of the required questions, or the failure to submit the completed Questionnaire with its bid may render the bid/proposal non-responsive.** If a response does not fit in the space provided, then you may submit an attachment with your questionnaire.

The Company is responsible for keeping the Questionnaire responses current. If any changes have occurred that would render any of the responses inaccurate in any way, this document must be updated within thirty (30) days of the change(s).

**A. BIDDER / PROPOSER / PROSPECTIVE CONTRACTOR CONTACT INFORMATION**

Business Name	Contractor's License Number		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

**TYPE OF SUBMISSION:**

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_ was submitted by the firm.

**B. BUSINESS ORGANIZATION / STRUCTURE**

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

**Corporation:** Date incorporated: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of incorporation: \_\_\_\_\_

List the corporation's current officers.

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

List all the stock owners who own 5% or more of the corporation's stock. Publicly traded corporations do not need to list its stock owners.

**Partnership:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List all partners in your firm.

(Use this space. If you need additional space, you can attach a document)

**Sole Proprietorship:** Date started: \_\_\_\_/\_\_\_\_/\_\_\_\_

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Do not include ownership of stock in a publicly traded company in your response to this question.

(Use this space. If you need additional space, you can attach a document)

**Joint Venture:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_

(1) List each firm that is a member of the joint venture and (2) List the percentage of ownership the firm will have in the joint venture. **NOTE: Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered a responsive bid.**

(Use this space. If you need additional space, you can attach a document)

**C. OWNERSHIP AND NAME CHANGES**

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes  No

If **Yes**, explain the relationship between your firm and the associated firm(s). Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

(Use this space. If you need additional space, you can attach a document)

2. Have any of your firm’s owners, partners, or officers operated a similar business in the past five years?  
 Yes  No

If **Yes**, list the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

(Use this space. If you need additional space, you can attach a document)

3. Has your firm changed names in the past five years?  
 Yes  No

If **Yes**, list all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

(Use this space. If you need additional space, you can attach a document)

4. Are any of your firm’s contractor licenses held in the name of a corporation or partnership?  
 Yes  No

If **Yes**, list the name of the corporation or partnership that actually holds the license.

(Use this space. If you need additional space, you can attach a document)

**D. FINANCIAL RESOURCES AND RESPONSIBILITY**

5. Is your firm now, or has it been at any time in the last five years, the debtor in a bankruptcy case?  
 Yes  No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

6. Is your firm in the process of, or in negotiations toward, being sold or dissolved?

Yes  No

If **Yes**, explain the circumstances.

(Use this space. If you need additional space, you can attach a document)

**E. PERFORMANCE HISTORY**

7. How many years has your firm been in operation? \_\_\_\_\_ Years.

8. Has your firm ever entered into any contract with the SFVCOG?

Yes  No

If, **Yes**, list all contracts your firm has had with the SFVCOG for the last five (5) years. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

(Use this space. If you need additional space, you can attach a document)

9. In the past five years, has your firm had any contracts with any private or governmental entity (other than the SFVCOG) that are similar to the work to be performed on the contract for which you are bidding or proposing?

Yes  No

If Yes, list on the space below, all contracts your firm has had with any private or governmental entity (other than the SFVCOG) that meet the specifications described in the question above. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

(Use this space. If you need additional space, you can attach a document)

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to its completion?

Yes  No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

11. In the past five years, has your firm previously hired a debarred subcontractor to perform work on a government contract?

Yes  No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

12A. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

Yes  No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

12B. Has your firm ever received a notice of unsatisfactory performance by any government entity?

Yes  No

If **Yes**, please enter the date of the Notice(s).

**F. DISPUTES**

13A. In the past five years, has your firm been a defendant in a court case or other legal proceeding on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter only proceeded to arbitration, mediation or other dispute resolution process. For part (c), check **Yes** only if the matter proceeded to court litigation, even if the case was later settled or dismissed.

(a) Payment to subcontractors?



Yes  No

(b) Work performance on a contract?

Yes  No

(c) Employment-related litigation brought by an employee?

Yes  No

13B. If you answer **Yes** to any of the questions above, explain the circumstances surrounding each instance. For each instance, you must include the following in your response: the name of the plaintiff(s), the specific cause(s) of action or claim(s) for relief; the original date of filing; and the disposition/current status.

(Use this space. If you need additional space, you can attach a document)

14. Does your firm have any outstanding judgments pending against it?

Yes  No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

15. In the past five years, has your firm been assessed liquidated damages on a contract?

Yes  No

If **Yes**, explain the circumstances surrounding each instance and identify all the projects for which liquidated damages were assessed, the amount of liquidated damages assessed and paid, and the name and address of the project owner.

(Use this space. If you need additional space, you can attach a document)

**G. COMPLIANCE**

For the following questions, the term “owners” does not include stock owners in your firm if your firm is a publicly traded corporation.

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on page 9:

Yes  No

If **Yes**, explain the circumstances surrounding each instance, including the governmental entity or entities that were involved, the dates of such instances, and the outcome.

(Use this space. If you need additional space, you can attach a document)

17. Within the past five years has your firm or any person employed by your firm been investigated, found to have violated, cited, assessed any penalty, or been subject to any disciplinary action by a licensing agency for violation of any licensing law, rule or regulation?

**Yes**  **No**

If **Yes**, explain the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

18. (Intentionally omitted)

**H. BUSINESS INTEGRITY**

For the following questions, the term “firm” includes any owner, partner, or officer in the firm. If your firm is a publicly traded corporation, the term “owner(s)” does not include its stock owners.

19A. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm.

(a) Is a governmental entity or public utility currently investigating your firm for making a false claim or material misrepresentation?

**Yes**  **No**

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made a false claim or material misrepresentation?

**Yes**  **No**

(c) In the past five years, has your firm been convicted of, or found liable in a civil suit for, making a

false claim or material misrepresentation to any governmental entity or public utility?

Yes  No

19B. If you check **Yes** to any of the three questions above, explain the circumstances surrounding each instance of a false claim or material misrepresentation.

(Use this space. If you need additional space, you can attach a document)

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery?

Yes  No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

**TERMS OF ACCEPTANCE AND SIGNATURE:**

I certify under penalty of perjury under the laws of the State of California that I read and understand the questions contained in this questionnaire and the responses contained herein and on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

**Electronic Signature:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

**Execution of document by E-signature.** By clicking on the check box, it indicates an electronic signature. This is considered to be the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

**ATTACHMENT A: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16**

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

**FEDERAL ENTITIES****Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

**Federal Department of Justice**

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

**Federal Department of Housing and Urban Development (HUD)**

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

**Federal Environmental Protection Agency**

- Environmental Protection Act

**National Labor Relations Board**

- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

**STATE ENTITIES****California’s Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers’ compensation self insurance plans
- Workers’ Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

**California’s Department of Fair Employment and Housing**

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

**California Department of Consumer Affairs**

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department’s boards, including the Contractor’s State Licensing Board

**California’s Department of Justice****LOCAL ENTITIES**

Local public entity for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by , including any letters of warning or sanctions issued by a local public entity for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

**OTHERS**

**Any other federal, state, local governmental entity** for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

