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Department of

Registrar-Recorder/County Clerk

**APPENDICES A, B and E – N**

**RFP: #21-006**

**August 16, 2021**

**---------------------------------------------------------------------------------**

**Prepared By**

**County of Los Angeles**

**Registrar-Recorder/County Clerk — Contracts Section Room 7211**

**12400 Imperial Highway Norwalk, CA 90650**

[www.lavote.net](http://www.lavote.net)

***See Technical Proposal Response Templates:***

***J.2 Implementation Statement of Work***

***K.2 Hosting Statement of Work***

***L.2 Maintenance and Support Statement of Work***

**EXHIBIT 1**

**CONTRACT DISCREPANCY REPORT**

**TO:**

**FROM:**

**DATES: Prepared: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Returned by Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Action Completed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DISCREPANCY PROBLEMS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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 Signature of County Representative Date

**CONTRACTOR RESPONSE (Cause and Corrective Action): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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 Signature of Contractor Representative Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:­­­­ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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 Signature of Contractor Representative Date

**COUNTY ACTIONS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**CONTRACTOR NOTIFIED OF ACTION:**

County Representative’s Signature and Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor Representative’s Signature and Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT 2**

**TASK/DELIVERABLE ACCEPTANCE CERTIFICATE**

|  |  |
| --- | --- |
| (Contractor Name and Address) | TRANSMITTAL DATE |
| CONTRACT NUMBER |
| TITLE |
| FROM:   Contractor’s Project Director (Signature Required)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | TO: *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 Contract (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.   |
| TASK DESCRIPTION(including Task and Subtask numbers as set forth in the Statement of Work) | 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 Contract, Exhibit A (Statement of Work), including any additional documentation reasonably requested by County.** |
| County Acceptance:NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SIGNATURE DATE  County’s Project ManagerNAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SIGNATURE DATE  County’s IT Project ManagerNAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SIGNATURE DATE  County’s Project Director |

**EXHIBIT 3**

**PERFORMANCE REQUIREMENTS SUMMARY**

The following tables set forth the Contractor’s Key Deliverables and Help Desk Service Level Agreements (SLAs) that will be monitored for compliance and adherence by the County throughout the Project. It further sets forth the method by which the County will monitor Contractor’s successful achievement of each performance requirement and the associated deduction in fees associated with not achieving each performance requirement.

