



Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

23 June 12, 2018

CELIA ZAVALA
ACTING EXECUTIVE OFFICER

June 12, 2018

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:

APPROVE CONTRACT WITH DIGITAL FOUNDRY FOR TALLY SYSTEM AND BALLOT LAYOUT APPLICATION UNDER VOTINGSOLUTIONS FOR ALL PEOPLE (VSAP) PROJECT

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

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The Registrar-Recorder/County Clerk (RR/CC) requests approval to execute a Sole Source Contract (#18-002) with Digital Foundry, Inc., for software engineering and support services to co-develop the Voting Solutions for All People (VSAP) Tally System and Ballot Layout Application Services. The new Ballot Layout Application will lay out the ballot print formats for Vote By Mail (VBM) and Ballot Marking Device (BMD) ballots and will generate the files necessary to process the ballots and to integrate the various VSAP components as an end-to-end solution. The Tally System will tabulate VBM and BMD ballots cast by over 5.1 million eligible voters in Los Angeles County beginning with the 2020 Presidential Election cycle.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the RR/CC, or his designee, to execute a substantially similar agreement (Attachment I) with Digital Foundry, Inc. for VSAP Tally System and Ballot Layout Application Services effective July 1, 2018 through December 31, 2020, for a maximum dollar amount of \$12,000,000, including extensions.
2. Delegate authority to the RR/CC, or designee, to negotiate and execute amendments to the agreement to reflect changes due to new legislation or County policy or to extend the Contract for a six (6) month-to-month option, provided that County Counsel approval is obtained.

3. Delegate authority to the RR/CC, or designee, to issue written notice(s) of partial or total termination of the contract for convenience without further action by the Board of Supervisors, provided County Counsel approval is obtained.

4. Delegate authority to the RR/CC, or designee, to execute increases to the original contract sum by no more than 10 percent, granted your Board is notified at least 14 days prior to executing this additional authority to accommodate unforeseen increases during the contracting period.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Voting Solutions for All People (VSAP)

VSAP (formerly known as the Voting Systems Assessment Project) was launched by the RR/CC in 2009 to address Los Angeles County's aging voting system and an increasingly large and complex electorate. VSAP is a five-phase plan aimed to modernize the County's voting systems and voting experience through a human-centered design approach that is publicly owned and operated. The completion of the Phase 3 engagement with global design and innovation firm IDEO resulted in design and engineering specifications for a new and improved voting experience in 2020 consisting of: 1) a new BMD; 2) an improved hand marked full face VBM ballot; 3) an innovative Interactive Sample Ballot (ISB); and 4) a robust Tally System based on modern, scalable technologies.

On April 24, 2017, the RR/CC released a Request for Information (RFI) to research the vendor landscape and better understand current products and services available in the marketplace, as well as seek input from vendors to help form the County's solicitation for manufacturing and certification of new voting equipment and services. This new voting experience includes new BMDs and associated ballot to be used at vote centers, ePollbooks supporting a ballot activation mechanism, a new Tally System, new VBM ballots (including changes to the Election Contest and Ballot Management System), and expanded early voting locations.

The RR/CC also issued a Request for Information (RFI #17-006) on August 4, 2017 seeking to gather information on VBM ballots, VBM Packet Materials, and VBM Outbound Services.

VSAP Tally System

A critical piece of VSAP is the development and implementation of a new Tally System that will be capable of scanning and tabulating the new BMD and VBM ballots and ensuring accurate reporting of results. By June 30, 2018, the development of an initial release of the Tally System to process the new VSAP VBM ballots in the November 2018 Gubernatorial General Election will be complete. Following the testing and certification of that initial release, the VSAP tally system will require further development to be able to process and tabulate the new VSAP BMD ballots, support enhanced auditing and ballot adjudication capabilities, and integrate with the full VSAP solution to be implemented for the 2020 Presidential Election cycle.

On August 28, 2017, the RR/CC engaged with Digital Foundry, Inc., a software engineering firm, under a competitive Enterprise Services Master Agreement (ESMA) Work Order No. 2016-010, to assist in the architecting, development, and testing of a VSAP Tally System prototype capable of processing and tabulating new VSAP VBM ballots.

On January 10, 2018, the successful outcomes of the prototyping effort led the RR/CC to extend

ESMA Work Order No. 2016-010 to June 30, 2018, to add scope to develop and test the Version 1.1.2.2 production release of the VSAP Tally System. The new VSAP Tally System, which includes the new VBM ballots and IBML 6000 ImageTrac document scanners, is in the process of being certified by the California Secretary of State. The certification of Tally System is expected to be received by August 31, 2018 in time for use in the upcoming November 6, 2018 Gubernatorial General Election to process VBM ballots only.

On January 18, 2018, per Board Policy 5.100, the RR/CC provided Board notification of intent to enter into negotiations for a Sole Source Agreement with Digital Foundry for continued development and support of a full-featured VSAP Tally Solution capable of processing both BMD and VBM ballots and fully integrated into the end-to-end VSAP solution.

The purpose of the recommended agreement with Digital Foundry, which spans July 1, 2018 to December 31, 2020, is to complete the co-development and implementation of the production VSAP Tally System software to process and tally both VBM and BMD ballots. In addition, the agreement will provide for development of a new VSAP Ballot Layout Application, which will use content from the RR/CC's Election Management System to create VBM and BMD ballot print formats required by VSAP specifications. At the conclusion of the contract, the Tally System and Ballot Layout Application will integrate with the overall VSAP solution, and have been tested and certified by the SOS for use in elections in the County of Los Angeles.

The new Tally System will receive digital images of voted paper ballots from one or more scanner output directories, use digital image processing tools and techniques to recognize and adjudicate the votes cast on the ballots, and tabulate and report the results.

The new Tally System will be capable of processing both hand-marked full-face VBM ballots, as well as machine-printed ballots produced by the BMD, and will support reading and decoding Quick Response codes printed on both types of ballots. The Tally System will verify the authenticity of ballots being processed and keep logs and batch processing information to support independent ballot-level audits of election results.

The RR/CC intends to obtain SOS certification of the new Tally System and Ballot Layout Application prior to the Presidential General Election on March 3, 2020.

The RR/CC intends to pursue an open technology strategy to make the VSAP Solution available to other jurisdictions following the testing, certification and implementation of the solution in the 2020 Presidential Election cycle. The RR/CC is still assessing the process and platform in which it will be sharing of the technology, but is strongly considering how an independent non-profit could serve as the repository, administrator, and license holder of the VSAP Solution and ensure that it remains a secure, trusted, and publicly-owned voting solution that allows its users and developers to enjoy the reciprocal benefits of improvements and innovations to the technology.

In developing the initial production Version 1.1.2.2 of the Tally System, Digital Foundry, Inc. possesses a unique depth of knowledge and expertise in RR/CC's unique election tally requirements, as well as the solution architecture and technology. This capability cannot be easily or quickly replicated, and attempting to contract with a different firm through a competitive solicitation process and bringing them up to speed would put the VSAP implementation schedule in jeopardy. Maintaining the partnership with Digital Foundry, Inc. is imperative to the timely completion of the full-featured VSAP Tally System and Ballot Layout Application components necessary for the successful rollout of an integrated VSAP solution in the 2020 Presidential Election cycle.

Please note that the amount of this contract makes ESMA an impractical contracting vehicle for maintaining the partnership with Digital Foundry, due to ESMA's annual program spending caps and its need to provide contract services to other County departments.

Therefore, the recommended action is to execute a sole source agreement (Attachment 1) with Digital Foundry, Inc. for the new VSAP Tally System and Ballot Layout Application Services effective July 1, 2018 through December 31, 2020.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

Goal III, Realize Tomorrow's Government Today: Our increasingly dynamic and complex environment challenges our collective abilities to respond to public needs and expectations. We want to be an innovative, flexible, effective, and transparent partner focused on advancing the common good.

FISCAL IMPACT/FINANCING

The total cost for the agreement is \$12,000,000, which has been included in the costs projections presented to the Chief Executive Office (CEO). The funding request for Fiscal Year (FY) 2018-19 was submitted to the CEO and was recommended for approval as part of Final Changes. Funding to finance the future years will be requested through the annual budget process.

The RR/CC intends to fund the recommended solution with a combination of funding sources for FY 2018-19. This includes previously allocated Voting Modernization Bond Act Funding (Prop 41). The RR/CC has a total of \$49M available for this effort pending system certification (\$9.4M in FY 2018-19 and \$39.6M in FY 2019-20). Additionally, the RR/CC is aggressively seeking alternate funding sources at the State and federal levels to mitigate the County's expense. The RR/CC has identified the following potential sources for FY 2019-20 and is awaiting State budget approval and allocation. Based on previous formulas used for voting system replacement funding allocation, the RR/CC anticipates receiving approximately \$43.1M from the California State Budget, \$11.5M from the federal Consolidated Appropriation of Bill of 2018 and \$8M from California Assembly Bill 1886.

In addition, the RR/CC is working on revising the election billing methodology to include a fee to recover system implementation costs that will not be covered by the funding sources identified above. Once cost recovery is obtained, the fee will serve to fund future modifications and system replacement, as needed. We will seek guidance and authorization from the Auditor-Controller on how to establish the appropriate trust fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

RR/CC has completed the sole source checklist (Attachment II).

The proposed Agreement will commence upon Board approval or execution by both parties, whichever is later, and be effective for a period of two (2) years and six (6) months (July 1, 2018 to December 31, 2020) unless sooner extended or terminated in whole or in part, with two (2) one-year option terms and six (6) month-to-month options, for an aggregate term of five (5) years.

Your Board is authorized to approve this Agreement with persons specially trained and experienced

to perform the services described in this Board letter pursuant to California Government Code Section 31000. The Agreement contains Board required provision including those pertaining to consideration of qualified County employees targeted for layoff, as well as qualified GAIN/GROW participants for employment openings, compliance with Jury Duty Ordinance, Safely Surrendered Baby Law, and Child Support Compliance Programs.

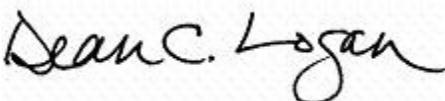
The RR/CC has determined that provisions of the County's Living Wage Program (County Code Chapter 2.201) do not apply to this agreement. Also, the RR/CC has determined that provisions of the County's Low-Cost Labor Resource Program (Board Policy 5.030) do not apply to this agreement.

The Chief Executive Office (CEO) has reviewed and recommends approval of this Board letter. CEO Risk Management Branch has reviewed and approved the insurance and indemnification provisions in the recommended contract as to form. The Chief Information Office (CIO) recommends approval of this request and a formal CIO Analysis is attached (Attachment III). County Counsel has reviewed this Board letter and approved as to form the attached Agreement.

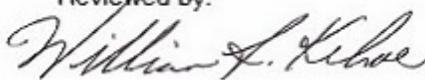
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will ensure the on-schedule development and implementation (and related services) of a new VSAP Tally System and Ballot Layout Application that will be compatible with both new VSAP Vote by Mail ballots and new BMD ballots in Los Angeles County for the Presidential Election Cycle in 2020.

Respectfully submitted,



DEAN C. LOGAN
Registrar-Recorder/County Clerk

Reviewed by:


WILLIAM KEHOE
Chief Information Officer

DCL:RF:APL:FP:VW:ca

Enclosures

- c: Chief Executive Officer
- Executive Office, Board of Supervisors
- County Counsel
- Chief Information Officer



CONTRACT BY AND BETWEEN

AND

THE DIGITAL FOUNDRY, INC.

FOR

VOTING SOLUTIONS FOR ALL PEOPLE
(VSAP)
TALLY SYSTEM AND BALLOT LAYOUT

CONTRACT NUMBER: #18-002

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UNIQUE EXHIBITS

PROP A - LIVING WAGE PROGRAM EXHIBITS

- J Living Wage Ordinance [Intentionally Omitted]
- K Living Wage Rate Annual Adjustments [Intentionally Omitted]
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- M1 Individual's Assignment and Transfer of Copyright
- M2 Contractor's Assignment and Transfer of Copyright
- M3 Notary Statement for Assignment and Transfer of Copyright
- N Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)[Intentionally Omitted]

SB1262 - NONPROFIT INTEGRITY ACT OF 2004

- O Charitable Contributions Certification [Intentionally Omitted]

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
THE DIGITAL FOUNDRY, INC.
FOR PROFESSIONAL SERVICES FOR
VOTING SOLUTIONS FOR ALL PEOPLE (VSAP)
TALLY SYSTEM AND BALLOT LAYOUT**

This Contract ("Contract") made and entered into this ___ day of June, 2018 by and between the County of Los Angeles, hereinafter referred to as County and The Digital Foundry, Inc., hereinafter referred to as "Contractor". Contractor is located at 1707 Tiburon Blvd., Tiburon, CA 94920.

RECITALS

WHEREAS, the County may contract with private businesses for software planning and implementation Services;

WHEREAS, the Contractor is a private firm specializing in providing software planning and implementation Services;

WHEREAS, the County has a need for continued software planning and implementation Services in support of the current phase of the Voting Solutions for All People ("VSAP") Project's Tally Solution;

WHEREAS, Contractor previously provided software planning and implementation Services in support of a prior phase of the VSAP Project Tally Solution under an Enterprise Services Master Agreement 2016.6, Work Order 2016-010;

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for software planning and implementation Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

1 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, C, D, E, F, G, H, I, M1, M2 and M3 are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - Contractor's Proposed Schedule
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Form(s) Required at the Time of Contract Execution
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law

Unique Exhibits:

- 1.10 [Intentionally Omitted]
- 1.11 [Intentionally Omitted]
- 1.12 [Intentionally Omitted]
- 1.13 Exhibit M-M3 -Forms Required at the Completion of the Contract Involving Intellectual Property Developed-Designed by Contractor
- 1.14 [Intentionally Omitted]
- 1.15 [Intentionally Omitted]

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

2 DEFINITIONS

2.1 Standard Definitions:

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

- 2.1.1.1 **Contract:** This agreement executed between County and Contractor. Included are all exhibits, appendices, and supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions

for the issuance and performance of all tasks, deliverables, services and other work.

- 2.1.1.2 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.1.3 **Statement of Work (“SOW”):** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services as set forth in Exhibit A.
- 2.1.1.4 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.1.5 **County Project Manager:** Person designated by County’s Project Director to manage the operations under this Contract.
- 2.1.1.6 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.1.7 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County’s Project Manager.
- 2.1.1.8 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.9 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract
- 2.1.1.10 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.11 **County Source Materials** means, the items listed in an Statement of Work (“SOW”) to be delivered by County to Contractor, used by Contractor at County’s direction, or otherwise delivered by County to Contractor, including County provided materials, specifications, direction and instructions, data, and Third Party Materials (as hereinafter defined).
- 2.1.1.12 **Value-Added Content** means any non-software value-added content developed or Services provided by Contractor for a Project (as hereinafter defined) at the request of County, including (but not limited to) Project documentation.

- 2.1.1.13 **Project Software** means the software developed by Contractor specifically pursuant to this Contract and/or that is included in a Project. For the avoidance of doubt, Project Software shall not include any County Source Materials, Contractor proprietary software, or Value-Added Content.
- 2.1.1.14 **Third Party Software** means any third party software included in a Project or used by Contractor to develop the Project Software.
- 2.1.1.15 **Third Party Materials** means any: third party hardware, software, data, services or value-added content included in a Project.
- 2.1.1.16 **Services** means the services provided by Contractor under an SOW to create the Value-Added Content, the Project Software, or to provide knowledge transfer and transitional support.
- 2.1.1.17 **Deliverables** means the deliverables produced by Contractor as a result of the Services it provides to County under the SOW. Deliverables shall be limited to Value-Added Content and Project Software produced by Contractor.
- 2.1.1.18 **Product Backlog** means a list of County prioritized Project activities and user stories. [The Product Backlog for a Project typically will be maintained in a JIRA instance, or in another format mutually agreed to by the County and the Contractor.]
- 2.1.1.19 **Project** means the engagement described in the SOW in which Contractor provides certain Services and produces certain Deliverables for the County.
- 2.1.1.20 **Department** means the County's Registrar-Recorder/County Clerk.

3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all Deliverables and Services.
- 3.2 If the Contractor provides any Deliverables and Services, 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.

4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be commence after execution by County's Board of Supervisors, on June ____, 2018 to December 31, 2020 unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to an additional one (1) year period and six (6) months to month extensions, for a maximum total Contract term of four (4) years and one (1) month. Each such extension option may be exercised at the sole discretion of the (Board of

Supervisors or Department Head or his/her designee as authorized by the Board of Supervisors).

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.

- 4.3 The 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.

5 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 In consideration of the timely completion of the Services and Deliverables and in accordance with the terms and conditions herein, Contractor will be paid a fixed fee of twelve million US dollars (\$12,000,000) as specified in Exhibit B (Pricing Schedule).

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

- 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.

5.4 No Payment for Services Provided Following Expiration- Termination of Contract

- 5.4.1 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.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - 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. Such written approval shall not be unreasonably withheld.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).

5.5.3 The Contractor's invoices shall contain the information set forth in the Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service or as specified in an SOW.

5.5.5 All invoices under this Contract shall be submitted electronically (via e-mail) to the County Project Director (or other individuals as directed by the County), or if by mail, in two (2) copies to the following address:

RR/CC Financial Services Section, Room 7211 12400 Imperial Highway,
Room 7213, Norwalk, CA 90650. E-mail: schow@rrcc.lacounty.gov and
JKim@rrcc.lacounty.gov

5.5.6 County Approval of Invoices

The County's Project Manager will review each invoice for any discrepancies and will, within fourteen (14) calendar days of receipt thereof, (a) approve the amounts requested for payment thereon, which approval shall not be unreasonably withheld, or (b) notify Contractor in writing of any discrepancies found upon such review and deliver to the Contractor a list of disputed charges on such invoice. The Contractor shall review the disputed charges and either send a written explanation reasonably addressing the County's concerns or resubmit a revised invoice. If the County does not receive a written explanation for the charges within thirty (30) days of sending such notification, Contractor shall be deemed to have waived its right to receive payments for such disputed amounts, but may thereafter submit such disputed amounts in a subsequent invoice.

5.5.7 [Intentionally Omitted]

5.6 **Cost of Living Adjustment (COLA's) [Intentionally Omitted]**

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

6.2.1 The role of the County's Project Director may include:

6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

6.3.1 The role of the County's Project Manager is authorized to include:

6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.1.2 Inspecting any and all Services or Deliverables provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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.

6.4 County's Contract Project Monitor

6.4.1 The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be

relieved, excused or limited thereby. The County's Project Monitor reports to the County's Project Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs 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.

7.2 Contractor's Project Manager

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

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

7.3.1 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.

7.4 Contractor's Staff Identification

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

7.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

7.4.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.4.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's County ID badge to the County on the

next business day after the employee has been removed from working on the County's Contract.

7.5 Background and Security Investigations

7.5.1 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 of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request 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.

7.5.2 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.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 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.

7.6.2 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 Paragraph 7.6, as reasonably determined by County and noticed to the Contractor in writing . Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 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 to 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.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor shall sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared, mutually agreed to, and executed by the Contractor and by Department Head or his/her designee

8.1.2 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 to make the Contract consistent with the then-current County-wide contracting policies. 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, mutually agreed to, and executed by the Contractor and by Department Head or his/her designee.

8.1.3 The Department Head or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - 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 Department Head or Designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of Contractor 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.

- 8.2.2 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 paragraph, 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 delegatee 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.
- 8.2.3 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 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, not to be unreasonably withheld, of County in accordance this Section 8.2.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without 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.

8.3 Authorization Warranty

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

8.4 Budget Reductions

- 8.4.1 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.

8.5 Complaints [Intentionally Omitted]

8.6 Compliance with Applicable Law

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

8.6.2 Contractor shall indemnify, defend, and hold harmless 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 (except if, and to the extent, a failure to comply results from (i) the use or inclusion of the County Source Materials, (ii) Contractor's conformance with County provided specifications, or (iii) Contractor's adherence to the County's written instructions or directions), as reasonably determined by County and noticed in writing to Contractor. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) 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 to 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.

8.7 Compliance with Civil Rights Laws

8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e)

(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D (Contractor's EEO Certification).

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section 8.8, "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 fifty thousand dollars (\$50,000) or more in any twelve (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 forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by 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 ninety (90) days or less within a twelve (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 paragraph. The provisions of this paragraph shall be inserted into any

such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Jury Service Program.
4. Contractor’s violation of this Section 8.8 of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 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.
- 8.9.2 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 paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

8.10.1 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.

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 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 and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 **Non-responsible Contractor**

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 **Contractor Hearing Board**

8.12.4.1 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.

8.12.4.2 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.

8.12.4.3 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.

8.12.4.4 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.

8.12.4.5 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.

8.12.4.6 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.

8.12.5 **Subcontractors of Contractor**

These terms shall also apply to subcontractors of County Contractors.

8.13 **Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

8.13.1 The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, 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. Information and posters for printing are available at www.babysafela.org.

8.14 **Contractor's Warranty of Adherence to County's Child Support Compliance Program**

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and

spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database. The report to the Board 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.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 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.
- 8.16.2 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.

8.17 Employment Eligibility Verification

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of

employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 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.

8.18 Facsimile or Electronic Signature Representations

The County and the Contractor hereby agree to regard facsimile or electronic signature representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) 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 or electronic signature transmissions of such documents with subsequent (non-facsimile, non-electronic signature) transmission of "original" versions of such documents.

8.19 Fair Labor Standards

8.19.1 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.

8.20 Force Majeure

8.20.1 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 Section 8.20 as "force majeure events").

8.20.2 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 Section 8.20, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

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

8.21 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.

8.22 Independent Contractor Status

- 8.22.1 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.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all People 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.
- 8.22.3 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.
- 8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

8.23.1 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 to the extent arising from (i) the gross negligence or willful or intentional misconduct of the County indemnitees, (ii) the use or inclusion of the County Source Materials, (iii) Contractor’s compliance with County provided specifications, or (iv) Contractor’s compliance with the County’s written directions or instructions. In such case, County’s counsel may participate in such defense. Contractor shall not enter into any settlement agreement as to such claims without County’s consent.

8.24 General Provisions for all Insurance Coverage

8.24.1 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 Paragraphs 8.24 and 8.25 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.

8.24.2 Evidence of Coverage and Notice to County

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

8.24.2.2 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.

8.24.2.3 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 dollars (\$50,000), and list any County required endorsement forms.

8.24.2.4 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.

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

RR/CC Contracts Section, Room 5115 12400 Imperial Highway, Room 7213, Norwalk, CA 90650 and via e-mail: contracts@rrcc.lacounty.gov

8.24.2.6 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 subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

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

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. 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.

8.24.5 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.

8.24.6 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.

8.24.7 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.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against 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 effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate

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

8.24.10 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.

8.24.11 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.

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 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.

8.24.15 **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.

8.25 **Insurance Coverage**

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

8.25.3 **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.

8.25.4 **Unique Insurance Coverage**

8.25.4.1 [Intentionally Omitted].

8.25.4.2 **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 Agreement's expiration, termination or cancellation.

8.25.4.3 [Intentionally Omitted].

8.25.4.4 [Intentionally Omitted]

8.25.4.5 Technology Errors & Omissions Insurance

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

8.25.4.6 [Intentionally Omitted]

8.25.4.7 [Intentionally Omitted]

8.26 Liquidated Damages

8.26.1 If, in the reasonable judgment of the Department Head, or his/her designee, the Contractor is deemed to be substantially 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 payment or deduct pro rata from the Contractor's unpaid 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. If Contractor is able to cure the reasons for said action within five (5) days or in a reasonable time period as mutually agreed by the parties in writing, then County shall pay Contractor for any withheld or deducted amounts.

- 8.26.2 If the Department Head, or his/her designee, reasonably 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 reasonable 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 deduct liquidated damages from Contractor's payment. 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 thousand dollars (\$1,000) per day if not remedied within the specified time, or as specified in the Exhibit 2 (Performance Requirements Summary (PRS) Chart Appendix B (Statement of Work Exhibits)) hereunder, Contractor shall be liable to the County for liquidated damages as set forth therein. Said amounts shall be deducted from the County's payment to the Contractor. 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 unpaid payment to the Contractor from the County, as determined by the County. Liquidated damages under this Contract shall not exceed one thousand (\$1,000) per day.
- 8.26.3 The action noted in Paragraph 8.26.2 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 Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph 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 Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

- 8.27.1 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.

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated

equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 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 Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) 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.
- 8.28.8 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.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

8.31.1 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.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

8.32.1 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.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed

receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E (County's Administration) and F (Contractor's Administration) and e-mailed to contracts@rrcc.lacounty.gov. 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.

8.35 Prohibition Against Inducement or Persuasion

- 8.35.1 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; provided that the foregoing provisions shall not prohibit (i) general solicitations of employment not specifically directed toward a prohibited person (including via electronic, print or other media, via use of recruitment professionals or otherwise), or (ii) the soliciting or hiring of any person (A) who responds to any such general solicitation or advertisement, (B) who initiates employment discussions in the absence of a solicitation prohibited by this Section 8.35, or (C) who is no longer employed by the other Party.

8.36 Public Records Act

- 8.36.1 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 Paragraph 8.38 (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.
- 8.36.2 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.

8.37 Publicity

- 8.37.1 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:
- 8.37.1.1 The Contractor shall develop all publicity material in a professional manner; and
 - 8.37.1.2 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.
- 8.37.2 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 Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 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 seven (7) 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 or made available electronically, provided that if any such material not made available electronically and 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.
- 8.38.2 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) 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 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.

8.38.4 [Intentionally Omitted]

8.39 Recycled Bond Paper

8.39.1 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.

8.40 Subcontracting

8.40.1 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.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

E-mail information above to contracts@rcc.lacounty.gov

8.40.3 The Contractor shall indemnify, defend, 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.

- 8.40.4 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.
- 8.40.5 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.
- 8.40.6 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.
- 8.40.7 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.
- 8.40.8 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. Before any subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

- 8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (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 Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1 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 thirty (30) days after the notice is sent.

- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
 - 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
 - 8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 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 Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- 8.43.1 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:
 - 8.43.1.1 Contractor has materially breached this Contract; or
 - 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, Deliverable, Service, or other work required either under this Contract; or
 - 8.43.1.3 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.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, 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. Notwithstanding any provision of this Contract, including but not limited to subparagraph 9.10, Contractor shall be liable to the County for any and all excess costs incurred by the County, as reasonably determined by the County, for such similar goods and services up to ten percent (10%) of the pro-rated amount for any related Deliverable(s) as indicated in the SOW Payment Schedule under Invoice Amount. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy,

acts of the 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 paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 8.43.6 The Contractor may, by written notice to the County, terminate the whole or any part of this Contract, if, in the Contractor's reasonable judgment as noticed to the County in writing that the County has materially breached this Contract, which the County has failed to cure within thirty (30) days after said written notice.

8.44 Termination for Improper Consideration

- 8.44.1 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.
- 8.44.2 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.

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

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 8.45.1.1 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;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or
 - 8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

- 8.46.1 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.

8.47 Termination for Non-Appropriation of Funds

- 8.47.1 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.

8.48 Validity

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

8.49 Waiver

8.49.1 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 paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 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.

8.50.2 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.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

8.51.1 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 County 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.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

8.52.1 Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "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.

8.53 Time Off for Voting

8.53.1 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.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Integrated Pest Management Compliance [Intentionally Omitted]

9 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program [Intentionally Omitted]

9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA) [Intentionally Omitted]

9.3 Ownership of Materials, Software and Copyright

9.3.1 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, except propriety materials owned by the Contractor and used in a Project (as to which the Contractor shall, upon payment of any of Contractor's invoices as to the deliverable such propriety materials were included within, grant County an irrevocable, perpetual, non-exclusive, sublicenseable (through multiple tiers), fully paid-up, and transferrable license), and except County Source Materials and Third Party Materials (as to which the County shall be solely responsible to obtain all necessary licensing rights). 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.

- 9.3.2 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.
- 9.3.3 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.
- 9.3.4 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.
- 9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.4.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.4.3. or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this Paragraph 9.3 shall survive the expiration or termination of this Contract.

9.4 Patent, Copyright and Trade Secret Indemnification

- 9.4.1 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, except to the extent arising from i) the use or inclusion of the County Source Materials, ii) Contractor's conformance with County provided specifications, or iii) the County's written instructions or direction. 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.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure (except to the extent arising from i) the use or inclusion of the County Source Materials, ii) Contractor's conformance with County provided specifications, or iii) the County's written instructions or direction), 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.

9.4.3 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.

9.5 Contractor's Charitable Activities Compliance [Intentionally Omitted]

9.6 Data Destruction

Following termination of Contract or upon written notice from County, 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 National Institute of Standard and Technology (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. For at least seven (7) years, County shall maintain a tracked version of the Project and shall, at County's reasonable discretion, make it available to Contractor in the event of reasonable anticipation of litigation against Contractor relating to the Project; provided that Contractor shall at all times encrypt any such copy pursuant to then-current encryption standards reasonably agreed to by the County and Contractor.

9.7 Local Small Business Enterprise (LSBE) Preference Program [Intentionally Omitted]

9.8 Social Enterprise (SE) Preference Program [Intentionally Omitted]

9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program [Intentionally Omitted]

9.10 Limited Liability

Any monetary liability of Contractor to County, except as to subparagraph 8.43.2, with respect to each Statement of Work shall be limited to the amount of damages up to the payment made to Contractor for the applicable SOW, or the insurance limits required in Section 8.25 (Insurance Coverage), whichever is greater.

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

By _____ for
DEAN C. LOGAN
REGISTRAR-RECORDER/COUNTY CLERK

CONTRACTOR:
THE DIGITAL FOUNDRY

By _____
Name _____
Title _____

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Michael D. Owens
Deputy County Counsel

STATEMENT OF WORK (SOW)
CONTRACT FOR VOTING SOLUTIONS FOR ALL PEOPLE (VSAP)
TALLY SYSTEM AND BALLOT LAYOUT APPLICATION
June 2018

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SOW EXHIBITS

- 1-TASK/DELIVERABLE ACCEPTANCE CERTIFICATE
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- 3- **INTENTIONALLY OMITTED**
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1.0 OVERVIEW

A. Objective

Through this Statement of Work (SOW) the County of Los Angeles (County) Registrar-Recorder/County Clerk (RR/CC) will complete a production software development and implementation build of the new Tally System and a build of the VSAP Ballot Layout Application (VBL Application) components (hereafter referred to as Project) of the Voting Solutions for All People solution (VSAP). The Digital Foundry, Inc. (Contractor) will furnish certain professional Services hereinafter defined to successfully complete this Statement of Work (SOW).

The Tally System and VBL Application are custom software solutions implemented on an open source software stack and owned by County.

Among its key features, the Tally System will receive digital images of voted paper ballots from one or more scanner output directories, use digital image processing tools and techniques to recognize and adjudicate the votes cast on the ballots, and tabulate and report the results. The Tally System will be capable of processing both hand-marked full-face Vote By Mail (VBM) ballots, as well as machine-printed ballots produced by the VSAP Ballot Marking Device (BMD), and will support reading and decoding QR codes printed on both types of ballots. The Tally System will verify the authenticity of ballots being processed, and will keep logs and batch processing information to support independent ballot-level audits of election results.

The VBL Application will take ballot content from the Election Management System (EMS) in a standard data-interchange format and lay it out in the VBM and BMD ballot print formats required by VSAP specifications. It will also generate data files and packages necessary to configure the various VSAP components for an election, integrate them into a comprehensive end-to-end voting solution, and support integration of election results with an external EMS.

Upon project completion, County will have a Tally System and VBL Application that will be integratable with the overall VSAP solution to be tested and certified by the California Secretary of State for use in elections in the County of Los Angeles.

B. Background

The VSAP Project (formerly known as the Voting Systems Assessment Project) was launched by the Los Angeles County RR/CC in 2009 to address an aging voting system and an increasingly large and complex electorate. Its goal has been to modernize the voting experience, and the systems and processes that support it, through an open, transparent, participatory and data-driven approach centered on the voter and the human factors involved in engaging and participating in the democratic process.

The VSAP Program was designed to give the County control over the system design and development to ensure that the voting experience it delivers meets the needs of current and future voters.

The VSAP Program seeks to implement a voting system that is owned, operated, and maintained by the County, and is also pursuing an open source technology strategy that has the potential to foster new models of voting systems development and implementation, and to provide other election jurisdictions new avenues for collaboration and cost sharing.

Over several years, the VSAP Program completed several phases of research, user testing and iterative design of the new voting experience, and concluded Phase 3 – Design and Engineering of the VSAP solution in 2016, which produced:

- new custom-designed Ballot Marking Device (BMD) and new BMD paper ballot
- improved hand marked full face Vote by Mail paper ballot
- innovative Interactive Sample Ballot (ISB)
- modernized Tally System based on modern and scalable technologies.

RR/CC is currently in progress with Phase 4 to manufacture and certify the new voting system (BMDs). Realizing that rolling out components of the VSAP solution in phases is the best approach to balancing the implementation risks with the risks of continuing to conduct elections with an aging legacy voting system,

RR/CC sought to hire a software architecture and engineering firm to assist in developing the VSAP Tally system to use for the November 2018 Gubernatorial General Election. In August 2017, RR/CC engaged with Digital Foundry under a competitive Enterprise Master Services Agreement (ESMA) Work Order (No. 2016-010) to architect and prototype a VSAP Tally solution capable of processing and tabulating the new VSAP Vote by Mail (VBM) paper ballots. The successful outcomes of the prototyping effort led RR/CC to amend the Work Order in January 2018 to extend the engagement to June 2018 and add scope to develop and test an initial Version 1.1.2.2 release of the VSAP Tally System, supporting core Tally functionality only, and gain Secretary of State (SOS) approval its use to tally VBM ballots in the November 2018 Gubernatorial General Election.

Following the release of Tally System Version 1.1.2.2, RR/CC intends to maintain the partnership with Digital Foundry to ensure the timely completion of a fully featured VSAP Tally System and VBL Application necessary for the successful rollout of an integrated VSAP solution, including BMDs deployed in Vote Centers, in the March 2020 Presidential Primary Election.

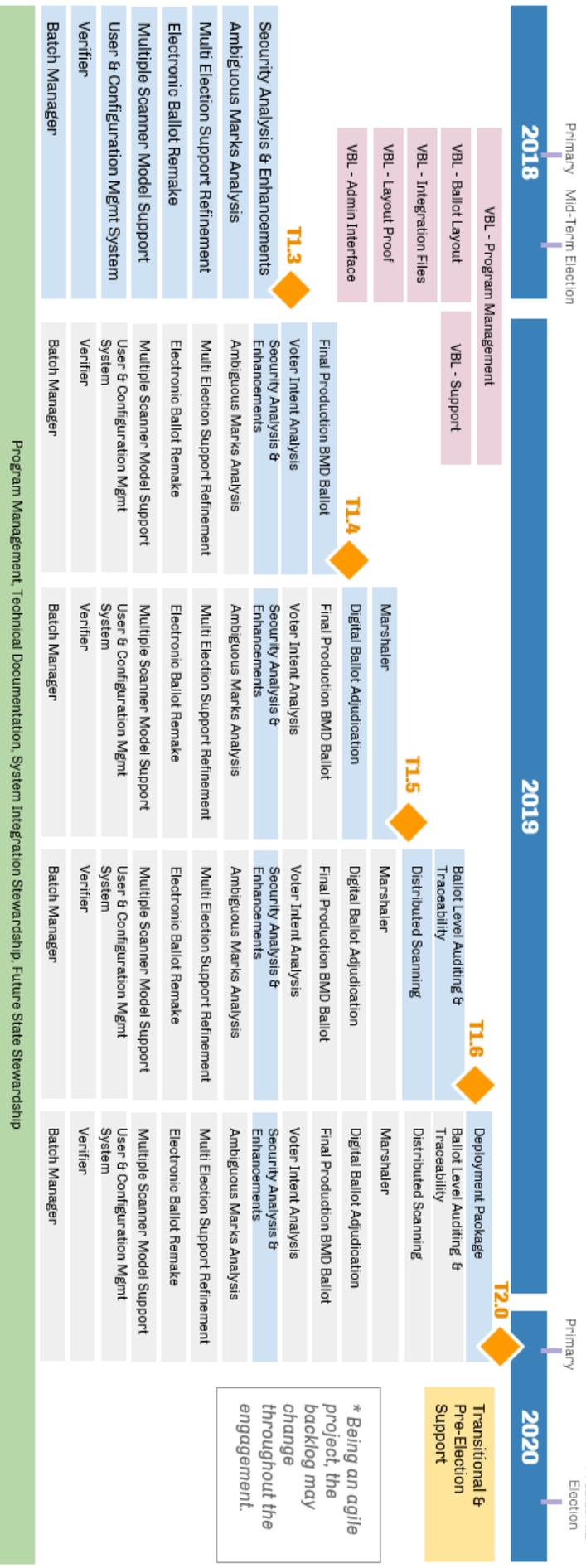
For more information visit: <http://vsap.lavote.net/>

C. Project Scope

The software development efforts of the Project will follow a co-development strategy to ensure County's ability to operate and support the Tally System and VBL Application components following implementation, and will be managed using an Agile methodology. The Development Team, which will consist of Contractor software engineers and County software engineers, will be led by a Contractor Project Manager and a Contractor Lead Architect. The work of the Development Team will be governed by a Product Backlog that details and prioritizes the features and functionality of the software to be implemented. The content of the Product Backlog, organized as epics and constituent user stories, will be directed and prioritized by County serving as the Product Owner.

The implementation of the Product Backlog will take place over a series of software version releases. Each release will initially target a specific set of epics and user stories, but as the Project unfolds the County, as Product Owner, may change the priority of the epics and user stories, thereby affecting the order in which software features and functionality are implemented in the successive version releases. Contractor will demonstrate progress on the implementation of the Product Backlog using status reports for each sprint and software version release notes. A visualization of the current Product Backlog, showing a schedule of version releases and targeted epics, is depicted in the figure on the next page.

Tally/VBL Production Solution Road Map*



2.0 PHASES OVERVIEW/PROJECT SCHEDULE

Contractor is being engaged to deliver expert Services in software engineering using Agile methodologies, systems architecture and integration, and systems testing and documentation. In delivering these Services, Contractor shall:

- apply knowledge of current industry standards and best practices
- be consistent with the VSAP General Voting System Principles (<http://vsap.lavote.net/principles/>)
- comply with the requirements set forth in the California Voting System Standards (CVSS) and other California laws and regulations affecting voting systems testing and certification.

The Services and corresponding 17 tasks are organized around four major phases:

1. Production Tally Implementation (Phase 1)

Tasks 0 – 6 will build upon the work completed in the Tally Prototyping and Initial Release phase (completed under amended ESMA Work Order 2016-010) and will focus on the collaborative development of the production Tally System. Contractor will work with County to co-develop the software and its functionality. Contractor and County software engineering teams will conduct a series of Agile implementation sprints to develop the Tally System software as defined in the Product Backlog. County as Product Owner will prioritize the then-current Product Backlog prior to each sprint, and Contractor will provide a demonstration of its system development progress at the end of each sprint.

2. Tally Program Management (Phase 2)

Tasks 7 – 9 comprise activities relate to supporting oversight and management of the Tally System implementation, including tasks and Deliverables related to technical documentation, system integration with the overall VSAP solution, and future state stewardship of the Tally System as an open source technology solution.

3. Tally Transitional Support & Pre-Election Support (Phase 3)

Tasks 10 – 11 consist of activities pertaining to issue investigation, minor hotfixes, and transition to full County custodianship of the Tally solution, which take place at the end of system development activities. Tally Transitional Support will consist of reviewing transitional support issues in the Product Backlog, conducting County requested knowledge transfer meetings, and performing County requested hotfixes. The Tally Transitional Support task will conclude with a final status report. Under Pre-Election Support, Contractor, with a reduced team, will investigate issues and preform knowledge transfer to County leading up to County's use of the Tally System in the November 2020 Presidential Election.

4. VSAP Ballot Layout Application (Phase 4)

Tasks 12 – 17 will focus on the collaborative development of the VSAP Ballot Layout Application (VBL Application). Contractor will work with the County to co-develop the software and its functionality. Contractor and County engineering teams will

**EXHIBIT A
STATEMENT OF WORK**

conduct a series of Agile implementation sprints to develop the VBL Application as defined in the Product Backlog. County Product Owner to prioritize the backlog prior to each sprint, and Contractor will provide a demonstration of its system development progress at the end of each sprint.

Under the direction of County and using County Source Materials (hereinafter defined), Contractor will provide Services and Deliverables according to the project schedule (See below and Standard Contract Exhibit C- Contractor's Proposed Schedule) and task descriptions below.

Services	Resources (Blended Core Team)	Duration	Period	
			Start Date	End Date
Transition from ESMA Work Order Task 0	Approx. 6.0	2 weeks	06/18/2018	06/29/2018
Tally System Implementation Tasks 1 - 6	Approx. 7.0	84 weeks	07/02/2018	02/07/2020
Tally System Program Management Tasks 7 - 9	Approx. 3.0	96 weeks	07/02/2018	05/01/2020
Tally System Transitional Support Task 10	Not to exceed 200 hours per week	12 weeks	02/10/2020	05/01/2020
Tally System Pre-Election Support Task 11	Not to exceed 80 hours per week	28 weeks	05/04/2020	11/13/2020
VBL Application Planning Task 12	Approx. 3.0	2 weeks	07/02/2018	07/13/2018
VBL Application Alpha Build Task 13	Approx. 6.0	13 weeks	07/16/2018	10/12/2018
VBL Application Beta Build Task 14	Approx. 6.0	4 weeks	10/15/2018	11/09/2018
VBL Application Production Release and Support Task 15	Not to exceed 120 hours per week	6 weeks	11/12/2018	12/21/2018
VBL Application Post Release Support Task 16	Not to exceed 40 hours per week	6 weeks	12/24/2018	02/01/2019
VBL Application Program Management Task 17	Approx. 1.0	31 weeks	07/02/2018	02/01/2019

3.0 SEVENTEEN (17) TASKS AND DELIVERABLES

During the periods and utilizing the resources specified in the Project Schedule, Contractor will initiate implementation of the Project utilizing the then-current Product Backlog. Prior to each sprint (typically a two-week implementation cycle), County will prioritize the user stories and activities from the then-current Product Backlog. Using the prioritized Product Backlog, Contractor will assign story points to a set of user stories and activities to be implemented during the upcoming sprint. For this reason, it is possible that not all specified user stories will be implemented. Contractor Deliverables shall be evidenced by Project documentation written by Contractor and Project Software written and demonstrated by Contractor and released as progressive versions. Contractor shall submit a Task/Deliverable Acceptance Certificate (SOW Exhibit 1) along with evidence of deliverable completion to County for review and approval prior to submitting an invoice. Contractor shall only submit deliverable invoices after receiving an approved Deliverable Acceptance Form signed by the County.

Phase 1 – Production Tally Implementation (Tasks 0-6)

In Phase 1, Contractor shall work with the County team to continue the co-development of the Tally System according to the epics defined in the roadmap produced under the prior ESMA (Work Order No. 2016-010 – Amendment 1) engagement and recorded in the Product Backlog.

Task 0 – Transition from ESMA Work Order

This task will help ensure the seamless transition of Tally System implementation from the ESMA engagement to the subsequent tasks outlined in this SOW. Contractor shall provide a blended team of resources to augment the support team during the last two weeks of the ESMA engagement to continue the co-development of the Tally System with a full team, maintaining momentum and velocity during the transition period.

In preparation for the transition to the work required in this SOW, Contractor shall develop a Project Control Plan that will describe how the Contractor will monitor progress and ensure the timely completion and quality of Deliverables, including the means by which status is reported (e.g. progress/completion/level of effort of epics and user stories, burn rates and other metrics of team performance) and software development is demonstrated and documented.

- Deliverable 0.1 – Project Control Plan

Task 1 Deliverable Acceptance Criteria:

Contractor shall develop a Project Control Plan document as described in Task 0, which shall be reviewed and approved by the VSAP Program Manager.

Task 1 – Tally System Version 1.2 Implementation

Task 1 will complete the implementation of the Tally System Version 1.2, begun in the prior ESMA engagement, and consists of activities to iteratively produce over several minor version releases continuing enhancements to existing features, as well as new epic features listed below:

- **Electronic Ballot Remake** – This epic involves the analysis and implementation of digital ballot remake and adjudication capabilities. These features will be defined by the degree to which and means by which – both technically and legally – remake and adjudication can be completed digitally without the need to physically remake the ballot.
- **Multiple Scanner Model Support** – This epic involves determining the suitability of one or two previously-identified scanners to pursue Tally System support of those scanners, analyzing their imaging characteristics and other integration considerations beyond image quality.
- **User and Configuration Management System** – This epic involves defining the number and kinds of roles required by the Tally System, as well as role and permissions management requirements. This would allow the extension of the existing authentication system based on these requirements. It also includes defining requirements and implementing functionality to make configuration management (both system and election configuration) easier and more intuitive.
- **Security Analysis and Enhancements** – This epic involves activities surrounding the analysis and testing of system security based on feedback from the County, as the system changes with the addition and enhancement of features.
 - Deliverable 1.1 – Tally System Version 1.2.3 and Release Notes
 - Deliverable 1.2 – Tally System Version 1.2.4 and Release Notes
 - Deliverable 1.3 – Tally System (Version 1.2) Sprint Status Reports

Task 1 Deliverable Acceptance Criteria:

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional Tally System able to perform all functionality described in Task 1, which shall be reviewed and approved by the VSAP Program Manager.

Task 2 – Tally System Version 1.3 Implementation

Task 2 consists of development activities to produce continuing enhancements to existing features, as well as new epic features listed below:

- **Voter Intent Analysis** – This epic involves investigating the feasibility of analyzing vote positions in the context of all other vote positions (either on the page, for the ballot style, or for the entire contest) to improve vote interpretation accuracy. This may also include trying to understand if it is feasible to determine voter intent from other poorer quality marks (particularly those outside the voting position). Implementation goals and user stories placed in the Product Backlog will be based on the result of these findings.
- **Batch Manager** – This epic involves providing stronger box/precinct/ballot group/batch level grouping of ballots within the system, as well as support for batch-level auditing.

- **Security Analysis and Enhancements** – This epic involves activities surrounding the analysis and testing of system security based on feedback from the County, as the system changes with the addition and enhancement of features.
 - Deliverable 2.1 – Tally System Version 1.3.1 and Release Notes
 - Deliverable 2.2 – Tally System Version 1.3.2 and Release Notes
 - Deliverable 2.3 – Tally System Version 1.3.3 and Release Notes
 - Deliverable 2.4 – Tally System Version 1.3.4 and Release Notes
 - Deliverable 2.5 – Tally System (Version 1.3) Sprint Status Reports

Task 2 Deliverable Acceptance Criteria:

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional Tally System able to perform all functions described in Task 2, which shall be reviewed and approved by the VSAP Program Manager.

Task 3 – Tally System Version 1.4 Implementation

Task 3 consists of development activities to produce continuing enhancements to existing features, as well as new epic features listed below:

- **Final Production BMD Ballot** – This epic involves activities related to decoding, processing, and adjudicating BMD ballots as produced by the final production BMD.
- **Verifier** – This epic involves the implementation of a verifier step to validate that all BMD ballots are signed by a known BMD key. This action ensures the authenticity of the BMD ballots.
- **Security Analysis and Enhancements** – This epic involves activities surrounding the analysis and testing of system security based on feedback from the County, as the system changes with the addition and enhancement of features.
 - Deliverable 3.1 – Tally System Version 1.4.1 and Release Notes
 - Deliverable 3.2 – Tally System Version 1.4.2 and Release Notes
 - Deliverable 3.3 – Tally System Version 1.4.3 and Release Notes
 - Deliverable 3.4 – Tally System Version 1.4.4 and Release Notes
 - Deliverable 3.5 – Tally System (Version 1.4) Sprint Status Reports

Task 3 Deliverable Acceptance Criteria:

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional Tally System able to perform all functions described in Task 3, which shall be reviewed and approved by the VSAP Program Manager.

Task 4 – Tally System Version 1.5 Implementation

Task 4 consists of development activities to produce continuing enhancements to existing features, as well as new epic features listed below:

- **Marshaler** – This epic involves understanding and implementing system changes required for enabling the geographic distribution of Tally System services around the County in support of distributed scanning, particularly as it relates to ballot accountability and security when moving ballot images or records over the County WAN. The Marshaler is intended to deliver this service as an integrated step in the Tally System’s message brokering architecture.
- **Digital Ballot Adjudication** – This epic involves the digital handling of write-in votes, provisional ballots, or other ballots that have been out-stacked and require adjudication.
- **Security Analysis and Enhancements** – This epic involves activities surrounding the analysis and testing of system security based on feedback from the County, as the system changes with the addition and enhancement of features.
 - Deliverable 4.1 – Tally System Version 1.5.1 and Release Notes
 - Deliverable 4.2 – Tally System Version 1.5.2 and Release Notes
 - Deliverable 4.3 – Tally System Version 1.5.3 and Release Notes
 - Deliverable 4.4 – Tally System Version 1.5.4 and Release Notes
 - Deliverable 4.5 – Tally System (Version 1.5) Sprint Status Reports

Task 4 Deliverable Acceptance Criteria:

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional Tally System able to perform all functions described in Task 4, which shall be reviewed and approved by the VSAP Program Manager.

Task 5 – Tally System Version 1.6 Implementation

Task 5 consists of development activities to produce continuing enhancements to existing features, as well as new epic features listed below:

- **Ballot Level Auditing and Traceability** – This epic involves activities and functionality related to capturing and surfacing logging information to ensure the end-to-end transparency of ballot processing, and to verify that the digital record of the votes cast faithfully represents the intent of the voter as recorded on the physical paper ballot.
- **Distributed Scanning** – This epic involves activities to implement enhancements necessary to facilitate the distribution of ballot scanning and processing at different sites around the County.
- **Security Analysis and Enhancements** – This epic involves activities surrounding the analysis and testing of system security based on feedback from the County, as the system changes with the addition and enhancement of features.

- Deliverable 5.1 – Tally System Version 1.6.1 and Release Notes
- Deliverable 5.2 – Tally System Version 1.6.2 and Release Notes
- Deliverable 5.3 – Tally System Version 1.6.3 and Release Notes
- Deliverable 5.4 – