



Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

October 20, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

15 October 20, 2105


PATRICK OZAWA
ACTING EXECUTIVE OFFICER

**RECOMMENDATION TO APPROVE CONTRACT WITH SOE SOFTWARE CORPORATION
FOR ELECTION ONLINE TRAINING SYSTEM
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

The Registrar-Recorder/County Clerk (RR/CC) requests approval of a new contract for an Election Online Training System (RR/CC Contract Number 15-004) that directly supports County pollworker training operations. The current contract expires on November 11, 2015. Recommended proposer is SOE Software Corporation (SOE).

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the RR/CC or designee to execute a contract (Attachment I) with SOE Software Corporation (SOE) to provide the RR/CC with an Election Online Training System. The contract term will commence upon Board approval and run for five consecutive years unless extended or sooner terminated as provided in the contract. The contract contains two one-year and six one-month extension options. Extensions shall be at the sole discretion of the County.
2. Delegate authority to the RR/CC or designee to prepare and execute amendments to extend the contract for up to two additional one-year periods and six one-month options for a maximum term of seven years and six months.

3. Delegate authority to the RR/CC or designee to prepare and execute amendments to include new or revised contract provisions as required by your Board or Chief Executive Officer.
4. Delegate authority to the RR/CC or designee to amend the contract as necessary for optimal performance of the Election Online Training System with County Counsel approval. Any cost increases will not exceed 10% of the contract Sum over the term of the contract (including extension periods) for a total maximum contract sum of \$1,831,472.50.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The RR/CC conducts more than 600 classroom training sessions throughout Los Angeles County during each major countywide election. Approval of the contract will continue to provide for the license and maintenance of a web-based online training curriculum in tandem with the above mentioned training sessions appropriate to elections conducted in the state of California and Los Angeles County. The System is interactive, integrating modern instructional techniques (video, text and graphics) which meet the needs various adult learning styles. This will (1) allow for consistent training delivery, (2) provide valuable resources to reinforce the information provided in the classroom training, (3) provide a means for measuring the effectiveness of training through pre and post training assessments that continues to support the intent of HAVA legislation, and (4) enable the Department to reach out to potential pollworkers who might not have been able to attend classroom training. Ultimately, the Election Online Training System will provide approximately 32,000 pollworkers trained during these sessions with a user friendly interactive online program to review the training materials at their own pace prior to Election Day.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

1. Operational Effectiveness/Fiscal Sustainability: Maximize the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services. The contract will continue to provide pollworkers with an online interactive training program to reinforce Election Day duties, procedures, and laws.

FISCAL IMPACT/FINANCING

The System will be funded by Net County Cost (NCC) and has been included in the Department's FY 2015-2016 budget. The contract sum of \$1,664,975.00 over the seven year, six month term includes maintenance and support services.

The contract provides Board delegated authority to the RR/CC or designee to increase the contract sum up to 10% for a maximum amount of \$1,831,472.50 over the term of the contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Your Board is authorized to approve this contract pursuant to California Government Code section 31000.

The proposed contract will commence upon approval by your Board for a period of five years unless extended or sooner terminated in whole or in part, with two one-year and six one-month extension options, for an aggregate term of seven years and six months.

The contract contains Board required contract provisions including those pertaining to consideration of qualified County employees targeted for layoff, qualified GAIN/GROW participants for employment openings, as well as compliance with the Jury Duty Ordinance, the Safely Surrender Baby Law, and the Child Support Program.

The RR/CC has determined that provisions of the County's Living Wage Program (County Code Chapter 2.201) do not apply to this contract. Also, the RR/CC has determined that provisions of the County's Low-Cost Labor Resource Program (Board Policy 5.030) do not apply to this contract.

CONTRACTING PROCESS

As instructed by the Board on July 29, 2014, the current Contract Number 76470 with SOE Software Corporation (SOE) was extended for an additional one year and three month-to-month extensions to allow the RR/CC to issue a Request for Proposals (RFP) solicitation and allow qualified vendors an opportunity to compete for this contract.

On February 12, 2015, the RR/CC Contracts Section released the RFP for an Election Online Training System through the County's Open Bids and Solicitations website to individuals and/or companies under categories which included course development services, software, and training. Additionally, RFP release letters were sent to viable service providers found via Internet search. Finally, advertisements were published in local newspapers such as the Los Angeles Times, Whittier Daily News, and Los Angeles Daily News which are distributed throughout all five supervisorial districts. No Solicitation Requirements Review requests were received.

The mandatory proposers' conference was held on February 26, 2015 with representatives from six prospective proposers in attendance: IT Project Pros, Inc., Konnech, Inc., Out of Bounds Technology, Robis Elections, Inc., SOE Software (Scytl), and ZipEdTech. Contracts staff went over RFP requirements, proposal selection criteria, important terms and conditions in the sample contract, and completed a Q&A session.

Proposals were due by 12:00 P.M. PT on March 19, 2015. Four proposals were submitted by the following companies: IT Project Pros, Inc., Konnech, Inc., Robis Elections, Inc., and SOE Software (Scytl). All four submittals were reviewed by the lead analyst for compliance with the minimum requirements set forth in the RFP and moved forward to the evaluation committee which followed the established criteria in the RFP when reviewing and evaluating the qualified proposals.

The purpose of the Evaluation Committee was to review and evaluate the submitted proposals and score each rating category objectively according to the information and material provided in the proposal. The scores were then tallied using the County's evaluation methodology relative to Informed Averaging and proposals were ranked from highest to lowest.

An evaluation committee consisting of RR/CC Operations and Information Technology staff individually evaluated each of the four proposer's qualifications, approach to providing the required

services, quality control, and cost. In addition, the top three proposers were requested to present and demonstrate their training systems. The evaluation committee as a whole found that SOE best met the requirements needed to provide the RR/CC with an Election Online Training System as stated in the RFP and recommends SOE for the contract. During contract negotiations, SOE submitted their Letter of Intent and accepted all County contracting provisions without any changes.

The Chief Information Office (CIO) has reviewed and approved this Board letter and determined that no CIO Analysis is required because the scope of services has not changed. The Chief Executive Office (CEO) Risk Management Branch has reviewed and concurs with the provisions relating to insurance and indemnification. The CEO has reviewed and approved this Board letter. County Counsel has reviewed this Board letter and has approved as to form the attached contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

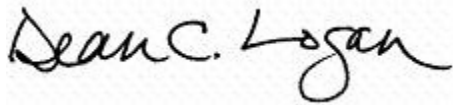
Approval of the recommended action will provide the RR/CC an easy-to-use web-based election training system to supplement hundreds of training classes conducted throughout Los Angeles County. If the proposed agreement is not approved, the RR/CC will be unable to provide online training to over 23,000 pollworkers, eliminating a valuable resource that reinforces critical election day procedures. Additionally, mandatory online training for Inspectors and Coordinators will not be available. Online training allows the RR/CC to test Coordinators to ensure they are well prepared to effectively resolve and troubleshoot election day issues.

CONCLUSION

Upon approval by your Board, the Executive Office is requested to return one (1) adopted copy of this letter to:

Department of Registrar-Recorder/County Clerk
Finance and Management Division
Contracts Section
12400 Imperial Highway, Suite 5115
Norwalk, CA 90650
Attention: Dushyant Bala, Contract Manager
Email: DBala@rrcc.lacounty.gov
Phone: (562) 462-2905

Respectfully submitted,



DEAN C. LOGAN
Registrar-Recorder/County Clerk

DCL:RF:APLFEP:
DB:jw

Enclosures

Reviewed by:



RICHARD SANCHEZ
Chief Information Officer



CONTRACT #15-004

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SOE SOFTWARE CORPORATION

FOR

ELECTION ONLINE TRAINING SYSTEM

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EXHIBITS

- A STATEMENT OF WORK
- B PRICING SCHEDULE
- C COUNTY'S ADMINISTRATION
- D CONTRACTOR'S ADMINISTRATION
- E TASK/DELIVERABLE ACCEPTANCE CERTIFICATE
- F CUSTOM PROGRAMMING MODIFICATION FORM
- G INVOICE DEFICIENCY REPORT
- H CONTRACT DEFICIENCY REPORT
- I PERFORMANCE REQUIREMENTS SUMMARY CHART
- J CONTRACTOR'S EEO CERTIFICATION
- K CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE
- L SAFELY SURRENDERED BABY LAW
- M DETERMINATION OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT
- N NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT (IRS NOTICE 1015)
- O CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT CONTRACT

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
CONTRACTOR
FOR
ELECTION ONLINE TRAINING SYSTEM**

This Contract ("Contract") is made and entered into this _____ day of _____, 2015 by and between the County of Los Angeles ("County") and SOE Software Corporation ("Contractor"), a corporation organized under the laws of Florida, located at _____.

County and Contractor are sometimes hereinafter referred to collectively as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, the County's Department of Registrar-Recorder/County Clerk ("RR/CC") requires System Software to provide election online training (the "Service") to carry out its mission efficiently and effectively;

WHEREAS, Contractor is in the business of providing highly specialized web-based online training systems and;

WHEREAS, this Contract is authorized pursuant to California Government Code Section 31000.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Party or Parties, as RR/CC and Contractor are sometimes hereinafter referred to collectively, agree as follows:

1.0 APPLICABLE DOCUMENTS

1.1 Contract

This base document, together with all Exhibits and any schedules attached hereto or thereto, collectively constitute and throughout and hereinafter are referred to as the "Contract." This Contract shall constitute the complete and exclusive statement of understanding between the Parties and supersedes any and all prior or contemporaneous Contracts, written or oral, and all communications between the Parties relating to the subject matter of the Contract.

1.2 Interpretation

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

Standard Exhibits:

- EXHIBIT A - Statement of Work
- EXHIBIT B - Pricing Schedule
- EXHIBIT C - County's Administration
- EXHIBIT D - Contractor's Administration
- EXHIBIT E - Task/Deliverable Acceptance Certificate
- EXHIBIT F - Custom Programming Modification Form
- EXHIBIT G - Invoice Deficiency Report
- EXHIBIT H - Contract Deficiency Report
- EXHIBIT I - Performance Requirements Summary Chart
- EXHIBIT J - Contractor's EEO Certification
- EXHIBIT K - Jury Service Ordinance
- EXHIBIT L - Safely Surrendered Baby Law
- EXHIBIT M - Determination of Contractor Non-Responsibility and Contractor Debarment
- EXHIBIT N - Notice to Employees Regarding the Federal Earned Income Credit (IRS Notice 1015)
- EXHIBIT O - Contractor Acknowledgement, Confidentiality, and Copyright Assignment Contract

1.3 Construction

The words “herein,” “hereof,” and “hereunder” and words of similar import used in this Contract refer to this Contract, including all annexes, attachments, Exhibits, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Contract with the words “including,” “for example,” “e.g.,” “such as,” “etc.,” or any derivation of such words such examples are intended to be illustrative and not limiting.

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-section 7.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

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

- 2.0.1 “Acceptance” as used herein shall mean County’s written approval of any Tasks, subtasks, Deliverables, goods, Services or other work provided by Contractor to County.
- 2.0.2 “Acceptance Test” as used herein shall have the same meaning as set forth in Appendix A, Section 12.3 (Acceptance Tests).
- 2.0.3 “Contract” as used herein shall have the same meaning as set forth in Appendix A, Section 1.1 (Contract).
- 2.0.4 “Budget” as used herein shall mean the County’s fiscal year spending authority as approved by the Board of Supervisors.
- 2.0.5 “Contract Deficiency Report” as used herein shall have the same meaning as set forth in Section 5.2 of the Statement of Work (Appendix B).

- 2.0.6 “Contract Sum” as used herein shall have the same meaning as set forth in Appendix A, Section 8.0 (Contract Sum).
- 2.0.7 “Confidentiality” as used herein shall have the same meaning as set forth in Appendix A, Section 4.6 of this Contract.
- 2.0.8 “Contractor” as used herein shall have the same meaning as set forth in the Recitals.
- 2.0.9 “Contractor’s Key Personnel” as used herein shall have the same meaning as set forth in Appendix A, Section 4.3.2 of this Contract.
- 2.0.10 “Contractor’s Project Director” as used herein shall have the same meaning as set forth in Appendix A, Section 4.1 (Contractor’s Project Director).
- 2.0.11 “Contractor’s Project Manager” as used herein shall have the same meaning as set forth in Appendix A, Section 4.2 (Contractor’s Project Manager).
- 2.0.12 “Core Application Software” as used herein shall mean all Core Application Software, modifications, custom programming modifications supplied by Contractor pursuant to this Contract.
- 2.0.13 “County” as used herein shall have the same meaning as set forth in the Recitals.
- 2.0.14 “County Product” as used herein, shall have the same meaning as set forth in Appendix A, Section 14.0 (Ownership of Materials, Software and Copyright)
- 2.0.15 “County’s Project Director” as used herein shall have the same meaning as set forth in Appendix A, Section 3.1 (County’s Project Director).
- 2.0.16 “County’s Project Manager” as used herein shall have the same meaning as set forth in Appendix A, Section 3.2 (County’s Project Manager).
- 2.0.17 “County’s Project Monitor” as used herein shall have the same meaning as set forth in Appendix A, Section 3.3 of this Contract. Responsibility includes, but is not limited to, inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

- 2.0.18 "Custom Programming Modifications" as used herein shall mean those software modifications, object code and related Documentation which County may request, and which Contractor shall provide, in accordance with Appendix B (Statement of Work).
- 2.0.19 "Day or Days" whether capitalized or not, shall mean calendar day(s), not business or working days, unless otherwise specified.
- 2.0.20 "Deficiency(ies)" as used herein shall have the same meaning as set forth in Appendix A, Section 9.0 (Deficiencies).
- 2.0.21 "Deliverable" as used herein shall mean the completed Tasks, subtasks, and/or other services identified in Appendix B (Statement of Work) provided by Contractor under this Contract.
- 2.0.22 "Department" or "Department of Registrar-Recorder/County Clerk" or "RR/CC" as used herein shall have the same meaning as set forth in the Recitals.
- 2.0.23 "Documentation" as used herein shall mean any and all written materials, including user manuals, operating manuals, quick reference guides, training materials, and all other user instructions regarding the capabilities, operations, installation for and support of the System Software.
- 2.0.24 "Effective Date" as used herein shall mean the date on which this Contract has been executed by an authorized representative of the Contractor has been approved by the Board.
- 2.0.25 "Election" as used herein shall mean any federal, State or local election conducted by County or its designees.
- 2.0.26 "Election Day" as used herein shall mean the date of any Election as determined by County, or its designee, or applicable federal or State authorities.
- 2.0.27 "Extension Year" as used herein shall have the meaning as set forth in Appendix A, Section 6.0 (Term of Contract).

- 2.0.28 "Fiscal Year" as used herein shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.0.29 "General Election(s)" as used herein shall have the same meaning as set forth in the SOW.
- 2.0.30 "Infringement Claim" as used herein shall have the meaning as set forth in Appendix A, Section 42.0 (Patent, Copyright & Trade Secret Indemnification).
- 2.0.31 "Initial Term" as used herein shall have the same meaning as set forth in Appendix A, Section 6.0 (Term of Contract)
- 2.0.32 "Interface(s)" as used herein shall mean any System Software, including source code, object code and related Documentation, required to complete the interface(s) between such and any required County software programs.
- 2.0.33 "Invoice Deficiency Report" or "IDR" as used herein shall have the same meaning as set forth in Appendix A, Section 8.8 (Invoice Deficiency Report).
- 2.0.34 "License" as used herein shall have the same meaning as set forth in Appendix A, Section 13.2 (License).
- 2.0.35 "Maintenance and Support Services" as used herein shall have the same meaning as set forth in Appendix A, Section 11.1 (Maintenance and Support Services).
- 2.0.36 "Minor Imperfection" as used herein shall have the same meaning as set forth in Appendix A, Section 9.1 (Deficiencies).
- 2.0.37 "Online Pollworker Training System Election Plan" as used herein shall contain updates per County and/or Contractor necessary to the Election Online Training System for County use prior to each major election identified in Appendix B (Statement of Work).
- 2.0.38 "Online Pollworker Training System Implementation Plan" as used herein shall mean Contractor's written plan to provide, implement, monitor and ensure the services required by this Contract are received by County accordingly identified in Appendix B (Statement of Work).

- 2.0.39 "Operating Software" as used herein shall mean all Application Operating Software to be supplied by Contractor pursuant to this Contract.
- 2.0.40 "Option Term" as used herein shall have the same meaning as set forth in Appendix A, Section 6.0 (Term of Contract)
- 2.0.41 "Other Professional Services" as used herein shall have the same meaning as set forth in Appendix A, Section 11.3 (Other Professional Services).
- 2.0.42 "Party" or "Parties" as used herein shall have the same meaning as set forth in the Recitals.
- 2.0.43 "Primary Election(s)" as used herein shall have the same meaning as set forth in the SOW.
- 2.0.44 "Registrar-Recorder/County Clerk" as used herein shall mean the Department Head of the Department of the Registrar-Recorder/County Clerk.
- 2.0.45 "Reports" as used herein shall have the same meaning as set forth in Appendix A, Section 5.3.
- 2.0.46 "Services" as used herein shall have the same meaning as set forth in the Recitals.
- 2.0.47 "Special Election(s)" as used herein shall have the same meaning as set forth in the SOW.
- 2.0.48 "Specifications" as used herein means all functional operation requirements, features, standards and deliverables as set forth in the Contract and SOW, and any approved work order for Other Professional Services, including Custom Programming Modifications.
- 2.0.49 "Statement of Work" or "SOW" as used herein shall mean Appendix B attached to this Contract, which includes Tasks, subtasks, and Deliverables required under this Contract.
- 2.0.50 "Status Report" as used herein shall have the same meaning as set forth in the SOW.
- 2.0.51 "Subcontractor" as used herein shall mean any person, entity, or organization to which Contractor proposes to delegate or has delegated any of its obligations hereunder in accordance with Appendix A, Section 58.0 (Subcontracting).

- 2.0.52 “System” as used herein shall mean all System Software, conversions, Interfaces, and Services described in this Contract and as otherwise agreed to in writing by Contractor and County pursuant to Appendix A, Section 7.0 (Amendments), collectively comprising the System Software.
- 2.0.53 “System Software” as used herein shall mean all Software supplied by Contractor pursuant this Contract. References to the System Software may include one or more components or modules thereof or all System Software in the System.
- 2.0.54 “Task” as used herein shall mean one or more major areas of work to be performed under this Contract and identified as a numbered Task in the SOW.
- 2.0.55 “Term” as used herein shall have the same meaning as set forth in Appendix A, Section 6.0 (Term of Contract)
- 2.0.56 “Third Party Software” as used herein shall have the mean as set forth in Appendix A, Section 15.0 (Third Party Software).
- 2.0.57 “Uniform District Election Law” or “UDEL” as used herein shall mean the Uniform District Election Law Elections scheduled in November of odd numbered years.
- 2.0.58 “Updates” as used herein shall have the same meaning as set forth in Appendix A, Section 11.2 (Updates).
- 2.0.59 “User” as used herein shall mean any person or entity authorized by RR/CC to access or use the System.
- 2.0.60 “Work” as used herein shall mean any and all Tasks, subtasks, Deliverables, Custom Programming Modifications, goods, and other Services performed by or on behalf of Contractor (including by Subcontractors, if any) pursuant to this Contract, the SOW and all the Exhibits, change orders, and amendments hereto.

3.0 COUNTY ADMINISTRATION OF CONTRACT

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following sub-sections are designated in Exhibit C (County's Administration). The County shall notify the Contractor in writing of any change in the names or addresses shown.

3.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

3.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

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

3.3 County's Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

4.0 CONTRACTOR ADMINISTRATION OF CONTRACT

4.1 Contractor's Project Director

4.1.1 The Contractor's Project Director is designated in Exhibit D (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Director.

4.1.2 Contractor's Project Director shall be responsible for Contractor's performance of all of Contractor's Tasks and

subtasks, delivery of all Deliverables, and ensuring Contractor's compliance with this Contract.

4.2 Contractor's Project Manager

- 4.2.1 The Contractor's Project Manager is designated in Exhibit D (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 4.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.
- 4.2.3 The Contractor's Project Manager shall have at least three (3) years of experience managing a web-based Training System for greater than 20,000 users.

4.3 Approval of Contractor's Staff

- 4.3.1 County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.
- 4.3.2 Contractor shall endeavor to assure continuity during the Term of this Contract Contractor personnel performing key functions under this Contract, together with Contractor Project Director and Contractor Project Manager, shall constitute and shall be referred to hereinafter as the Contractor's "Key Personnel." Contractor shall promptly

replace any Key Personnel vacancies with personnel having qualifications at least equivalent to those being replaced.
- 4.3.3 County's Project Director may require the replacement or removal of any Contractor Key Personnel and may request replacement of any other staff member performing, or offering to perform, Work hereunder. For Contractor's Key Personnel, Contractor shall provide County with a resume of each such proposed individual Contractor's Key Personnel (or his or her replacement), and any opportunity

to interview such person (or his or her replacement) prior to his performing any Work hereunder.

- 4.3.4 In the event Contractor should need to remove any Contractor Key Personnel from performing Work under this Contract, Contractor shall provide notice as promptly as possible thereafter, and shall Work with County on a mutually agreeable transition plan as to ensure project continuity.
- 4.3.5 Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced or removed should any transition plan develop pursuant to Section 4.3.4 require filing such vacancy (or, alternatively, terminating such position) and subject further to County's Project Director's right to require replacement or removal of such personnel pursuant to Section 4.3.3.

4.4 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

- 4.4.1 Contractor is responsible to ensure that Contract employee have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 4.4.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return a Contract employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 4.4.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return that Contract employee's ID badge to the County on the next business day after the Contractor's employee has been removed from working on the County's Contract.

4.5 Background and Security Investigations

- 4.5.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 4.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 4.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 4.5.4 Disqualification of any member of Contractor's staff pursuant to this Section 4.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

4.6 Confidentiality

- 4.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 4.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and

against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Section 4.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 4.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 4.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 4.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Contract", Exhibit O.
- 4.6.5 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement, Confidentiality and Copyright Assignment Contract", Exhibit P.

5.0 WORK

- 5.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein in accordance with the requirements and Specifications set forth in the SOW, and must have written approval of County's Project Director. Written approval by the County's Project Director shall be received within five (5) days. In no event shall County be liable or responsible for any payment prior to such written approval.

- 5.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
- 5.3 Contractor shall provide pre-programmed, real-time, on-line management "Reports" as described in the SOW.

6.0 TERM OF CONTRACT

- 6.1 The "Initial Term" of this Contract shall be five (5) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 6.2 County authorizes the Registrar-Recorder/County Clerk, or designee, to exercise at his/her sole discretion, upon notice to Contractor, the option to extend this Contract up to two (2) additional one-year periods ("Extension Year").
- 6.3 County further authorizes Registrar-Recorder/County Clerk, or designee, at his/her discretion, to authorize month-to-month options for a period not to exceed six (6) months, at the end of the Initial Term or each Extension Year, if exercised for a maximum total Contract term of seven years and six months. Contractor agrees that such extension(s) shall be at the same rate(s), terms and conditions.
- 6.4 As used herein and except where expressly stated to the contrary, the "Term" shall mean the Initial Term, if extended, each Extension Year, and any month-to-month extension period, as the case maybe.
- 6.5 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.
- 6.6 The Contractor shall notify RR/CC when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to RR/CC at the address herein provided in Exhibit C (County's Administration).

7.0 AMENDMENTS

- 7.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Department Head or his/her designee. As used herein, the term “materially” is defined as being a change of more than ten percent (10%) of the Contract Sum, a change of more than 90 days to any period of performance, or a change in the work required which collectively increases or decreases the Contract Sum more than ten percent (10%) of the Contract Sum.
- 7.2 The County’s Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County’s Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Department Head or his/her designee.
- 7.3 The (Department Head or his/her designee or Board of Supervisors), may at his/her sole discretion, authorize extensions of time as defined in Section 6.0 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Department Head or his/her designee.

8.0 CONTRACT SUM

- 8.1 The “Contract Sum” under this Contract shall be the total monetary amount payable by County to Contractor for supplying all Tasks, Subtasks, Deliverables, goods, services and other Work specified under this Contract. The Contract Sum for this Contract, including all applicable taxes, authorized by County hereunder is one million, six hundred sixty-four thousand, nine hundred seventy five dollars and no cents (\$1,664,975.00).
- 8.2 The fees and other applicable rates for the Term of the Contract are set forth in Exhibit B (Pricing Schedule).
- 8.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or

takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

- 8.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to (Department) at the address herein provided in Exhibit C (County's Administration).
- 8.5 Contractor's fees, as set forth in Exhibit B (Pricing Schedule) shall remain firm fixed prices for the Initial Term of the Agreement. The Registrar-Recorder/County Clerk, or designee, at their sole discretion, may increase the Contract Sum up to a maximum of ten percent (10%) of the total Contract Sum over the Term of the Agreement, including any extensions thereof. The maximum Contract Sum shall not exceed one million, seven hundred thirty-one thousand, four hundred seventy-two dollars and fifty cents (\$1,731,472.50).
- 8.6 **No Payment for Services Provided Following Expiration/Termination of Contract**

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

8.7 **Invoices and Payments**

- 8.7.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Appendix B (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's

payments shall be as provided in Exhibit B (Pricing Schedule), and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

Each invoice submitted by Contractor shall include, but not be limited to, the following:

- 8.7.1.1 The Contract number under which services were performed.
 - 8.7.1.2 The itemized Tasks, Subtasks, Deliverables, goods, Services or other Work as described in the SOW for which payment is claimed with corresponding brief description (include task/deliverable if applicable);
 - 8.7.1.3 The billing period;
 - 8.7.1.4 Contractor's State of California Sales and Use Tax permit number, when applicable;
 - 8.7.1.5 Contractor discount, when applicable;
 - 8.7.1.6 The net amount due;
 - 8.7.1.7 Indication of any applicable withhold amount for payments claimed or reversals thereof.
 - 8.7.1.8 Indication of any applicable credits due to County or its agent under the terms of this Contract or reversals thereof, including credits for any liquidated damages assessed in accordance with Section 45.0 (Liquidated Damages).
 - 8.7.1.9 Any other information requested by County's Project Director.
- 8.7.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).
 - 8.7.3 The Contractor's invoices shall contain the information set forth in Appendix B (Statement of Work) describing the

tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

8.7.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

8.7.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Fiscal Officer
Financial Services Section
Los Angeles County Registrar-Recorder/County Clerk
12400 Imperial Highway, Suite 7211
Norwalk, California 90650
Phone: (562) 462-2680

8.7.6 All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

8.7.7 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

8.8 Invoice Deficiency Report

County's Project Director or designee shall review all invoices for any Deficiencies and issue an "Invoice Deficiency Report" ("IDR"), a sample of which is attached hereto as Exhibit G and incorporated herein by this reference, to Contractor within fifteen (15) Days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and send a written explanation reasonably detailing Contractor's objection to the IDR within ten (10) Days of receipt of the IDR from County's Project Director. If County's Project Director does not receive a written response within ten (10) Days of County's notice to Contractor of an IDR, then payment will be made, less the disputed charges. Notwithstanding any partial payments made by County, provided Contractor has

timely responded to the IDR as set forth above, Contractor retains its right to seek payment, pursuant to Section 18.0 (Record Retention and Inspection/Audit Settlement), for any unpaid disputed portion of any invoice. If Contractor does not respond with a written objection to the IDR within the ten (10) Day period set forth above, Contractor waives its right to dispute the IDR and the partial payment by County.

8.9 Sales/Use Tax

The Contract Sum and any amounts invoiced by Contractor to County pursuant to this Section 8.9 (Sales/Use Tax) shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes applicable to System Software components. All applicable California sales/use taxes shall be paid directly by Contractor to the state or other taxing authority. Contractor will be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all other California and other state and local sales/use tax on all other items (including Customizations, installation, maintenance, etc.) and shall pay such tax directly to the state or other taxing authority. County shall cooperate with and assist Contractor, at Contractor's expense, in connection with any claim, action, or lawsuit to which the above indemnity applies, including asserting all defenses, claims, or counterclaims reasonably requested by Contractor, including that of sovereign immunity.

8.10 County's Right to Withhold

Notwithstanding any other provision of this Contract, and in addition to any rights of County provided in this Contract, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work, except that County shall not withhold payment that was already approved before Contractor entered default or failed or provide approved Work.

9.0 DEFICIENCIES

9.1 Deficiencies

As used herein, the term "Deficiency" shall mean and include, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design,

development, or implementation of Work; any error or omission, or deviation from the Specifications or from published or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent or substandard workmanship, which results in the System not performing in accordance with the provisions of this Contract, including the SOW, as determined by County's Project Director in his reasonable judgment.

County shall also be entitled to the correction of Deficiencies which do not affect the performance of the System, or are not material ("Minor Imperfection"), provided, however, that the failure by Contractor to remedy such Minor Imperfection, so long as Contractor diligently continues to attempt to remedy such Minor Imperfection, shall not be deemed a breach of this Contract unless the cumulative effect of such Minor Imperfections is material to the performance of the System.

9.2 Corrective Measures

County's Project Director shall notify Contractor in writing, or if not practicable, orally (with written notice to follow within three [3] Days) to either Contractor's Project Director or Project Manager, of any Deficiency. Upon a notice from County or Contractor's discovery of a Deficiency, Contractor shall promptly commence corrective measures to remedy such Deficiency in accordance with the provisions of this Contract including the SOW. Contractor shall diligently continue to remedy such Deficiency, including Minor Imperfections to its utmost capabilities. Contractor acknowledges that it may be required to repair, replace or reinstall all or any part of the System that is defective, including Software, or other material, or create an Update, in order to remedy any Deficiency.

9.3 Approval

No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by County's Project Director, which approval shall not be unreasonably withheld.