**PERFORMANCE REQUIREMENTS FOR KEY DELIVERABLES**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Deliverable #** | **Deliverable Description** | **Expected Completion Date** | **Monitoring Method** | **Deduction in Fees** |
| **2.0 Organizational Change Management****J.2 Implementation Statement of Work** |  |  |  |
| I2.1.3 | Organizational Change Management and Communications Plan  |   | On-time delivery per agreed upon Due Date and acceptance of the deliverable per signed Deliverable Acceptance Document. | $1000 per occurrence. $500 every day after occurrence until deliverable is submitted and accepted. |
| **4.0 Design****J.2 Implementation Statement of Work** | **Expected Completion Date** | **Monitoring Method** | **Deduction in Fees** |
| I4.1 | Solution Architecture  |   | On-time delivery per agreed upon Due Date and acceptance of the deliverable per signed Deliverable Acceptance Document. | $1000 per occurrence. $500 every day after occurrence until deliverable is submitted and accepted. |
| I4.2 | Security Plan  |   | On-time delivery per agreed upon Due Date and acceptance of the deliverable per signed Deliverable Acceptance Document. | $1000 per occurrence. $500 every day after occurrence until deliverable is submitted and accepted. |
| **5.0 Development and Configuration****J.2 Implementation Statement of Work** | **Expected Completion Date** | **Monitoring Method** | **Deduction in Fees** |
| I5.1 | System Development and Configuration Plan  |   | On-time delivery per agreed upon Due Date and acceptance of the deliverable per signed Deliverable Acceptance Document. | $1000 per occurrence. $500 every day after occurrence until deliverable is submitted and accepted. |
| **6.0 Integration****J.2 Implementation Statement of Work** | **Expected Completion Date** | **Monitoring Method** | **Deduction in Fees** |
| I6.2 | VoteCal Certification |   | On-time delivery per agreed upon Due Date and acceptance of the deliverable per signed Deliverable Acceptance Document. | $1000 per occurrence. $500 every day after occurrence until deliverable is submitted and accepted. |
| **7.0 Data Migration****J.2 Implementation Statement of Work** | **Expected Completion Date** | **Monitoring Method** | **Deduction in Fees** |
| I7.2.2 | Data Migration Report  |   | On-time delivery per agreed upon Due Date and acceptance of the deliverable per signed Deliverable Acceptance Document. | $1000 per occurrence. $500 every day after occurrence until deliverable is submitted and accepted. |
| **8.0 Testing****J.2 Implementation Statement of Work** | **Expected Completion Date** | **Monitoring Method** | **Deduction in Fees** |
| I8.2.1.4 | End-to-End Testing Results Report  |   | On-time delivery per agreed upon Due Date and acceptance of the deliverable per signed Deliverable Acceptance Document. | $1000 per occurrence. $500 every day after occurrence until deliverable is submitted and accepted. |
| I8.2.2 | User Acceptance Testing Results Report  |   | On-time delivery per agreed upon Due Date and acceptance of the deliverable per signed Deliverable Acceptance Document. | $1000 per occurrence. $500 every day after occurrence until deliverable is submitted and accepted. |
| **9.0 Reporting****J.2 Implementation Statement of Work** | **Expected Completion Date** | **Monitoring Method** | **Deduction in Fees** |
| I9.3 | Reports |   | On-time delivery per agreed upon Due Date and acceptance of the deliverable per signed Deliverable Acceptance Document. | $1000 per occurrence. $500 every day after occurrence until deliverable is submitted and accepted. |
| **10.0 Training and Knowledge Transfer****J.2 Implementation Statement of Work** | **Expected Completion Date** | **Monitoring Method** | **Deduction in Fees** |
| I10.2.2 | Report of Training Metrics  |   | On-time delivery per agreed upon Due Date and acceptance of the deliverable per signed Deliverable Acceptance Document. | $1000 per occurrence. $500 every day after occurrence until deliverable is submitted and accepted. |
| I10.2.4 | User Guide Documentation |   | On-time delivery per agreed upon Due Date and acceptance of the deliverable per signed Deliverable Acceptance Document. | $1000 per occurrence. $500 every day after occurrence until deliverable is submitted and accepted. |
| **11.0 Implementation****J.2 Implementation Statement of Work** | **Expected Completion Date** | **Monitoring Method** | **Deduction in Fees** |
| I11.1.1 | Deployment Plan  |   | On-time delivery per agreed upon Due Date and acceptance of the deliverable per signed Deliverable Acceptance Document. | $1000 per occurrence. $500 every day after occurrence until deliverable is submitted and accepted. |
| **Table 2. Deliverable Payment Table - Hosting (One-Time)** |  |  |  |
| **Deliverable #** | **Deliverable Description** | **Expected Completion Date** | **Monitoring Method** | **Deduction in Fees** |
| **1.2 Configure Hosting Environments****K.2 Hosting Statement of Work** |  |  |  |
| H1.2.2 | Configured Hosting Environments |   | On-time delivery per agreed upon Due Date and acceptance of the deliverable per signed Deliverable Acceptance Document. | $1000 per occurrence. $500 every day after occurrence until deliverable is submitted and accepted. |

**ADMINISTRATIVE CONTRACT PROVISIONS**

|  |  |  |  |
| --- | --- | --- | --- |
| **SPECIFIC PERFORMANCE REFERENCE** | **SERVICE** | **MONITORING METHOD** | **DEDUCTIONS/FEES TO BE ASSESSED** |
| Contract: Paragraph 4 – Term of Contract, Sub-Paragraph 4.3 | Contractor shall notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to Department at the address herein provided in Exhibit E (County’s Administration). | Inspection and Observation. | $1000 per occurrence. $500 every day after occurrence until deliverable is submitted and accepted. |
| Contract: Paragraph 5 – Notification of 75% of Total Contract Sum, Sub-Paragraph 5.3.1 | 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 sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Department at the address herein provided in Exhibit E (County’s Administration). | Inspection and Observation. | $1000 per occurrence. $500 every day after occurrence until deliverable is submitted and accepted. |
| Contract: Paragraph 7.0 - Administration of Contract - Contractor, Sub-Paragraph 7.1 | A listing of all of Contractor’s Administration is designated in Exhibit F (Contractor’s Administration). The Contractor will notify the County in writing of any change in the names or addresses shown. | Inspection and Observation. | $1000 per occurrence. $500 every day after occurrence until deliverable is submitted and accepted. |
| Contract: Paragraph 8.2 – Assignment and Delegation/ Mergers or Acquisitions, Sub-Paragraph 8.2.1 | The contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. | Inspection and Observation. | $1000 per occurrence. $500 every day after occurrence until deliverable is submitted and accepted. |
| Contract : Paragraph 8.5 – Complaints, Sub-Paragraph 8.5.2.1 | Within thirty (30) business days after the Contract effective date, the contractor shall provide the County with the contractor’s policy for receiving, investigating and responding to user complaints. | Inspection and Observation. | $1000 per occurrence. $500 every day after occurrence until deliverable is submitted and accepted. |
| Contract: Paragraph 8.24 –General Provisions for All Insurance, Sub-Paragraph 8.24.2.2 – Evidence of Coverage and Notice to County | Renewal certificates shall be provided to County not less than ten (10) days prior to contractor’s policy expiration dates.  | Inspection and Observation. | $1000 per occurrence. $500 every day after occurrence until deliverable is submitted and accepted. |
| Contract: Paragraph 8.24 –General Provisions for All Insurance, Paragraph 8.24.4 – 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. | Inspection and Observation. | $1000 per occurrence. $500 every day after occurrence until deliverable is submitted and accepted. |
| Contract: Paragraph 8.37 – Publicity, Paragraph 8.37.1.2 | 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. | Inspection and Observation. | $1000 per occurrence. $500 every day after occurrence until deliverable is submitted and accepted. |
| Contract: Paragraph 8.38 - Record Retention and Inspection/Audit Settlement | Contractor to maintain all required documentation as specified in Sub-paragraph 8.38 | Inspection of files. | $1000 per occurrence. $500 every day after occurrence until deliverable is submitted and accepted. |
| Contract: Paragraph 8.40 Subcontracting | Contractor shall obtain County’s written approval prior to sub-contracting any work. | Inspection and Observation | $1000 per occurrence. $500 every day after occurrence until deliverable is submitted and accepted.*Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach (Termination for Default) of this Contract.* |

**HOSTING – SERVICE LEVEL REQUIREMENTS**

Table 1. **Overall System Availability Service Level**

|  |  |
| --- | --- |
| **System Performance Category** | **System Performance Requirement** |
| Overall System Availability Service Level | Overall System Availability Service Level**Service Measure** Availability, defined as the availability of all infrastructure and software components required to conduct the normal election operations including, but not limited to, processors, external storage, system software, and network connection. Excludes scheduled maintenance.**Performance Metric** Sunday – Saturday, 00:00 – 24:00**Performance Target** Production Servers: 99.99%**Non-Production Servers**: 99.0%**Formula** [Availability (%) = 100% — Unavailability (%)]Where Unavailability is defined as: (sum outage duration x 100%) ÷ (schedule time — planned outage)**Measurement Period** Weekly**Reporting Period** Monthly |

**Error Severity Levels**

**Error Severity 1**

The System or a main subsystem/module is unavailable, preventing the System or a core function from operating or causing core functions or major functionality to operate with grossly incorrect results such as material data processing errors. There is no workaround.

**Error Severity 2**

Use of the System or a subsystem/module is interrupted, or a System failure otherwise causes major functions to not operate or to operate with significantly incorrect results such as material data processing errors. There is no workaround.

**Error Severity 3**

Incident(s) prevent minor functionality from operating or causes minor functions to operate with incorrect results. There is a clear business need to have the System repaired, but workaround(s) exist for election operations.

**Error Severity 4**

Incident does not affect functionality of the System. Low priority with no direct impact election operations. Cosmetic or nonessential in nature.

Table 2. **Incident Response Time Service Level**

**Incident Response Time Service Level**

**Service Measure** Response Time: Elapsed time from when the Incident is escalated from the Help Desk to the time the incident is responded to by the Hosting Service provider

**Performance Metric\***

Severity 1 ≤15 minutes

Severity 2 ≤15 minutes

Severity 3 ≤30 minutes

Severity 4 ≤60 minutes

**Performance Target\***

Severity 1 95% within 15 minutes

Severity 2 95% within 15 minutes

Severity 3 95% within 30 minutes

Severity 4 95% within 60 minutes

**Formula**

*Response Time* [Number of Incidents that met SLR ÷ the total number of Incidents in the Measurement Period]

**Measurement Period** Weekly

**Reporting Period** Monthly

\*The County will evaluate the Performance Metric and Performance Target on a quarterly basis, and may, at its sole discretion, decide to modify based on election operations activities (e.g., candidate filing, petitions, etc.).

Table 3. **Incident Resolution Time Service Level**

**Incident Resolution Time Service Level**

**Service Measure** Resolution Time: Elapsed time from when the Incident is escalated from the Help Desk to the time the Incident is resolved

**Performance Metric\***

Severity 1 2 hours

Severity 2 2 hours

Severity 3 8 hours

Severity 4 72 hours

**Performance Target\***

Severity 1 95% within 2 hours

Severity 2 95% within 2 hours

Severity 3 95% within 8 hours

Severity 4 95% within 72 hours

**Formula**

Response Time [Number of Incidents that met SLR ÷ the total number of Incidents in the Measurement Period]

**Measurement Period** Weekly

**Reporting Period** Monthly

\*The County will evaluate the Performance Metric and Performance Target on a quarterly basis, and may, at its sole discretion, decide to modify based on election operations activities (e.g., candidate filing, petitions, etc.).

Table 4. **Recovery Time Objective and Recovery Point Objective Service Levels**

**Recovery Time Objective (RTO) and Recovery Point Objective (RPO) Service Levels**

**Service Measure** Recovery time and data recovery

**Performance Metric** Recovery time and recovery point

**Performance Target** ≤60 minutes with 0 minutes of data loss

**Formula** [Number of instances within Performance Target]

÷

[Total number of instances during Measurement Period]

**Measurement Period** Designated recovery period following a disaster

**Reporting Period** Periodically throughout the recovery period

Table 5. **Response Time (Performance) Service Levels**

**Response Time (Performance) Service Levels**

**Service Measure** Number of seconds after user commits transaction until response appears on user’s screen, operated from within the County network

**Performance Metric** Response time is ≤ 2 seconds

**Performance Target** 95%

**Formula** [Number of agreed actions that are completed within the target dates]

÷

[Total number of agreed actions in the Measurement Period]

**Measurement Period** Monthly

**Reporting Period** Monthly

Table 6. **Staff Availability Service Levels**

**Staff Availability Service Levels**

**Service Measure** Staff availability to participate in person for meetings as scheduled by the County

**Performance Metric** Available during normal business hours, Monday through Friday 9:00 AM to 5:00 PM PST, except Federal, State, and County holidays.

Available outside of normal business hours, on weekends, and on holidays beginning on E-120 through Election Day for the first election in which the EMS is used and beginning on E-90 through Election Day in each subsequent election.

**Performance Target** 100%

**Formula** [Number of meetings attended]

÷

[Total number of meetings scheduled]

**Measurement Period** Monthly

**Reporting Period** Monthly

**Help Desk – Service Level Requirements**

| **ID #** | **Specific Performance Requirement** | **Monitoring Method** | **Deduction in Fees** |
| --- | --- | --- | --- |
| 1 | Provide Severity Level 1 Help Desk Services | Contractor Service Level Report depicting achievement of SLA’s as specified in Section 2.0 Hosting Service Level Requirements of Technical Proposal Response Template K.2 Hosting (On-Prem or Cloud) Statement of Work. | For Severity Level 1 Deficiencies, Five Thousand ($5000) per incident.  |
| 2 | Provide Severity Level 2 Help Desk Services | Contractor Service Level Report depicting achievement of SLA’s as specified in Section 2.0 Hosting Service Level Requirements of Technical Proposal Response Template K.2 Hosting (On-Prem or Cloud) Statement of Work. | For Severity Level 2 Deficiencies, One Thousand ($1000) per incident.  |
| 3 | Provide Severity Level 3 Help Desk Services | Contractor Service Level Report depicting achievement of SLAs as specified in Section 2.0 Hosting Service Level Requirements of Technical Proposal Response Template K.2 Hosting (On-Prem or Cloud) Statement of Work. | For Severity Level 3 Deficiencies, Five Hundred Dollars ($500) per incident.  |
| 4 | Provide Severity Level 4 Help Desk Services | Contractor Service Level Report depicting achievement of SLAs as specified in Section 2.0 Hosting Service Level Requirements of Technical Proposal Response Template K.2 Hosting (On-Prem or Cloud) Statement of Work. | For Severity Level 4 Deficiencies, One Hundred Dollars ($100) per incident.  |

**Correction of Deficiencies**

Identification of Deficiencies

The Deficiencies under this Agreement may be identified either as a result of Contractor's use of its own support system or discovered by County. Upon discovery of a Deficiency by County, County will report the Deficiency to Contractor’s Help Desk for resolution in accordance with this Exhibit.

The Severity Level of the Deficiency shall be assigned mutually by County and Contractor. Based on Contractor’s proposed solution and/or workaround(s) for the Deficiency, County and Contractor may reevaluate and, escalate or downgrade the Severity Level of the Deficiency pursuant to Section (Severity Level Adjustment) below. If a mutually agreed upon resolution cannot be reached, County will exercise Dispute Resolution Procedure as specified in the Base Agreement.

For purposes of this Agreement, the term Deficiency does not include any failure or delay in performance caused by reasons beyond Contractor’s reasonable control, including, but not limited to, acts of God, third-party mechanical or other equipment breakdowns, fire, explosions, fiber optic cable cuts, interruption or failure of telecommunication or digital transmission links, Internet failures or delays, storms, actions of County or its personnel or agents or other similar events.

Resolution of Deficiencies

**Problem Correction Priorities**

County and Contractor shall mutually assign one of the Severity Levels specified below to each incident of Deficiencies reported by County to Contractor's Help Desk and/or entered in Contractor's incident tracking system. Following report of a Deficiency from County, Contractor shall respond back to County within the prescribed "Response Time" specified below, while each such Deficiency shall be resolved within the specified "Resolution Time". If a mutually agreed upon resolution cannot be reached, County will exercise Dispute Resolution Procedure as specified in the Base Agreement.

**Problem Resolution Process**

For any Deficiency reported by County or discovered by Contractor, Contractor shall commence corrective action. Contractor shall correct all Deficiencies within the Resolution Times specified above. Contractor shall also immediately commence to develop a workaround or a fix for any Deficiency of Severity Level 1.

Contractor shall provide the best level of effort to correct all Deficiencies, and in particular Deficiencies of Severity Levels 2 through 3 based upon mutually agreed priorities. If multiple Severity Level 2 items and/or Severity Level 3 items exist simultaneously, the Contractor will work the County prioritized items in priority order and original items will be reprioritized and qualification for deficiency credits will be reset.

In the event that Contractor fails to correct a Deficiency within the prescribed Resolution Time Contractor shall provide County with a written or electronic report that includes a detailed explanation of the status of such Deficiency, preliminary actions taken, detailed mitigation plans and an estimated time for completing the correction of such Deficiency. This process will be repeated until the Deficiency is resolved and approved by County's Project Manager. The parties will jointly cooperate during this period of time.

**Severity Level Adjustment**

County and Contractor may mutually agree to escalate or downgrade a Severity Level of a Deficiency if the Deficiency meets the definition of the Severity Level as escalated or downgraded. A Deficiency may also be mutually escalated by County and Contractor, if the Deficiency persists or re-occurs, as determined by County's Project Manager. At the time the Deficiency is escalated or downgraded, an appropriate timeline will be applied for resolution of such Deficiency in accordance with Section (Problem Resolution Process) above. If a mutually agreed upon resolution cannot be reached, County will exercise Dispute Resolution Procedure as specified in the Base Agreement.

**Assessment of Deficiency Credits**

If Contractor fails to correct any Severity Level 1, Severity Level 2, Severity Level 3 or Severity Level 4 Deficiency within the timeframes set forth in this Exhibit, then in each instance, County may, in its sole discretion, as a non-exclusive remedy assess Deficiency Credits in amounts, for each occurrence or portion thereof, during which any Deficiency continues beyond the Resolution Time prescribed for the applicable Severity Level of such Deficiency, as set forth below:

 **For Severity Level 1 Deficiencies**, For Severity Level 1 Deficiencies, Five Thousand ($5000) per incident.

**For Severity Level 2 Deficiencies**, For Severity Level 2 Deficiencies, One Thousand ($1000) per incident during Critical Election Periods.

 **For Severity Level 3 Deficiencies**, For Severity Level 3 Deficiencies, Five Hundred Dollars ($500) per incident.

 **For Severity Level 4 Deficiencies**, For Severity Level 4 Deficiencies, One Hundred Dollars ($100) per incident.

The amount of time elapsed for the calculation of Deficiency Credits will be determined by the timestamp or other evidence issued by the Help Desk at such time as a service request is sent by County to Contractor.

1. If during any calendar month three (3) or more Severity Level 1 Deficiencies occur, then, in each instance, County may, in its sole discretion, assess Deficiency Credits in an amount equal to Ten Thousand Dollars ($10,000).
2. Notwithstanding anything to the contrary set forth in this Exhibit, (i) any Deficiency Credits accruing to County as a result of a Downtime or Deficiency shall be based upon its escalated or downgraded Severity Level, if applicable, assigned to such Deficiency in accordance with Section (Severely Level Adjustment) of this Exhibit; and (ii) the maximum amount of Deficiency Credits for any month of the term of the Agreement is Twenty-Five Thousand Dollars ($25,000).

Contractor shall be liable to County for Deficiency Credits in the amounts as specified above. Deficiency Credits, in any amounts, are not and shall not be construed as penalties and, when assessed, will be deducted from County’s payment due to Contractor.

***Proposer requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.***

|  |  |
| --- | --- |
| Proposer Name: | Date of Request: |
| Solicitation Title: | Solicitation No.: |

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are

being unfairly disadvantaged for the following reason(s): *(check all that apply)*

  Application of **Minimum Requirements**

  Application of **Evaluation Criteria**

  Application of **Business Requirements**

  Due to **unclear instructions**, the process may result in the County not receiving the

 best possible responses

For each area contested, Proposer must explain in detail the factual reasons for the requested review.

*(Attach supporting documentation.)*

Request submitted by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Name) (Title)*

|  |
| --- |
|  ***For County Use Only***  |

Date Transmittal Received by County: \_\_\_\_\_\_\_\_\_\_\_\_

Date Solicitation Released:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reviewed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

**WE RECOGNIZE. . . .**

**The importance of small business to the County. . .**

* in fueling local economic growth
* providing new jobs
* creating new local tax revenues
* offering new entrepreneurial opportunity to those historically under-represented in business

**The County can play a positive role in helping small business grow. . .**

* as a multi-billion dollar purchaser of goods and services
* as a broker of intergovernmental cooperation among numerous local jurisdictions
* by greater outreach in providing information and training
* by simplifying the bid/proposal process
* by maintaining selection criteria which are fair to all
* by streamlining the payment process

**WE THEREFORE SHALL:**

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

 **Page 1 of 3**

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.

C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

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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)

 **Page 3 of 3**

**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)

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website.

<https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>

Latest version is available from IRS website at

<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



***---- INTENTIONALLY OMITTED ----***

**Living Wage Rate Annual Adjustments**

**---- *INTENTIONALLY OMITTED ----***

**2.202.010 Findings and declaration.**

**2.202.020 Definitions.**

**2.202.030 Determination of contractor non-responsibility.**

**2.202.040 Debarment of contractors.**

**2.202.050 Pre-emption.**

**2.202.060 Severability.**

**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](https://www.municode.com/library/ca/los_angeles_county/code_of_ordinances/TIT2AD_DIV4MIRE_CH2.202DECONSPCODE_2.202.040DECO) (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.)

GUIDELINES FOR ASSESSMENT OF PROPOSER

**LABOR LAW/PAYROLL VIOLATIONS**

***---- INTENTIONALLY OMITTED ----***

*---- INTENTIONALLY OMITTED ----*

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[**2.206.010 Findings and declarations.**](http://ordlink.com/codes/lacounty/_DATA/TITLE02/Chapter_2_206_DEFAULTED_PROPER.html#1)

[**2.206.020 Definitions.**](http://ordlink.com/codes/lacounty/_DATA/TITLE02/Chapter_2_206_DEFAULTED_PROPER.html#2)

[**2.206.030 Applicability.**](http://ordlink.com/codes/lacounty/_DATA/TITLE02/Chapter_2_206_DEFAULTED_PROPER.html#3)

[**2.206.040 Required solicitation and contract language.**](http://ordlink.com/codes/lacounty/_DATA/TITLE02/Chapter_2_206_DEFAULTED_PROPER.html#4)

[**2.206.050 Administration and compliance certification.**](http://ordlink.com/codes/lacounty/_DATA/TITLE02/Chapter_2_206_DEFAULTED_PROPER.html#5)

[**2.206.060 Exclusions/Exemptions.**](http://ordlink.com/codes/lacounty/_DATA/TITLE02/Chapter_2_206_DEFAULTED_PROPER.html#6)

[**2.206.070 Enforcement and remedies.**](http://ordlink.com/codes/lacounty/_DATA/TITLE02/Chapter_2_206_DEFAULTED_PROPER.html#7)

[**2.206.080 Severability.**](http://ordlink.com/codes/lacounty/_DATA/TITLE02/Chapter_2_206_DEFAULTED_PROPER.html#8)

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

A. “Contractor” shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. “County” shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. “County Property Taxes” shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. “Department” shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. “Default” shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. “Solicitation” shall mean the County’s process to obtain bids or proposals for goods and services.

G. “Treasurer-Tax Collector” shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

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**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under $50,000;

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

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3. A purchase made through a state or federal contract;

4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;

5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.

6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.

7. Program agreements that utilize Board of Supervisors' discretionary funds;

8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;

10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

1. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

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B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)