10.0 WARRANTIES

10.1 Contractor hereby represents and warrants to County that the System Software, as applicable, shall perform in accordance with the Specifications set forth in the SOW, this Contract, and any related documentation, including any exhibits and amendments

thereto, commencing the Effective Date until the expiration date of this Contract, including any Extension period thereafter.

- 10.2 Contractor represents and warrants that (a) Contractor has the full power and authority to grant the License and all other rights granted by this Contract to County, (b) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect, (c) County is entitled to use Software without interruption of the system use, subject only to County's obligation to make the required payments and compliance with the terms of any applicable license Contract, (d) this Contract and any applicable Software, licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors, (e) during the Term, Contractor shall not subordinate this Contract or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the System, and any part thereof in accordance with this Contract, and (f) neither the performance of this Contract by Contractor, nor the license to, and use by, County and use of the System in accordance with this Contract will in any way violate any non-disclosure Contract, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.
- 10.3 All Tasks, Subtasks, Deliverables, goods and services, and other Work shall be performed in a timely and professional manner by experienced, qualified and, if appropriate, licensed or certified personnel.
- 10.4 Contractor shall, in the performance of all Work strictly comply with the descriptions and representations (including, but not limited to, Deliverable Documentation, performance capabilities, accuracy, completeness, characteristics, Specifications, configurations, standards, functions and requirements) as set forth in the SOW.
- 10.5 Contractor shall supply sufficient staff to discharge its responsibilities here under in a timely and efficient manner, including as required to comply with Contractor's obligation under this Contract, including the SOW.

10.6 All documentation developed under this Contract shall be uniform in appearance.

11.0 MAINTENANCE, UPDATES, AND PROFESSIONAL SERVICES

11.1 Maintenance and Support Services

In exchange for County's payment, Contractor shall provide technical support on any issues related to the System usage via phone, fax or email to County during County's normal business hours on any non-election period for the Term of this Contract. Contractor shall also provide on-site support while County polls are open for the Presidential Primary Elections or any other election the RR/CC requires on-site support. Maintenance Services shall include the correction of any and all Deficiencies, including Minor Imperfections that occur during the Term. Correction of such Deficiencies shall be at no additional cost to County beyond the Maintenance Fee, as established in Exhibit B (Price Schedule). If any component of the System requires Maintenance Services, Contractor shall provide such services at County's location, provided that, if the Contractor determines it necessary to replace any component, or repair any component at Contractor's facility, Contractor shall pay all shipping costs, and shall provide full replacement value insurance, in connection with the retrieval from, and the return to County's facilities of such component. In addition, upon the reasonable request of County's Project Director, Contractor will deliver to County a replacement or temporary item prior to removing the component requiring Maintenance Services.

11.2 Updates

Maintenance Services include any upgrades, updates, enhancements, revisions, improvements, bug fixes, patches, and modifications, other than Customizations, to the System, in whole or in part, and any updates or modifications required during the Term in order for the System to remain in compliance with applicable federal or State laws and regulations (collectively, "Updates"), which shall be provided by Contractor to County at no additional cost beyond the Maintenance fee, as applicable. Any update(s) delivered by Contractor to County shall be deemed a part of and shall be included in such Software licensed to County pursuant to this Contract. Contractor shall support the System Software and all components provided and approved pursuant to

this Contract, including any Updates and Customizations, installed at any County facility, or licensed to County hereunder, for the Term.

Notwithstanding the foregoing section, the County and Contractor agree that during the Warranty and so long as maintenance is renewed, if any Software supplied by Contractor fails to perform as warranted Contractor will replace or repair it at no charge to the County. However, updates due to a change in law to otherwise properly functioning products, Contractor will provide updates to properly functioning Software and firmware at no additional charge to comply with a change in law. However, Contractor will charge to replace or refit any Hardware that is properly functioning but must be updated to comply with a change in law. Also, if firmware embedded in Hardware is to be updated for any reason, Contractor will deliver the new firmware at no additional charge with instructions for installation. But any installation requested of Contractor would be subject to an additional charge.

11.3 Other Professional Services

11.3.1 Upon the written request of County's Project Director made at any time and from time-to-time during the Term, Contractor shall provide to County "Other Professional Services," including additional training, on-site support beyond that which is deemed required Maintenance Services pursuant to this Section 11.3 (Other Professional Services), or Appendix B (Statement of Work), and Customizations or modifications to the System Software that are requested by County's Project Director in order to create new functionality and Customizations not required of Contractor by the SOW or included as part of Maintenance Services (such Customizations or modifications are collectively referred to as "Customizations").

11.3.2 All Other Professional Services, including Customizations, shall be provided by Contractor (i) if hourly work, at the hourly rate set forth in Exhibit B (Pricing Schedule), as adjusted for any Extension Year pursuant to Section 6.2, or (ii) if flat rate or per diem work, including additional training or certain on-site support, at the then current published rate for such Other Professional Services, which as of the Effective Date, are as set forth in Exhibit B (Pricing Schedule), the price of which flat rate services may be modified from time-to-time upon ninety (90) Days prior

notice to County, plus in each instance the cost of any applicable materials.

- 11.3.3 Upon County's request for Other Professional Services, Contractor shall provide County, within seven (7) Days of receipt of such request, a System design report, including but not limited to, a written quotation of a maximum fixed price, Design specification, System impact, Contractor staff level recommended, estimated man-hours for completion of the requested Other Professional Services, if applicable, and the cost of any applicable materials. Contractor's quotation shall be valid for sixty (60) Days from the date of its submission. In the event the requested Other Professional Services are completed by Contractor for an amount less than the quoted price, County shall owe Contractor the lesser of the maximum fixed price quoted to County, or the actual cost of completion. Approval of Other Professional Services, and payment therefore shall be in accordance with Section 5.0 (Work) and sub-section 8.6 (Invoices and Payments), respectively, of this Contract.
- 11.3.4 Should the cumulative price for all approved and proposed Other Professional Services exceed the dollars available for Other Professional Services, Contractor shall not be required to provide the proposed Other Professional Services unless County modifies Section 8.0 (Contract Sum), pursuant to Section 7.0 (Amendments) to increase the Contract Sum by the amount of the excess proposed Other Professional Services.
- 11.3.5 Upon completion, delivery and acceptance by County of any Customizations, such Customizations shall become part of and be included in the System Software, as applicable.

12.0 SYSTEM TESTS AND ACCEPTANCE BY COUNTY

12.1 General

Each update or Customization, whichever the case may be, shall achieve Acceptance by County when Contractor has completed the applicable Deliverable(s) and County's Project Director has approved in writing, as to the Acceptance Testing of the System has operated thereafter for twenty (20) consecutive Days of production use with no Deficiencies as determined in the sole judgment of County's Project Director, in accordance with all

applicable Specifications, this Contract, and the Statement of Work (Appendix B). Contractor shall submit to County's Project Director for approval, a Task/Deliver Acceptance Certificate, in substantially the form attached hereto as Exhibit E (Task/Deliverable Acceptance Certificate), together with any supporting documentation reasonably requested by County.

12.2 Installation Tests

Contractor shall conduct installation tests on each upgrade or Customization to the System in accordance with Appendix B (Statement of Work). Contractor shall give County notice of each of the installation tests, and designated representatives of County may observe the installation tests and verify the results as County deems necessary or appropriate. Upon satisfactory completion of each of the installation tests, Contractor shall deliver to County a written certification of completion of the applicable installation test in the form of a completed Task/Deliverable Acceptance Certificate signed by Contractor's Project Director. County will not unreasonably withhold acceptance and approval signature.

12.3 Acceptance Tests

After Contractor delivers to County the completed Task/Deliverable Acceptance Certificate of the applicable installation tests, County may conduct any and all tests, at County's sole discretion, to determine System functionality and reliability with the active assistance of Contractor. The tests (collectively, the "Acceptance Tests") will include, but is not limited to, the following:

- 12.3.1 Initial System component test to determine whether each System component has been properly installed and is working in accordance with all applicable Specifications;
- 12.3.2 Integrated System component test to determine whether each System component interfaces and integrates with other System components already installed and whether each such System component can be used in the approved operating configuration and operates in accordance with all applicable Specifications and this Contract;
- 12.3.3 Final System test to ensure that all System components of the project and of all previous updates and modifications interface and integrate with System and each other in the approved operating configuration and operate in

accordance with all applicable Specifications and this Contract.

12.4 Failed Acceptance Testing

If County's Project Director makes a good faith determination that a System component has not successfully completed an Acceptance Test, County's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the System component or System failed to pass the applicable Acceptance Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component and the System to be ready for retesting. Contractor shall notify County's Project Director when such corrections, repairs and modifications have been completed, and the Acceptance Tests shall begin again. If, after the applicable Acceptance Test has been completed for a second time, County's Project Director makes a good faith determination that the System component or System again fails to pass the applicable Acceptance Test, County's Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the System component or System failed to pass the applicable Acceptance Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component and the System to be ready for retesting. Such procedure shall continue until such time as County notifies Contractor in writing either: (i) of the successful completion of such Acceptance Test or (ii) that County has concluded in its sole judgment that satisfactory progress toward such successful completion is not being made, in which latter event County shall have the right, in County's sole judgment, to terminate this Contract in accordance with Section 61.0 (Termination for Default), as a non-curable default with respect to (i) one or more System components, or (ii) if County believes the failure to pass the applicable Acceptance Test materially affects the function or desirability to County of the System as a whole, the entire Contract.

12.5 Certification of Completion

After County's Project Director has determined that the System, as a whole, has achieved acceptance, as set forth in sub-section 12.3,

County shall within thirty (30) Days issue a written certificate of completion.

13.0 OWNERSHIP AND LICENSE

13.1 Ownership

13.1.1 The System Software provided to County pursuant to this Contract, other than Third Party Software, shall remain the property of Contractor, and all such software is subject to the License granted to County pursuant to Sub-section 13.2 (License). Third Party Software shall remain the property of, and is subject to the licenses granted by its third party owner.

13.1.2 Subject only to Contractor's rights and the rights of the owners of any Third Party Software in their intellectual property that is contained within the System Software, upon acceptance of any new, modified or Customizations to the System Software, or any, as applicable, title to such components delivered prior to such date and approved and accepted by County in accordance with the terms of this Contract shall pass to County, and County owns all right, title and interest in such components, provided, however, all System Software and any and all of its derivatives shall remain the sole property of Contractor.

13.2 License

13.2.1 Contractor hereby grants to County, effective as of the Effective Date, a perpetual, nonexclusive, irrevocable, royalty-free license, to use, including the right to, reproduce, modify, distribute the system software, and/or make derivative works, unless expressly restricted in this Contract (the "License").

13.2.2 To use the System Software on an unlimited number of computers, servers, local area networks and wide area networks, for an unlimited number of users. The use of certain Third Party Software shall be subject to limitations as set forth in Section 15.0 (Third Party Software). This includes, but is not limited to, use by any and all cities, unincorporated areas and other governmental agencies that County may allow to access the System.

13.2.3 Contractor warrants (1) that it has full power and authority to grant the License and all other rights granted by this Contract to County, (2) that no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect, and (3) that neither the performance of this Contract by Contractor, nor the license to, and use by, County and its users of the System or any part thereof in accordance with this Contract will in any way violate any non-disclosure Contract, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

14.0 OWNERSHIP OF MATERIAL, SOFTWARE AND COPYRIGHT

- 14.1 Except for the System Software and any derivatives thereof, County shall be the sole owner of all rights, title and interest, including copyright, in and to all software, plans, reports, acceptance test criteria, acceptance test plans, the SOW, departmental procedures and processes, data, diagrams, facilities, tools, and information developed by County or by Contractor pursuant to and for delivery to County under the Contract (hereinafter "County Product") which are originated or created through the Contractor's work pursuant to this Contract.
- 14.2 Except for the System Software and any derivatives thereof, Contractor shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's rights, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 14.3 During the Term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy, and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 14.4 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, 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 County's Project Manager as proprietary or confidential, and shall be plainly and

prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

- 14.5 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 14.6 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Section 14.5 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Section 14.4 or for any disclosure which the County is required to make under any State or federal law or order of court.
- 14.7 All the rights and obligations of this Section 14.0 (Ownership of Material, Software and Copyright) shall survive the expiration or termination of this Contract.
 - 14.7.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
 - 14.7.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
 - 14.7.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, 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 County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

- 14.7.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 14.7.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-section 14.7.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-section 14.7.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 14.7.6 All the rights and obligations of this sub-section 14.7 shall survive the expiration or termination of this Contract.

15.0 THIRD PARTY SOFTWARE

- 15.1 Certain System Software, being the operating software and no other software (hereinafter "Third Party Software"), is owned by third parties, and Contractor represents and warrants that it has not modified and will not modify, nor does Contractor have any need to modify, such Third Party Software in order for the System to fully perform in accordance with all requirements of this Contract. Contractor represents and warrants that it does not have any license or other right to modify such Third Party Software and that such Third Party Software shall be provided to County in the same unmodified form as received by Contractor from the applicable third party. Contractor represents and warrants that such Third Party Software shall, together with the remainder of the System Software, fully satisfy all requirements of the Contract without the need for any modification of the Third Party Software by Contractor or otherwise.

15.2 County acknowledges that it may have to execute certain third party license Contracts in respect to the Third Party Software. These third party license Contracts shall be at no cost to County and shall include reasonable terms and conditions as determined by County. To the extent that any such third party license Contract conflicts with this Contract as it applies to County's right to use the System Software or modify the System Software (other than the Third Party Software), Contractor shall take all necessary action and pay all sums required to provide County with all the rights to use and modify the System Software (excluding modification of the Third Party Software) afforded by this Contract. Contractor warrants that whether or not such third party license Contracts are required of County, County shall receive licenses of all of the Third Party Software that will allow use of the System Software in accordance with all of the terms of this Contract. Without limiting the foregoing, Contractor shall be responsible for acquiring for and delivering to County, at the cost of Contractor, licenses permitting the use of all other Third Party Software for an unlimited number of users, which licenses do not in any way limit County's rights pursuant to Section 13.2 (License).

15.3 In the event it nonetheless becomes necessary to modify such Third Party Software to satisfy any of the requirements of this Contract, Contractor shall promptly, at no cost to County, either: (1) obtain a license from the appropriate third party which shall enable Contractor to modify such Third Party Software, and Contractor shall provide all necessary modifications or (2) to the extent that Contractor is unable to obtain such a license, provide an upgrade or alternative solution, which is functionally equivalent, in County's Project Director's reasonable determination, in lieu of modifying such Third Party Software. If County exercises its option to terminate this Contract for convenience pursuant to Section 60.0 (Termination for Convenience), the obligations of Contractor as set forth in this Section 15.0 (Third Party Software) shall be null and void. Nothing herein shall require Contractor to pay for a new release, version, or revision of Third Party Software, which is not otherwise provided under maintenance and support.

16.0 OTHER PROPRIETARY CONSIDERATIONS

16.1 Except for the System and all patent, copyright, trademark, trade secret and other proprietary rights therein, County shall be the sole owner of all rights, title and interest in and to all plans, reports, acceptance test criteria, acceptance test plans, statements of work, departmental procedures and processes, diagrams, facilities, tools, and information developed by County or by Contractor pursuant to

and for delivery to County under the Contract which are originated or created through the Contractor's Work pursuant to this Contract, and all patent, copyrights, trademark, trade secret and other proprietary rights therein (collectively "County Product").

- 16.2 Notwithstanding the foregoing, during the Term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during, and for five (5) years subsequent to, the Term of this Contract, any and all such working papers and all information contained therein.
- 16.3 Contractor hereby transfers to County all of Contractor's right, title and interest in and to the County Product. Upon request of County's Project Director, Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in, County all Contractor's right, title and interest in and to the County Product. County shall have the right to register all copyrights and patents in the name of County of Los Angeles. Further, County shall have the right to assign, license or otherwise transfer any and all County's right, title and interest in and to the County Product.
- 16.4 As requested in writing by County's Project Director, Contractor shall affix the following notice to County Product developed under this Contract: "© Copyright 20__ (or such other date of first publication), County of Los Angeles. All rights reserved". Contractor shall affix such notice as directed by County.
- 16.5 Contractor shall take reasonable steps to protect all such County Product from loss or damage by any cause, including fire and theft.
- 16.6 The System and any other materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, together with all patent, copyright, trademark, trade secret and other proprietary rights (collectively "Contractor Product"), which the Contractor desires to use hereunder, and which the Contractor considers to be trade secret, proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as trade secret, proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Trade Secret", "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

- 16.7 Subject to Section 16.9 and Section 55.0 (Public Records Act), the County will use reasonable means to ensure that the Contractor Product is safeguarded and held in confidence. Subject to Section 16.9 and Section 55.0 (Public Records Act), the County agrees not to reproduce, distribute or disclose to non-County entities any such Contractor Product without the prior written consent of the Contractor.
- 16.8 Subject to Section 13.2 (License), Contractor hereby grants County an irrevocable license to use the Contractor Product for the Term.
- 16.9 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Section 16.7 for any of the Contractor Product which are not plainly and prominently marked with restrictive legends as required by Section 16.6 or for any disclosure which the County is required to make under any State or federal law or order of court.

17.0 COUNTY'S QUALITY ASSURANCE PLAN

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

18.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all

financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 18.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 18.2 Failure on the part of the Contractor to comply with any of the provisions of this Section 18.0 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: (a) repaid by the Contractor to the County by cash payment upon demand or (b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event

shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

19.0 DATA DESTRUCTION

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:
<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88> Rev.%201

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current NIST Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

20.0 NEW TECHNOLOGY

Without limiting Contractor's obligation to provide County Updates as a part of Maintenance and Support Services, Contractor and County acknowledge the probability that the technology of the System (or any portion thereof) provided under the Contract will change and improve during the Term. County desires the flexibility to incorporate into the System any new technologies, as they may become available. Accordingly, Contractor's Project Manager shall, promptly upon discovery and on a continuing basis, apprise

County's Project Director of all new technologies, methodologies, and techniques, other than Updates, that Contractor considers being applicable to the System (or any portion thereof). Upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies, and techniques, and shall indicate the advantages and disadvantages of incorporating the same into the System, and provide an estimate of the impact such incorporation will have on the performance of the System (or any portion thereof) and any impact on the Service cost. County, at its discretion, may request that the Contract be amended to incorporate the new technologies, methodologies and techniques into the System (or any portion thereof) pursuant to the provisions of Section 7.0 (Amendments) of this Contract.

21.0 ASSIGNMENT AND DELEGATION

- 21.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-section, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 21.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 21.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, 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 without County's express prior written approval, shall be a material breach of the Contract which may result in the

termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

22.0 AUTHORIZATION WARRANTY

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

23.0 BUDGET REDUCTIONS

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

24.0 COMPLAINTS

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

24.1 Within thirty (30) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

24.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

24.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

- 24.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 24.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 24.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 24.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

25.0 COMPLIANCE WITH APPLICABLE LAW

- 25.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 25.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 25.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any

settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

26.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

27.0 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

27.1 Jury Service Program

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

27.2 Written Employee Jury Service Policy

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

27.2.2 For purposes of this sub-section, "Contractor" means a person, partnership, corporation or other entity which has

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

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

27.2.4 Contractor's violation of this sub-section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

28.0 CONFLICT OF INTEREST

- 28.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 28.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-section shall be a material breach of this Contract.

29.0 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

- 29.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

30.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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

31.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

31.1 Responsible Contractor

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

31.2 Chapter 2.202 of the County Code

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

31.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively

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

31.4 Contractor Hearing Board

31.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

31.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

31.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five

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

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

31.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

31.4.7 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

32.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

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

- 33.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 33.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

34.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 34.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 34.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

35.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 35.1 The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 35.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

36.0 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each

party, when appearing in appropriate places on the Amendments prepared pursuant to sub-section 7.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

37.0 FAIR LABOR STANDARDS

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

38.0 FORCE MAJEURE

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

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

- 38.3 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.

39.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

40.0 INDEPENDENT CONTRACTOR STATUS

- 40.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 40.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 40.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

40.4 The Contractor shall adhere to the provisions stated in sub-section 4.6 (Confidentiality).

41.0 INDEMNIFICATION

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

42.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

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

42.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

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

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

43.0 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 43.0 and 44.0 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

43.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of

each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

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

Certificates and copies of any required endorsements shall be sent to:

Contracts Monitor
Contracts Section
Los Angeles County Registrar-Recorder/County Clerk
12400 Imperial Highway, Suite 5115
Norwalk, California 90650

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

43.2 Additional Insured Status and Scope of Coverage

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

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

43.3 Cancellation of or Changes in Insurance

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

43.4 Professional Liability/Errors and Omissions

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

43.5 Failure to Maintain Insurance

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

further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

43.6 Technology Errors and Omissions insurance,

Technology Errors and Omissions insurance, including coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis (2) systems programming (3) data processing (4) systems integration (5) outsourcing including outsourcing development and design (6) systems design, consulting, development and modification (7) training services relating to computer software or hardware (8) management, repair and maintenance of computer products, networks and systems (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of at least \$10 million.

43.7 Insurer Financial Ratings

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

43.8 Contractor's Insurance Shall Be Primary

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

43.9 Waivers of Subrogation

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

Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

43.10 Sub-Contractor Insurance Coverage Requirements

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

43.11 Deductibles and Self-Insured Retentions (SIRs)

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

43.12 Claims Made Coverage

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

43.13 Application of Excess Liability Coverage

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

43.14 **Separation of Insureds**

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

43.15 **Alternative Risk Financing Programs**

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

43.16 **County Review and Approval of Insurance Requirements**

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

44.0 INSURANCE COVERAGE

44.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 0001), naming County and its Agents as an additional insured, with limits of not less than:

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

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

44.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory

requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

44.4 Unique Insurance Coverage

- **Professional Liability/Errors and Omissions**

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

45.0 LIQUIDATED DAMAGES

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

45.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her 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 Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit I, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

- 45.3 The action noted in sub-section 45.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contract or to complete or comply with the provisions of this Contract.
- 45.4 This sub-section shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-section 45.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

46.0 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any

county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

47.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 47.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 47.2 The Contractor shall certify to, and comply with, the provisions of Exhibit J (Contractor's EEO Certification).
- 47.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 47.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 47.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 47.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 47.0 when so requested by the County.
- 47.7 If the County finds that any provisions of this Section 47.0 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 47.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

48.0 NON EXCLUSIVITY

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

49.0 NOTICE OF DELAYS

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

50.0 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract.

If the County's Project Manager or County's Project Director is not able to resolve the dispute, the (Department Head), or designee shall resolve it.

51.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

52.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

53.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits C (County's Administration) and D (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The (Department Head, or his/her designee) shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

54.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

55.0 PUBLIC RECORDS ACT

- 55.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Section 18.0 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 55.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

56.0 PUBLICITY

- 56.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- The Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press

releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

- 56.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-section 56.0 shall apply.

57.0 RECYCLED BOND PAPER

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

58.0 SUBCONTRACTING

- 58.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 58.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 58.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 58.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract,

notwithstanding the County's approval of the Contractor's proposed subcontract.

- 58.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 58.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 58.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 58.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Contracts Monitor
Contracts Section
Los Angeles County Registrar-Recorder/County Clerk
12400 Imperial Highway, Suite 5115
Norwalk, California 90650

before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Section 59.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon

which the County may terminate this Contract pursuant to Section 61.0 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

60.0 TERMINATION FOR CONVENIENCE

- 60.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 60.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 60.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Section 18.0 (Record Retention and Inspection/Audit Settlement).

61.0 TERMINATION FOR DEFAULT

- 61.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- Contractor has materially breached this Contract; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in

either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 61.2 In the event that the County terminates this Contract in whole or in part as provided in sub-section 62.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-section.
- 61.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Section 58.0 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-section, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 61.4 If, after the County has given notice of termination under the provisions of this Section 61.0, it is determined by the County that the Contractor was not in default under the provisions of this Section 61.0, or that the default was

excusable under the provisions of sub-section 62.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 60.0 (Termination for Convenience).

- 61.5 The rights and remedies of the County provided in this Section 61.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

62.0 TERMINATION FOR IMPROPER CONSIDERATION

- 62.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 62.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 62.3 Among other items, such improper consideration may take the form of cash, discounts, service, provision of travel or entertainment, or tangible gifts.

63.0 TERMINATION FOR INSOLVENCY

- 63.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due,

whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

63.2 The rights and remedies of the County provided in this Section 63.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

64.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

65.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

66.0 VALIDITY

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

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

67.0 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-section 67.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

68.0 WARRANTY AGAINST CONTINGENT FEES

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Section 69.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

71.0 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

72.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

72.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program (SBE), as codified in Chapter 2.204 of the Los Angeles County Code.

72.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local SBE.

72.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local SBE.

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

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

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

73.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

73.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

73.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

73.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or

employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

73.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

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

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

74.0 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

74.1 This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

74.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining

or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

74.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.

74.4 If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

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

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

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

COUNTY OF LOS ANGELES

SOE SOFTWARE CORPORATION

By: _____
DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: _____
AUTHORIZED SIGNATURE

PRINT NAME

TITLE

TAXPAYER ID#

APPROVED AS TO FORM:

MARY C. WICKHAM
Interim County Counsel

By _____
Vicki Kozikoujekian
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

**STATEMENT OF WORK FOR
ELECTION ONLINE TRAINING SYSTEM**

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STATEMENT OF WORK FOR ELECTION ONLINE TRAINING SYSTEM

1.0 INTRODUCTION

This Statement of Work (SOW) defines the scope of Work for the Online Training System to be delivered by Contractor to the County under this Contract. This document also incorporates by reference all Contractor obligations set forth in the body of the Contract. Capitalized terms used herein shall have the meanings set forth in the body of the Contract and if such terms are not defined in the Contract, they shall have the meaning set forth in this SOW.

The County of Los Angeles is the largest election jurisdiction in the United States with close to five million registered voters and approximately 5,000 voting precincts in countywide elections. The Registrar-Recorder/County Clerk (RR/CC) is responsible for conducting statewide elections such as the Gubernatorial Primary and General Elections and the Presidential Primary and General Elections in June and November of even numbered years. In addition to the four statewide elections, the RR/CC conducts Uniform District Elections (UDEL) for school and special districts in November of odd numbered years. The UDEL elections are smaller and have about 1,200 precincts involving about 1.3 million voters. Furthermore, the RR/CC conducts special elections for State, federal, and County vacancies, school districts, and special districts upon request. These elections are generally held on regularly scheduled election dates established by State law.

Election Timetable

- Uniform District Election Law (UDEL) Elections: November of odd numbered years.
- Primary Elections: June of even numbered years.
- General Elections: November of even numbered years.
- Special Elections: scheduled when called.

2.0 BACKGROUND

Election Day pollworkers represent a varied group of community members that range from students, Los Angeles County Employees, adults, and senior citizens, who have the mission “to assist every qualified voter to cast a ballot and to ensure that each ballot is safely secured until it can be counted.” To help achieve this mission, the RR/CC conducts online training during each major election for more than 24,000 election workers who perform critical election tasks at the polling places.

The training should use interactive exercises as well as auditory and visual techniques that deliver the training content to a diverse audience with a wide range of learning styles and create an experience which enhances the learning of its participants on how to appropriately set-up a polling place, process voters, and close the polling place. The large number of federal and state laws, regulations and procedures that pollworkers must comprehend, coupled with the limited number of training hours make it increasingly

difficult for an average election worker to fully learn, understand and successfully run a polling place on election-day, without the benefit of additional reinforcement tools.

The RR/CC is developing a new Ballot Marking Device and voting experience to enhance system security and accessibility. Proposers should note the potential for considerable change to the Department's online training system content and/or needs in relation to the new Ballot Marking Device and voting experience during this contract period.

3.0 SCOPE OF WORK

Contractor will generate and develop a turn-key Online Training "System" that provides training courses, animated videos, animated and/or interactive activities, quizzes/tests, and tracking of User progress. Contractor shall deliver the system software, conversions, related services, and training that Contractor requires to accomplish all the Tasks and Subtasks set forth in the Contract and in this SOW to successfully implement the "System" or "Systems," including, but not limited to, all (a) Application Software, (b) software Updates, (c) file conversion, (d) installation and implementation, (e) post implementation support, (f) technical and end-User training, (g) Custom Programming Modifications, and (h) application hosting services.

The System shall include functions that directly support County pollworker training operations. Contractor shall collect all the training information consisting of, but not limited to, Election Day procedures (Appendix C, SOW Exhibit 1) required to develop the Online Training System. Contractor is responsible for all acts, products, and services required to provide County with a System that is fully functional in accordance with the Technical and Functional Requirements described in Task 2, whether or not the acts, products, or services required to do so are specifically identified as a Task, Subtask, or Deliverable in this SOW or the Contract. Unless otherwise expressly stated, all Work described in this Contract shall be performed by Contractor. Any Subcontractor or Work performed by a Subcontractor will need pre-approval by the County.

Contractor shall use Standard County software (listed below) when preparing Deliverables. Standard software shall be confirmed and revised as necessary in Section 10.0 - Task 1 – Project Plan and Management. Contractor shall provide Deliverables in a file format importable to the Standard County software. County standard software is as follows:

- Microsoft Word 2013 – Word Processing
- Microsoft Excel 2013 – Spreadsheet
- Microsoft PowerPoint 2013 – Project Presentations
- Microsoft Access 2013 – Database Manager
- Microsoft Project 2013 – Project Manager
- Visio Version 2013 – Illustrations, Flowcharts, and Drawings
- Adobe Acrobat Reader – version 11 or higher

4.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Manager for review. The plan shall include, but may not be limited to, the following:

- 4.1 Method of monitoring to ensure that Contract requirements are being met;
- 4.2 A record of all system-related inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 17.0, County's Quality Assurance Plan.

5.1 Scheduled Meetings

Contractor is required to attend scheduled meetings.

5.2 Contract Deficiency Report (Appendix C, SOW Exhibit 4)

Verbal notification of a Contract Deficiency, or issue that the County has observed, will be made to the Contracts Section Manager by the County's Project Monitor as soon as possible whenever a Contract Deficiency is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The Contracts Section Manager will determine whether a formal Contract Deficiency Report (Exhibit 4) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Contracts Section Manager within three (3) work days, acknowledging the reported Deficiencies or presenting contrary evidence. A plan for correction of all Deficiencies identified in the Contract Deficiency Report shall be submitted to the County's Project Monitor and Contracts Section Manager within three (3) work days. Contractor shall resolve Deficiency within five (5) business days after plan of correction is submitted or a time period mutually agreed upon by County and Contractor.

5.3 County Observations

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

6.0 DEFINITIONS

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

- 6.1 "Acceptance" as used herein shall mean County's written approval of any Tasks, subtasks, Deliverables, goods, Services or other Work provided by Contractor to County.
- 6.2 "Acceptance Test" as used herein shall have the same meaning as set forth in Appendix A, Section 12.3 (Acceptance Tests).
- 6.3 "Contract" as used interchangeably herein shall have the same meaning as set forth in Appendix A, Section 1.1 (Contract).
- 6.4 "Contract Deficiency Report" as used herein shall have the same meaning as set forth in Section 5.2 of the Statement of Work (Exhibit B).
- 6.5 "Contractor" as used herein shall have the same meaning as set forth in the Recitals.
- 6.6 "Contractor's Project Director" as used herein shall have the same meaning as set forth in Appendix A, Section 4.1 (Contractor's Project Director).
- 6.7 "Contractor's Project Manager" as used herein shall have the same meaning as set forth in Appendix A, Section 4.2 (Contractor's Project Manager).
- 6.8 "Core Application Software" as used herein shall mean all Core Application Software, modifications, custom programming modifications supplied by Contractor pursuant to this Contract.
- 6.9 "County" as used herein shall have the same meaning as set forth in the Recitals.
- 6.10 "County's Project Director" as used herein shall have the same meaning as set forth in Appendix A, Section 3.1 (County's Project Director).
- 6.11 "County's Project Manager" as used herein shall have the same meaning as set forth in Appendix A, Section 3.2 (County's Project Manager).
- 6.12 "County's Project Monitor" as used herein shall have the same meaning as set forth in Appendix A, Section 3.3 of this Contract. Responsibility includes, but is not limited to, inspections of any and all tasks, deliverables, goods, services and other Work provided by the Contractor.
- 6.13 "Custom Programming Modifications" as used herein shall mean those software modifications, object code and related Documentation which County may request,

and which Contractor shall provide, in accordance with Exhibit A (Statement of Work).

- 6.14 "Day or Days" whether capitalized or not, shall mean calendar day(s), not business or working days, unless otherwise specified.
- 6.15 "Deficiency(ies)" as used herein shall mean have the same meaning as set forth in Appendix A, Section 9.0 (Deficiencies).
- 6.16 "Deliverable" as used herein shall mean the completed Tasks, subtasks, and/or other services identified in Exhibit B (Statement of Work) provided by Contractor under this Contract.
- 6.17 "Department of Registrar-Recorder/County Clerk" or "RR/CC" as used herein shall have the same meaning as set forth in the Recitals.
- 6.19 "Documentation" as used herein shall mean any and all written materials, including User manuals, operating manuals, quick reference guides, training materials, and all other User instructions regarding the capabilities, operations, installation for and support of the System Software.
- 6.20 "Effective Date" as used herein shall mean the date on which this Contract has been executed by an authorized representative of the Contractor has been approve by the Board.
- 6.21 "Election" as used herein shall mean any Federal, State or local election conducted by County or its designees.
- 6.22 "Election Day" as used herein shall mean the date of any Election as determined by County, or its designee, or applicable Federal or State authorities.
- 6.23 "Interface(s)" as used herein shall mean any System Software, including source code, object code and related Documentation, required to complete the interface(s) between such and any required County software programs.
- 6.24 "Maintenance and Support Services" as used herein shall have the same meaning as set forth in Appendix A, Section 11.1 (Maintenance and Support Services).
- 6.25 "Online Pollworker Training System Election Plan" as used herein shall contain updates per County and/or Contractor necessary to the Election Online Training System for County use prior to each major election.
- 6.26 "Online Pollworker Training System Implementation Plan" as used herein shall mean Contractor's written plan to provide, implement, monitor and ensure the services required by this Contract are received by County accordingly.
- 6.27 "Registrar-Recorder/County Clerk" as used herein shall mean the Department Head of the Department of the Registrar-Recorder/County Clerk.

- 6.28 "Reports" as used herein shall have the same meaning as set forth in Appendix A, Section 5.3.
- 6.29 "Specifications" as used herein means all functional operation requirements, features, standards and deliverables as set forth in the Contract and SOW, and any approved Work order for Other Professional Services, including Custom Programming Modifications.
- 6.30 "Statement of Work" or "SOW" as used herein shall mean Appendix B attached to this Contract, which includes Tasks, subtasks, and Deliverables required under this Contract.
- 6.31 "Status Report" as used herein shall have the same meaning as set forth in the SOW.
- 6.32 "Subcontractor" as used herein shall mean any person, entity, or organization to which Contractor proposes to delegate or has delegated any of its obligations hereunder in accordance with Appendix A, Section 58.0 (Subcontracting).
- 6.33 "System" as used herein shall mean all System Software, conversions, Interfaces, and Services described in this Contract and as otherwise agreed to in writing by Contractor and County pursuant to Appendix A, Section 7.0 (Amendments), collectively comprising the System Software.
- 6.34 "System Software" as used herein shall mean all Software supplied by Contractor pursuant this Contract. References to the System Software may include one or more components or modules thereof or all System Software in the System.
- 6.35 "Task" as used herein shall mean one or more major areas of Work to be performed under this Contract and identified as a numbered Task in the SOW.
- 6.36 "Term" as used herein shall have the same meaning as set forth in Appendix A, Section 6.0 (Term of Contract)
- 6.37 "Updates" as used herein shall have the same meaning as set forth in Appendix A, Section 11.2 (Updates).
- 6.38 "User" as used herein shall mean any person or entity authorized by RR/CC to access or use the System.
- 6.39 "Work" as used herein shall mean any and all Tasks, subtasks, Deliverables, Custom Programming Modifications, goods, and other Services performed by or on behalf of Contractor (including by Subcontractors, if any) pursuant to this Contract, the SOW and all the Exhibits, change orders, and amendments hereto.

7.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities include, but are not limited to, the following:

COUNTY

7.1 Personnel

The County will administer the Contract according to the Contract, Section 3.0, County Administration of Contract. Specific duties will include:

- 7.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 7.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 7.1.3 Preparing Amendments in accordance with the Contract, Paragraph 7.0, Amendments.

CONTRACTOR

7.2 Contractor's Project Manager

- 7.2.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to Contractor's Project Manager during all hours, 365 days per year. Contractor shall provide telephone numbers and email addresses where Contractor's Project Manager and designated alternate may be reached on a twenty-four (24) hour per day basis.
- 7.2.2 Contractor's Project Manager shall act as a central point of contact with the County.
- 7.2.3 Contractor's Project Manager shall have at least three (3) years of experience in the development and management of a web-based Training System.
- 7.2.4 Contractor's Project Manager or designee shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract.
- 7.2.5 Contractor's Project Manager or designee shall be able to effectively communicate in English, both orally and in writing.

7.3 Personnel

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

7.3.2 Contractor shall be required to background check their employees as set forth in sub-paragraph 4.5 – Background and Security Investigations, of the Contract.

7.4 Uniforms/Identification Badges

7.4.1 Contractor employees assigned to County facilities shall wear professional business attire or appropriate uniform at all times. All uniforms, as required and approved by the Director or designee, will be provided by and at Contractor's expense.

7.4.2 Contractor shall ensure their employees are appropriately identified as set forth in sub-section 4.4 – Contractor's Staff Identification, of the Contract.

7.5 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

8.0 WORK SCHEDULES

8.1 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to County's Project Manager for review and approval within three (3) work days prior to scheduled time for Work.

9.0 UNSCHEDULED WORK

9.1 County's Project Manager or his designee may authorize the Contractor to perform unscheduled Work, including, but not limited to, repairs and replacements when the need for such Work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.

9.2 Prior to performing any unscheduled Work, the Contractor shall prepare and submit a written description of the Work with an estimate of labor and materials. If the unscheduled Work exceeds the Contractor's estimate, the County's Project Director or his designee must approve the excess cost. In any case, no unscheduled Work shall commence without written authorization.

- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact the County's Project Director for approval before beginning the Work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to the County's Project Director within five (5) working days after completion of the Work.
- 9.4 All unscheduled Work shall commence on the established specified date. Contractor shall proceed diligently to complete said Work within the time allotted.
- 9.5 The County reserves the right to perform unscheduled Work itself or assign the Work to another Contractor.

10.0 SPECIFIC WORK REQUIREMENTS

TASK 1: PROJECT PLAN AND MANAGEMENT

Project planning and an event management process are critical to track time-sensitive events that if not properly executed may compromise delivery of the Online Training System. A comprehensive and detailed plan shall be developed by Contractor and delivered to County. This plan shall be known as Online Pollworker Training System Implementation Plan ("Plan"). The Plan shall incorporate all Contractor tasks and subtasks listed in the Contract, SOW, and any amendments to the Contract. All Deliverables require written *acceptance* and approval by the County in accordance with the Contract before they shall be considered complete.

A Task/Deliverable Acceptance Certificate (Appendix C, SOW Exhibit 3) is to be sent to both County's Project Manager and County's Project Director for the County's Project Director's signoff for each Deliverable in each Subtask below. The Task/Deliverable Acceptance Certificate should already be signed by Contractor's Project Director prior to being sent to County. The following Tasks, associated Subtasks, and Deliverables, shall be addressed in the Project Management Plan (Project Plan) prepared pursuant to Task 1 (Project Management Planning):

1.1 Online Pollworker Training System Implementation Plan:

1. Contractor shall submit a document that describes discrete planning steps and methodology for preparing the Election Online Training System for County use between five (5) and fourteen (14) days of County's notification of contract approval by the Board of Supervisors. **Contractor should note that completion and final testing of system implementation is expected by April 1, 2016 to meet the Department's training schedule for the June 7, 2016 Presidential Primary Election.** This document will be known as the Online Pollworker Training System Implementation Plan and shall contain administrative, operational, and technical procedures for preparing and loading the System with County's data.

2. Within five (5) days of the delivery of each Online Pollworker Training System Implementation Plan, Contractor's Project Manager shall meet with County's Project Director, County's Project Manager, and County's Project Monitor to review the Deliverables and discuss any issues prior to moving forward with the project implementation. County shall have final approval of the Plan. County will oversee Contractor's progress based on the approved Plan, the Contract, SOW, and amendments to the Contract.
3. Name of Contractor's staff who will be assigned as the on-site Contractor's Project Manager. Contractor's Project Manager shall have at least three (3) years of experience managing a web-based Training System for greater than 20,000 Users.
4. A list of Contractor Staff who will be assigned to provide onsite and/or offsite support for the following areas: a) Operations b) Administrative and c) Technical. Include a short description of duties and responsibilities for each staff member.
5. Contractor's Project Manager to be responsible for coordinating technical preparation, content production and oversee the project and Work hand in hand with the assigned County point of contact to guarantee all expectations are met.
6. Contractor shall conduct weekly conference calls with the County's Project Director or his designee to discuss in detail the deliverables of the week, to keep the project Online Training Timeline (Appendix C, SOW Exhibit 2) on track and to assist with any issues, questions or concerns regarding the deliverables as well as steps needed to approve the deliverables to move forward with the project.
7. Contractor shall deliver weekly executive summary reports indicating the status of critical tasks, action items, and any constraints that may delay timely completion of milestones. Reports shall include an action plan that lists recommended solutions and alternative actions if expected resolution dates exceed legally mandated deadlines.
8. All communications will be conducted through Contractor's Project Manager and County's Project Director or designee.
9. A list of Contractor's milestones, tasks and subtasks required to successfully support the Online Training System. Include a Gantt chart that lists all tasks and dependencies, start and end dates, and responsibility assignments. At a minimum, include all Tasks, Subtasks, and Deliverables in the Contract, SOW, and amendments to the Contract as well as a list of risks and risk mitigation strategies.
10. A recommended list of tasks and subtasks to be executed by the County as determined by Contractor after review and approval by County's Project Director.
11. A list of County approved Subcontractors that will be used by Contractor (including address, phone number, and main contact person) and a description of services that Subcontractors will provide. County approval shall be obtained prior to any Subcontractor performance of the Contract.

12. A list of procedures for transfer or input of internal County business rules or processes to the database, electronic files between the County and the Contractor that will be used to support the Online Training System, as well as a preliminary schedule, responsibility assignments, and estimated completion dates. The preliminary schedule shall be reviewed and approved by the County before it is considered final.
13. A list of resources required by Contractor, to be provided by County, to successfully support the Online Training System. Resources may include, but are not limited to office space and printers.
14. A list of dates and location of periodic meetings that are to be held to review the Plan and report on status of critical tasks. Include an agenda and minutes for each meeting. County shall be responsible for overall oversight and control of Task identified in the Contract, SOW and amendments to the Contract. Contractor shall manage and coordinate all Tasks and Subtasks listed in the Plan. Contractor shall provide sufficient staff to complete its assigned Tasks and Subtasks as described in the Plan and report progress to County's Project Director in writing. Any changes to the Plan must be reviewed and approved by the County's Project Director. Such approval will not be unreasonably withheld.
15. Contractor shall deliver fully developed System Software specific to County's current election procedures and election calendar.
16. At the sole option of County's Project Director, each System component shall be subject to an Acceptance Test. County shall develop and use test scripts to test each functional requirement listed in Tasks 2. Each test script shall identify the expected results and performance of each function being tested and County will determine if the function is being executed correctly. Contractor shall assist County staff in executing test scripts and provide information to facilitate completion of System Acceptance Testing. County shall have the option of requesting either onsite or remote assistance from the Contractor and shall have the sole discretion of the most effective method of support delivery. System acceptance and certification shall be approved by County's Project Director or designee when functional requirements have been met.

1.2 Online Pollworker Training System Election Plan:

1. Post implementation, Contractor shall submit a similar document to the one described above at mutually agreed upon dates by County and Contractor throughout the contract **prior to each election**. This document will be known as the Online Pollworker Training System Election Plan and shall contain updates per County and/or Contractor necessary to the Election Online Training System for County use prior to each major election throughout the life of the contract.

2. Within five (5) days of the delivery of each Online Pollworker Training System Election Plan, Contractor's Project Manager shall meet with County's Project Director, County's Project Manager, and County's Project Monitor to review the Deliverables and discuss any issues prior to moving forward with the project. County shall have final approval of the Plan. County will oversee Contractor's progress based on the approved Plan, the Contract, SOW, and amendments to the Contract.

1.3 Project Phases:

1. Phase I - Data Collection: Contractor shall obtain from County a list of Election worker tasks.
2. Phase II - Implementation Process: Contractor shall customize the Plan for the County. This includes predecessor and successor tasks and all federal and California statutory requirements.
3. Phase III – Approval and Review: County shall submit training information to contractor to develop online training content. Contractor shall meet with County to present draft of product for review. County shall request changes and/or edits to Contractor and Contractor shall make the changes and deliver a final document to County within 48 hours of receipt of the edits. This phase culminates with a final Plan.
4. Phase IV - Testing: At the sole option of County's Project Director, each System component shall be subject to an Acceptance Test. County shall develop and use test scripts to test each functional requirement listed in Task 2. Each test script shall identify the expected results and performance of each function being tested and County will determine if the function is being executed correctly. Contractor shall assist County staff in executing test scripts and provide information to facilitate completion of System Acceptance Testing.
5. Phase V – Signoff Process: County's Project Director will then sign off on Contractor's Implementation Plan.

1.4 Major Milestones:

The Plan shall be prepared using Microsoft Project (or County approved substitute) and describe high level milestones. Upon the Effective Date of the Contract, Contractor shall create and County shall review and revise timeline (Exhibit B) for each election to ensure that County critical needs are met.

1.5 Task 1 Deliverables

- 1.5.1 Contractor prepares the Online Pollworker Training System Implementation Plan in compliance with Project Management specifications set forth above and delivers it to County.

The Online Pollworker Training System Implementation Plan must include the following documents:

- a. List of major tasks and subtasks with corresponding dependencies and their associated estimated completion dates;
 - b. List of milestones and projected completion dates;
 - c. A timeline graphical overview of the project schedule;
 - d. Gantt Chart of the project schedule;
 - e. List of resources (people, equipment, and materials) and their corresponding calendar of availability during project's duration.
- 1.5.2 Documentation that describes the implementation process, data collection, loading procedures, and Test Plan in detail.
- 1.5.3 Contractor prepares each Online Pollworker Training System Election Plan in compliance with Project Management specifications set forth above and delivers it to County at mutually agreed upon dates by County and Contractor throughout the contract prior to each election.

TASK 2: TECHNICAL REQUIREMENTS AND FUNCTIONAL REQUIREMENTS SPECIFICATIONS

Technical Requirements

The County operates a Microsoft Windows 2008 Server domain server environment using TCP/IP as the primary network protocol. County software standards require the use of Microsoft products including but not limited to a) office productivity applications, b) operating systems (server and desktops), c) database management software, d) internet platforms, and e) software development tools. Unless there is a compelling requirement that can only be met by non-Microsoft products, exceptions can be given for a narrow range of applications. The System that shall be delivered under the Contract and this SOW must be web-enabled and developed using Microsoft's .NET framework, C #, and Active Server Pages. NET (ASP.NET).

System shall be compatible with the SCORM standard. SCORM is a set of technical standards for e-learning software and is the de-facto industry standard for e-learning interoperability. Specifically, SCORM governs how online learning content and Learning Management Systems (LMS) communicate with each other. SCORM *does not* speak to instructional design or any other pedagogical concern. It is purely a technical standard. Contractor shall ensure that all System software (including non-Microsoft third party components) and other Work hereunder are compatible with County's existing IT infrastructure.

Functional Requirements Specifications

Subtask 2.1 - Online Training

Contractor shall provide hosted application services that allow County to deliver web-enabled election training programs to internal and external customers (e.g. pollworkers).

The training programs shall include functionality that allows inclusion of audio, video, flash, animated exercises, animated quizzes/tests and other industry-standard multimedia tools in the design and delivery of curriculum that needs to be specifically targeted for an adult-learner audience. Contractor shall deliver the System as a hosted solution with identified options for possible local hosting at a mutually agreeable date in the future. The required functionality for the System shall include, but is not limited to, the following:

2.1.1 Functional Requirements:

2.1.1.1 Contractor is responsible for creating, developing and updating training content for the Online Training System. Contractor shall schedule a meeting with County to present a complete Online Training product for review and approval. Session shall incorporate built-in assessments to ensure retention of information. Each online training session shall incorporate built-in assessments that provide monitoring of each User and the User's understanding of the information presented. County shall own content created by contractor and at any time may request content from Contractor.

2.1.1.2 Each online training session listed below shall have the ability for the content to be customized or modified by the contractor for each new Election or as needed by County prior to an Election. Such customizations or modifications to training content shall not incur additional costs to County. County shall have the option of requesting either onsite or remote assistance from the Contractor to complete such customizations or modifications.

Online Training shall include, but not be limited to, the following:

A. POLLWORKER:

a. Inspector duties, which include, but are not limited to: Procedures for receiving and verifying supplies and delivery before Election; contacting Coordinator prior to Election day; coordinating job duties at polls; equipment operation; setting up polling place; assisting voters; and closing procedures.

b. Clerk duties, which include, but are not limited to: Election day procedures, including procedures for roster of voters, street index supplemental roster, provisional voting, Vote By Mail (VBM) voter, demonstrating voting method, closing procedures including ballot inspection and Election day problems and equipment operation at the Polls.

B. COORDINATOR: Correct polling place setup and operation (similar to pollworker training); coordinator duties including monitoring polling locations and completing assessment form.

C. ELECTION NIGHT WORKERS: Training consists of overview of voting process; overview of poll closing procedures; detailed explanation of the election items and contents (ballot statement, precinct header card, ROV

card, audio ballots, damaged ballots, ballots with write-ins and voted ballots); procedures for opening and processing ballot box contents.

D. TRAINERS: Correct polling place setup and operation; procedures for training equipment setup and operation; procedures for vehicle use.

E. CHECK-IN-CENTER STAFF (CIC): Correct CIC setup and operation; procedures for distributing and receiving election materials and supplies; procedures for vehicle use.

F. EMPLOYEE ORIENTATION: An overview of Election functions performed by the Election bureau including voter registrations, processing VBM voters, sample ballot design, candidate filing procedures, pollworker recruiting, polling place recruiting, service center operations including Election supply assembly and distribution, and pollworker training.

2.1.1.3 System shall be capable of providing a scalable platform capable of training additional staff or additional responsibilities.

2.1.1.4 System must appeal to all adult learning styles through the utilization of multi-media (video, voice, animation, flash based exercises, images, and more).

2.1.1.5 System shall provide in-depth, customized video of voting equipment set up, maintenance, and break down.

2.1.1.6 System's content must contain County and State approved curriculum.

2.1.1.7 System must be capable of hosting a minimum of 30,000 Users at the same time.

2.1.1.8 System shall be capable of incorporating existing Election training tools such as Power Point presentations and videos into the online training.

2.1.1.9 System's interface and design shall remain consistent throughout and shall navigate Users easily through the entire training with component titles, dynamic text, help screen, demonstration animations, etc.

2.1.1.10 System shall include animated and/or interactive activities throughout the modules and be capable of adding additional interactive activities, if requested, at no additional cost to County (drag-and-drop activities, sound, animated quizzes/tests, animated buttons/characters, etc.)

2.1.1.11 System shall allow the User to download and print documents, lessons and files.

2.1.1.12 System shall have the ability to maintain back-up files for future revisions.

2.1.1.13 System shall be accessible to Users through mobile devices, such as tablets and smartphones.

- 2.1.1.14 System shall have the ability to track and report on Election worker progress as they move through the program (assessment scores, courses completed, classes remaining, etc.).
- 2.1.1.15 System shall have the capability of modifying training content to meet the needs of a new voting system.
- 2.1.1.16 System shall be able to produce certificate of completion upon successful completion of the Online Training program.
- 2.1.1.17 System shall include a web-based classroom scheduling function allowing Users to schedule, reschedule, and update their class room training sessions.
- 2.1.1.18 Contractor shall provide two (2) electronic copies (PDF format) of the Online Training User's Guide on a CDR or DVD-R, which may be printed or duplicated by the County as needed. Contractor shall provide updated operators User's Guides and systems documentation if revisions have been made to any part of the System Software. Documentation of System revisions and its impact to current procedures (as described in the training guide) shall be delivered via email to County prior to implementation of such changes.
- 2.1.1.19 Contractor shall provide two (2) electronic copies (PDF format) of the final Online Training content after every election in a PDF document and on a CDR which may be printed or duplicated by the County as needed.
- 2.1.1.20 Contractor shall provide at least seven (7) deliverables every election for the Online Pollworker Training Implementation Plan to include:
 - a. Training curriculum outline;
 - b. Concept and design template with corresponding style sheet;
 - c. Training content with animated and/or interactive exercises;
 - d. Content broken down to each lesson and module;
 - e. Test bank questions and answers;
 - f. Survey types and questions, assets for review, keywords;
 - g. Certificate template.

2.2 Task 2 Deliverables

- 2.2.1 Contractor delivers, installs, and provides written certification that all System Components are functioning according to specifications listed in Subtask 2.1.

TASK 3: HOSTING AND SECURITY REQUIREMENTS

- 1. Internet inbound\outbound access bandwidth must be capable of scaling up to allow simultaneous access for 30,000 users.
- 2. Hit counter, uptime, and bandwidth usage histograms or similar reporting tools.

3. 99.9% uptime and application availability. A schedule of required maintenance windows must be submitted to the RRCC annually no later than two weeks prior to the start of each calendar year. If scheduled maintenance work conflicts with election training cycles, the RRCC will submit a change request and Contractor must make arrangements to adjust maintenance schedules so that they are not in conflict with RRCC's pollworker training program.
4. Diverse high speed OC-192 paths to the Internet with automatic IP address block rerouting (BGP4).
5. Full redundancy on all infrastructure and network support systems.
6. Disaster recovery/business resumption plan and timeframes to recover in the event of a system failure. RRCC requires that the backup online training platform is restored to full service within two hours of a system failure.
7. Options for post-implementation and local hosting of applications at the option of the County.
8. County shall have access to system or application logs to verify compliance with hosting and security requirements. County shall provide 24-hour notice when requesting access to such logs.

3.1 Task 3 Deliverables

- 3.1.1 Contractor provides written certification that the appropriate infrastructure (software) has been established, tested, and verified to meet County's requirements listed in Task 3.

TASK 4: SUPPORT AND MAINTENANCE SERVICES

Subtask 4.1 - Core Application Software Upgrades

Updates shall include operating system and third party software security patches that mitigates known or discovered critical vulnerabilities. Core Application Software updates or revisions may result from new laws mandated by State or Federal statutes. County may also require changes to Core Application Software to meet internal needs.

Subtask 4.1 Deliverables

- 4.1.1 Contractor shall provide Core Application Software Updates or revisions to County as soon as they become available.

Subtask 4.2 - Technical Support

Contractor shall establish a technical support service to manage and track any technical problems and failures encountered by County. Contractor shall provide County with a 24

hours a day, 7 days a week toll free telephone number. Problems reported to the technical support service shall be categorized into severity levels and Contractor shall respond according to the severity level of the problem. County shall make the determination of what severity level to assign to each problem reported to the technical support service. The list below shows definition of each severity level and the level of response required from Contractor.

Severity Levels

Severity Level 1: System failure results in suspension of critical task, job, or operation.

Severity Level 2: System failure is limited to a specific module and alternate method is available to execute task, job, or operation.

Severity Level 3: System failure is informational in nature and can be resolved by modifying procedures.

Response Levels

Severity Level 1: Requires response within one (1) hour during election critical period (24 hours a day, 7 days a week) which runs 40 days prior to the election and Election Day. County expects qualified technician to remotely support the Work and immediately resolve problems as they may occur. Diagnosis and prognosis of the problem should occur within two hours. At County's sole discretion, service credits in the amount of \$250 may be assessed for each problem not resolved within five hours after initial problem report. .

Severity Level 2: Requires response within two (2) hours during normal business hours (Monday through Friday, 8 a.m. to 5 p.m. Pacific Time). Diagnosis and prognosis of the problem should occur within one work day. Problem resolution should occur within two days. Problems reported after business hours and weekends shall be processed the next business day. At County's sole discretion, service credits in the amount of \$100 may be assessed for each problem not resolved within the specified timeframe.

Severity Level 3: Requires response within four (4) hours during normal business hours (Monday through Friday, 8 a.m. to 5 p.m. Pacific Time). Diagnosis and prognosis of the problem should occur within two work days. Problem resolution should occur within one week. Problems reported after business hours and weekends shall be processed the next business day. At County's sole discretion, service credits in the amount of \$50 may be assessed for each problem not resolved within the specified timeframe.

Subtask 4.2 Deliverables

4.2.1 Contractor will provide 24/7 technical support service via toll free telephone number and technical support response within the required timeframes.

Subtask 4.3 - Status Reports

Each problem reported to the technical support service shall be tracked by Contractor until it has been resolved. Contractor shall make available reports containing the date problem was reported, the description, severity level, status, staff person assigned to resolve problem, and date problem resolved throughout the life of the contract. County may request such reports at any time during normal business hours and for any period (by day, week, month, or year). Contractor shall provide status report within one (1) business day of County's request.

Subtask 4.3 Deliverables

4.3.1 Contractor shall provide status reports with specified detail as requested by County within one (1) business day.

Subtask 4.4 – Operational Support

Contractor shall provide operational support on any issues related to System usage via phone, email or web service during the County's normal business hours during the term of this Contract. "Operational Support" means Contractor employees shall provide assistance to Election Training staff and Technical Staff and not directly to precinct officials or other end-Users.

Subtask 4.4 Deliverables

4.4.1 Contractor shall ensure that necessary staffing and resources are available and dedicated to County for the purpose of providing operational support services. Contractor shall provide operational support via phone, email, video conference call, web service, or through other agreed upon device or software. Contractor shall provide names and contact numbers of the individuals who will be assigned to support to County no later than 140 days before Election Day.

TASK 5: OPERATIONAL TRAINING

Subtask 5.1 –Training

Contractor shall provide System training classes as specified in the Project Plan that will be prepared in Task 1 - Project Plan and Management, and shall provide technical training classes for selected County technical staff.

County will provide the classroom, projection system, and personal computers to facilitate on-site training. Contractor shall supply original training materials including but not limited to: (1) work books, (2) User manuals, (3) visual aids, (4) charts, and (5) lessons. County will reproduce materials as necessary. Contractor shall provide an electronic copy (PDF format) of the training materials on a CDR or DVD-R, which may be printed or duplicated by the County as needed.

Throughout the Term of the Contract, Contractor shall provide additional training as County's Project Director deems necessary to adequately train County staff and other Users. Such additional training shall be at the rate specified in Exhibit B (Price Schedule).

Subtask 5.1 Deliverables

5.1.1 Provide System training classes.

5.1.2 Provide training for County technical staff.

5.1.3 Contractor provides training for no less than four (4) Technical System Administrators and conducts a minimum of five (5) training sessions at a designated County training facility for up to 20 Election Trainers.

TASK 6: POST IMPLEMENTATION CUSTOM PROGRAMMING MODIFICATIONS

Contractor shall provide Custom Programming Modifications, including, but not limited to: additions, deletions, or modification of application software functions, changes to current System outputs, new reports, modified reports and new screens.

Each Custom Programming Modification shall be provided in accordance with the following procedures:

Subtask 6.1 - System Design Report

1. For each Custom Programming Modification, County will submit a completed Custom Programming Modification Request ("CPMR") form, (Appendix C, SOW Exhibit 5) to Contractor. Each CPMR must be approved in writing by County's Project Director.
2. Within ten (10) working days of Contractor's receipt of County's CPMR, Contractor shall develop a functional description for the Custom Programming Modification. The functional description shall be sent to County's Project Director, with a copy to County's Project Manager, and shall include: (1) a description of the requested Custom Programming Modification, (2) a not-to-exceed cost estimate of the requested Custom Programming Modifications and (3) the expected duration of the Custom Programming Modification implementation. Within ten (10) days of receipt of the functional description, County's Project Director will return the approved or disapproved functional description to Contractor.
3. The estimated cost for the Custom Programming Modification as included in the functional description shall be computed at the fixed hourly rate set forth in Exhibit B, Pricing Schedule, of the Contract, multiplied by the estimated number of hours to implement the Custom Programming Modification (develop, test, document, certify, install and train). Within ten (10) days of receipt of the functional description, County's Project Director will return the approved or disapproved functional description to Contractor.

4. If County does not return the approved or disapproved functional description to Contractor within ten (10) days, Contractor may give County written notice of cancellation of the functional description effective ten (10) days following the expiration of such ten (10) day period. County may request an extension within such ten (10) days.
5. When Contractor receives County's approval of Contractor's functional description, Contractor shall analyze County requirements in detail and shall prepare for each CPMR a System Design Report ("SDR").
6. Within ten (10) working days of receipt of the approved functional description from County, Contractor shall provide a delivery date for the SDR. Such delivery date shall occur no later than twenty (20) days following Contractor's receipt of County's approved functional description, unless otherwise agreed to in writing by Contractor's Project Director and County's Project Director.
7. The SDR shall take into account all existing system software and previously approved SDRs.
8. Each SDR shall include the following and any other items mutually agreed by County and Contractor:
 - a. Design specifications, which must address and be consistent with County-approved requirements for the Custom Programming Modification;
 - b. Database impact;
 - c. User impact;
 - d. Dictionary impact;
 - e. Report impact;
 - f. Documentation impact;
 - g. Training impact;
 - h. Wide Area Network impact;
 - i. Special considerations, such as impact on current and future processing performance;
 - j. A quotation of a total firm fixed price, in accordance with the fixed hourly rate set forth in Exhibit B (Pricing Schedule) by Contractor's total number of hours for all Work related to the Custom Programming Modification (including, but not limited to, all Work described in Subtask 6.2 (Custom Programming Modification Development, Testing, Certification, Documentation and Installation) and Subtask 6.3 (Custom Programming Modification Training Plan and Updated Training Materials), subject to change if Custom Programming Modification specifications change;
 - k. Estimated time for completion;
 - l. Estimated time to complete any Interfaces; and
 - m. Estimated time for completion of any automated conversion programs.
9. Within fifteen (15) working days of County's Project Director's receipt of the SDR, County's Project Director will approve, reject, or conditionally disapprove the SDR.

Contractor shall, with County's Project Director's concurrence and consent, revise and resubmit any conditionally disapproved SDR. Within ten (10) working days of County's approval of the SDR, County's Project Director shall notify Contractor whether to begin development and implementation of the Custom Programming Modification, unless such period is extended as agreed in writing by Contractor's Project Director and County's Project Director.

Any changes or revisions to the County-approved SDR shall be mutually agreed to in writing by Contractor's Project Director and County's Project Director. The approved SDR, including any agreed changes and revisions, shall be the basis for Contractor's development of the Custom Programming Modification.

As part of the Custom Programming Modification, Contractor shall develop and deliver: (1) all object code and related documentation for the Custom Programming Modification and any other impacted Application Software, (2) all documentation and procedures necessary to maintain the System, including, but not limited to, compilation instruction/assembly instructions and generated listings for all Interfaces to any interfacing systems, and (3) all data files and their record layouts for all Interfaces to any interfacing systems.

Subtask 6.1 Deliverables

6.1.1 Develop and deliver a functional description for each CPMR.

6.1.2 Prepare System Design Report for each CPMR.

6.1.3 Develop and deliver all object code and related documentation for the Custom Programming Modification and any other impacted Application Software, (2) all documentation and procedures necessary to maintain the

System, including, but not limited to, compilation instruction/assembly instructions and generated listings for all Interfaces to any interfacing systems, and (3) all data files and their record layouts for all Interfaces to any interfacing system.

Subtask 6.2 - Custom Programming Modification Development, Testing, Certification, Documentation and Installation

1. Contractor shall develop, test, certify readiness of, document, conduct system demonstration for County acceptance, and install for production use each Custom Programming Modification in accordance with the County-approved System Design Report.
2. At the sole option of County's Project Director, each Custom Programming Modification shall be subject to an Acceptance Test. County shall develop and use test scripts to test each basic functional requirement. Each script shall identify the expected results of each function being tested and RR/CC will determine if the function is executing correctly

3. Contractor shall provide Updates to the documentation applicable to the Custom Programming Modification and shall also provide written instructions and demonstration on the use of each Custom Programming Modification.

Subtask 6.2 Deliverables

- 6.2.1 Provide certification of completion, updated documentation, and/or written instructions and demonstration on the use of each CPMR.

Subtask 6.3 - Custom Programming Modification Training Plan and Updated Training Materials

For each Custom Programming Modification that Contractor determines and County agrees, will require additional training, Contractor shall provide a training plan for County review and written approval by County's Project Director and/or County's Project Manager. Contractor shall provide updated inserts for the System training materials and hands-on training classes for designated County staff within two (2) weeks of the modification.

Subtask 6.3 Deliverables

- 6.3.1 Develop a training plan and updated training materials for approved Custom Programming Modification requiring additional training.

TASK 7: ONLINE TRAINING SYSTEM REVIEW AND EVALUATION

Contractor shall work with County to conduct a formalized review and evaluation of the Online Training System within two weeks of the completion of every election. Contractor shall work with County to compile and perform requested modifications to the System as they pertain to front end (User Interface) usability, functionality, agreed upon reports, and general application usability.

Task 7 Deliverables

Each review and evaluation shall be provided in accordance with the following procedures:

- a. Contractor shall submit written Post Election Review and list of recommended process/procedural changes to improve System operations.
- b. Contractor shall execute County approved System modifications specified and listed in the Post-Election Review.

11.0 GREEN INITIATIVES

- 11.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

11.2 Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement and each corresponding year around the time of the execution date (if applicable).

12.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart (Appendix C, SOW Exhibit 6) lists required services that will be monitored by the County during the term of this Contract.

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

PRICING SCHEDULE

ITEM DESCRIPTION	TOTAL COST *
Tasks and Deliverables Total (Exhibit 14, Page 2)	\$
SUBTOTAL	\$
Support and Maintenance Services (Initial Term) Year 1	\$
Support and Maintenance Services (Initial Term) Year 2	\$
Support and Maintenance Services (Initial Term) Year 3	\$
Support and Maintenance Services (Initial Term) Year 4	\$
Support and Maintenance Services (Initial Term) Year 5	\$
Support and Maintenance Services (Option Term) Year 6	\$
Support and Maintenance Services (Option Term) Year 7	\$
Support and Maintenance Services (Option Term) Six Months	\$
Pool Dollars	\$
OTHER (Please specify with line item expenses)	
TOTAL CONTRACT SUM	\$
Hourly Rate for Custom Programming Modifications	\$

* Includes all applicable taxes

TASKS AND DELIVERABLES

Task	SOW Deliverables	Title	Cost
1.0		PROJECT PLANNING AND MANAGEMENT	
1.4	1.4.1	Delivery of Project Plans.	\$
1.4	1.4.1	Documentation.	\$
2.0		TECHNICAL REQUIREMENTS AND FUNCTIONAL REQUIREMENTS SPECIFICATIONS	
2.2	2.2.1	Contractor certification and County acceptance that all System components functioning according to specifications. System Software/Access License included.	\$
3.0		HOSTING AND SECURITY REQUIREMENTS	
3.1	3.1.1	Contractor Certification and County Acceptance that established infrastructure has been tested and meets requirements.	\$
4.0		SUPPORT AND MAINTENANCE SERVICES	
4.1	4.1.1	Core Application Software updates and training.	\$
4.2	4.2.1	Provide 24/7 technical support services for telephone support within required timeframe.	\$
4.3	4.3.1	Provide Status Reports	\$
4.4	4.4.1	Provide onsite operation support.	\$
5.0		OPERATIONAL TRAINING	
5.1	5.1.1	Provide system training classes.	\$
5.1	5.1.2	Training to technical support.	\$
5.1	5.1.3	Provide training to no less than required in the Agreement.	\$
	Tasks 1.0 through 5.0 TOTAL:		\$
6.0		POST IMPLEMENTATION CUSTOM PROGRAMMING MODIFICATIONS	
6.1	6.1.1	Develop and deliver functional description for each Custom Programming Modification Request (CPMR).	N/A
6.1	6.1.2	Prepare System Design Report for each CPMR.	N/A
6.1	6.1.3	Develop and deliver all object code for the CPMR as well as documentation and procedures necessary to maintain System; provide certification on the use of each CPMR.	N/A
NOTE: Section 6.0 percentages are estimates. The total cost per modification will be on services provided as requested by County per the Statement of Work (SOW) plus Contractor's \$___ hourly rate (Exhibit B Price Schedule).			
	Item 6.0 TOTAL:		\$
7.0		ONLINE TRAINING SYSTEM REVIEW AND EVALUATION	
7.1	7.1.1	Post-Election Reviews and recommended process/procedural changes.	\$
7.1	7.1.2	Complete System modifications listed in Post-Election Reviews.	\$
	Item 7.0 - Programming Modification TOTAL:		\$
TASK AND DELIVERABLES TOTAL:			\$

COUNTY'S ADMINISTRATION

COUNTY PROJECT DIRECTOR:

Name:
Title:
Address:

Telephone:
E-Mail Address:

COUNTY PROJECT MANAGER:

Name:
Title:
Address:

Telephone:
E-Mail Address:

COUNTY PROJECT MONITOR:

Name:
Title:
Address:

Telephone:
E-Mail Address:

COUNTY CONTRACTS MANAGER:

Name:
Title:
Address:

Telephone:
E-Mail Address:

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S PROJECT DIRECTOR:

Name:
Title:
Address:

Telephone:
E-Mail Address:

CONTRACTOR'S PROJECT MANAGER:

Name:
Title:
Address:

Telephone:
E-Mail Address:

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:
Title:
Address:

Telephone:
E-Mail Address:

Notices to Contractor shall be sent to the following address:

Name:
Title:
Address:

Telephone:
E-Mail Address:

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

(Contractor Name and Address)		TRANSMITTAL DATE
TASK/DELIVERABLE ACCEPTANCE CERTIFICATE		CONTRACT NUMBER
		TITLE
FROM:	TO:	
_____ Contractor's Project Director (Signature Required)	_____ County Project Director,	
Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement (including the Exhibits thereto) to the completion of the Tasks and delivery of the Deliverables set forth below, including (i) satisfaction of all completion criteria applicable to such Tasks and Deliverables, and (ii) County's approval of all Work performed in connection with such Tasks and Deliverables. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with Exhibit A (Statement of Work. County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.		
<b style="text-align: center;">TASK DESCRIPTION (including Task and Subtask numbers as set forth in the Statement of Work)	<b style="text-align: center;">DELIVERABLES (including Deliverable numbers and brief description as set forth in the Statement of Work)	
Comments:		
Attached hereto is a copy of all supporting documentation required pursuant to the Agreement, Exhibit A (Statement of Work), including any additional documentation reasonably requested by County.		
County Acceptance:		
NAME _____	SIGNATURE _____	DATE _____
County's Project Director		

LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK

CUSTOM PROGRAMMING MODIFICATION REQUEST

This document is used to request and document a baseline/custom programming modification and database table updates.

Date _____

Module _____

Requester's Name _____ Phone: _____

Contact Person _____

Modification Type

- Enhancement
- Design Clarification
- Other _____

Modification Description *(Attach other pages if necessary)*

Comments

Modification Approval

Project Director *Signature* *Date*

Project Manager *Signature* *Date*

Contractor Approval

Project Director *Signature* *Date*

INVOICE DEFICIENCY REPORT

1. ISSUE:

Today's Date: _____

Contractor: _____

Phone Number: _____

Name: _____

Date of Subject Invoice: _____

Invoice Number of Subject Invoice: _____

Total Value of Subject Invoice: _____

Disputed Value of Subject Invoice: _____

Description of Disputed Charges:

2. REVIEWED/SIGNED:

Signed: _____ Date: _____
County Project Director (CPD)

3. CONTRACTOR RESPONSE (completed by Contractor's Project Manager)

Date received from CPD: _____

Explanation regarding Disputed Charges:

Corrective Action Taken:

Signed: _____ Date: _____

Contractor Project Director

CONTRACT DEFICIENCY REPORT

TO:

FROM:

DATES: Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DEFICIENCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES ASSESSED
AGREEMENT: Section 4.0 – (Contractor Administration of Agreement), Section 4.2.1	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Observation and Inspection	\$50 per occurrence.
AGREEMENT: Section 18.0 (Record Retention and Inspection/Audit Settlement)	Contractor to maintain all required documents as specified in Section 18.0	Inspection	\$50 per occurrence.
AGREEMENT: Section 58.0 (Subcontracting)	Contractor shall obtain County's written approval prior to subcontracting any work.	Observation and Inspection	\$500 per occurrence; Possible termination for default of contract.
SOW: Section 5.0 (Quality Assurance Plan)	Contractor shall submit a Quality Assurance Plan on not less than an annual basis following Contract award.	Submittal of Report	\$500 dollars per occurrence.
SOW: Section 5.0 (Quality Assurance Plan), Sub-section 5.1	Contractor's representative shall attend all scheduled monthly meetings.	Attendance and Observation	\$50 per occurrence.
SOW: Section 5.0 (Quality Assurance Plan), Sub-Section 5.2	Contractor shall acknowledge reported discrepancies or present contrary evidence to County Project Monitor within three workdays upon receipt of a formal Agreement Discrepancy Report.	Inspection and Discrepancy Report.	\$100 per occurrence.
SOW: Section 5.0 (Quality Assurance Plan), Sub-section 5.2	Contractor shall submit a plan for correction of all deficiencies identified in Agreement Discrepancy Report to County Project Monitor within three work days.	Inspection and Discrepancy Report.	\$100 per occurrence

PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES ASSESSED
SOW: Section 5.0 (Quality Assurance Plan), Sub-section 5.2	Contractor shall resolve discrepancy within five (5) business days after notification or a time period mutually agreed upon by County and Contractor.	Inspection and Discrepancy Report	\$100 per occurrence
SOW: Section 7.0 (Responsibilities), Sub-section 7.2.1	Contractor's Project Manager and alternate shall be available and accessible to RR/CC via telephone on a 24 hour per day basis.	Observation	\$50 per occurrence
SOW: Section 7.0 (Responsibilities), Sub-section 7.2.1	Contractor shall provide a designated alternate to act as Project Manager in the event Project Manager is not available by phone or e-mail on a 24 hour per day basis.	Observation and Inspection	\$100 per day
SOW: Section 7.0 (Responsibilities), Sub-section 7.4	Contractor shall ensure employees assigned to County facilities are appropriately identified.	Observation and Inspection	\$100 per occurrence
SOW: Section 8.0 (Work Schedules), Sub-section 8.1	Contractor shall submit revised schedules within three (3) work days prior to scheduled work.	Observation and Inspection	\$100 per day
SOW: Section 9.0 (Unscheduled Work), Sub-section 9.2	Contractor shall prepare and submit a written description (including labor and materials estimate) prior to performing any unscheduled work.	Inspection	\$100 per day
SOW: Section 10.0 (Specific Work Requirements), Task 1, Sub-section 1.1	Contractor must submit the initial Online Pollworker Training System Implementation Plan within fourteen (14) days of County's notification and contract approval by Board of Supervisors.	Delivery	\$500 per day
SOW: Section 10.0 (Specific Work Requirements), Task 1, Sub-section 1.2	Contractor must submit the Online Pollworker Training System Election Plan at mutually agreed upon date prior to each election during the life of the Agreement.	Delivery	\$100 per occurrence

PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES ASSESSED
SOW: Section 10.0 (Specific Work Requirements), Task 1, Sub-section 1.1	Contractor shall meet with County Project Director, Manager, and Monitor within five (5) days of the initial Online Pollworker Training System Implementation Plan submission prior to moving forward with implementation.	Delivery	\$100 per occurrence
SOW: Section 10.0 (Specific Work Requirements), Task 1, Sub-section 1.2	Contractor shall meet with County Project Director, Manager, and Monitor within five (5) days of the initial Online Pollworker Training System Election Plan submission prior to each election during the life of the Agreement.	Delivery	\$100 per occurrence
SOW: Section 10.0 (Specific Work Requirements), Task 1, Sub-section 1.2.1	Contractor shall conduct weekly conference calls with the County Project Director or designee.	Observation	\$50 per occurrence
SOW: Section 10.0 (Specific Work Requirements), Task 1, Sub-section 1.2.1	Contractor shall submit weekly executive summary reports indicating status of critical tasks, action items, and constraints that may delay timely completion of milestones.	Observation	\$50 per occurrence
SOW: Section 10.0 (Specific Work Requirements), Task 1, Sub-section 1.2.1	Contractor shall provide a list of subcontractors that will be used including main contact person, address, phone number, and description of services for County approval.	Delivery	\$100 per occurrence
SOW: Section 10.0 (Specific Work Requirements), Task 1, Sub-section 1.2.1	Contractor shall provide list of procedures for transfer or input of internal County business rules or processes to database, electronic files between County and Contractor that will be used to support System, preliminary schedule, responsibility assignments, and completion dates.	Delivery	\$100 per occurrence

PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES ASSESSED
SOW: Section 10.0 (Specific Work Requirements), Task 2, Sub-section 2.1.1	Contractor shall provide two (2) electronic copies in PDF format of the Online Training User's Guide on a CD-R or DVD-R.	Delivery	\$100 per occurrence.
SOW: Section 10.0 (Specific Work Requirements), Task 2, Sub-section 2.1.1	Contractor shall provide two (2) electronic copies in PDF format of the final Online Training content after each election on a CD-R or DVD-R.	Delivery	\$100 per occurrence.
SOW: Section 10.0 (Specific Work Requirements), Task 4, Sub-Task 4.1	Contractor shall provide updates or revisions to Core Application Software no more than fourteen (14) days after commercial availability.	Observation	\$500 per occurrence.
SOW: Section 10.0 (Specific Work Requirements), Task 4, Sub-Task 4.2	Severity Level 1 requires response within one (1) hour during election working hours (Monday through Sunday, 6 a.m. to 8 p.m. Pacific Time) which run 40 days prior to the election and election day; and during normal business hours (Monday through Friday, 8 a.m. to 5 p.m. Pacific Time). Diagnosis and prognosis of the problem should occur within two hours. Problems reported after election working hours, normal business hours, and weekends shall be processed the next business day.	Observation	\$250 per occurrence.
SOW: Section 10.0 (Specific Work Requirements), Task 4, Sub-Task 4.2	Severity Level 2 requires response within four (4) hours during normal business hours (Monday through Friday, 8 a.m. to 5 p.m. Pacific Time). Diagnosis and prognosis of the problem should occur within one workday. Problem resolution should occur within two days. Problems reported after business hours and weekends shall be processed the next business day.	Observation	\$100 per occurrence.

PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES ASSESSED
SOW: Section 10.0 (Specific Work Requirements), Task 4, Sub-Task 4.2	Severity Level 3 requires response within the eight (8) hours during normal business hours (Monday through Friday, 8 a.m. to 5 p.m. Pacific Time). Diagnosis and prognosis of the problem should occur within two workdays. Problem resolution should occur within one week. Problems reported after business hours and weekends shall be processed the next business day.	Observation	\$50 per occurrence
SOW: Section 10.0 (Specific Work Requirements), Task 6, Sub-Task 6.1	Contractor shall develop functional description for Custom Programming Modification with ten (10) work days of Contractor receipt of County Custom Programming Modification Request (CMPR).	Observation	\$50 per occurrence
SOW: Section 10.0 (Specific Work Requirements), Task 6, Sub-Task 6.1	Contractor shall provide delivery date for System Design Report (SDR) within ten (10) work days of receipt of County approved functional description.	Observation	\$50 per occurrence
SOW: Section 10.0 (Specific Work Requirements), Task 6, Sub-Task 6.1	Contractor shall provide delivery date for System Design Report (SDR) within ten (10) work days of receipt of County approved functional description.	Observation	\$50 per occurrence
SOW: Section 10.0 (Specific Work Requirements), Task 6, Sub-Task 6.1	Contractor shall provide delivery date for System Design Report (SDR) within ten (10) work days of receipt of County approved functional description.	Observation	\$50 per occurrence

CONTRACTOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

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

Signature

Date

Name and Title of Signer (please print)

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

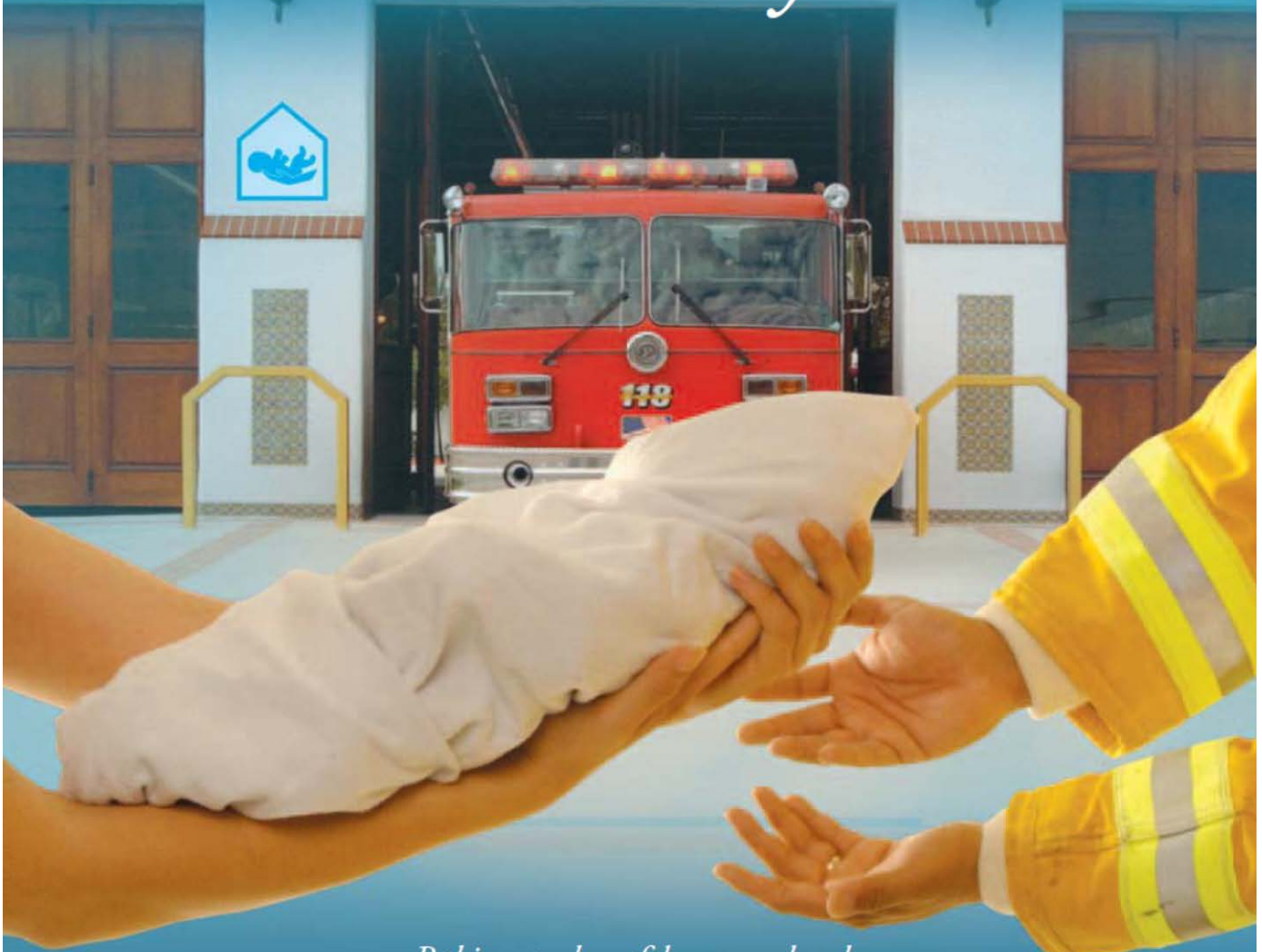
“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

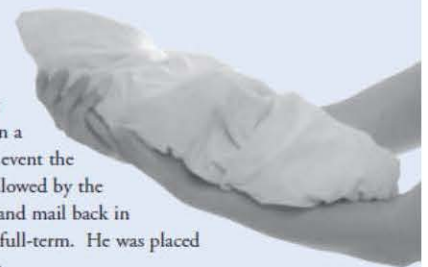
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

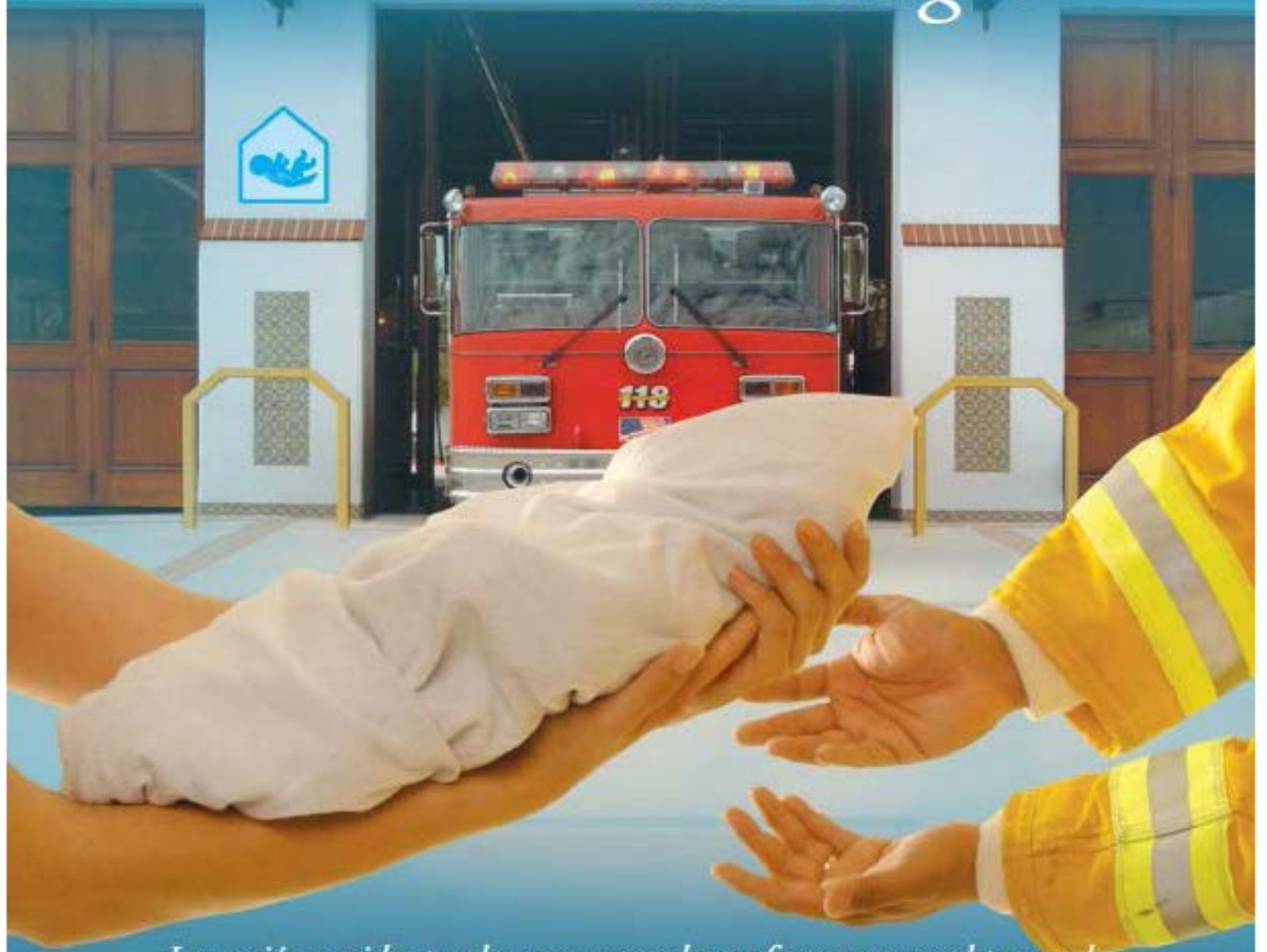
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



[2.202.010 Findings and declarations.](#)

[2.202.020 Definitions.](#)

[2.202.030 Determination of contractor non-responsibility.](#)

[2.202.040 Debarment of contractors.](#)

[2.202.050 Pre-emption.](#)

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2.202.010 - Findings and declarations.

- A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.
- B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.

(Ord. 2014-0035 § 1, 2014: Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 - Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.
- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.

- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract.

(Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 - Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.
- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation

regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

(Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 - Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.
- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.
- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
 - (1) The actual or potential harm or impact that results or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
 - (3) Whether there is a pattern or prior history of wrongdoing.

- (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
- (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
- (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
- (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
- (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
- (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
- (10) Whether the wrongdoing was pervasive within a contractor's organization.
- (11) The positions held by the individuals involved in the wrongdoing.
- (12) Whether a contractor participated in, knew of, or tolerated the offense.
- (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
- (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
- (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
- (17) Other factors that are appropriate to the circumstances of a particular case.

(Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be

scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

- G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.
- H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 - Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

(Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 - Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

(Ord. 2000-0011 § 1 (part), 2000.)

Latest version is available from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2012)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2012 are less than \$50,270 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2013.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2012 and owes no tax but is eligible for a credit of \$800, he or she must file a 2012 tax return to get the \$800 refund.

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____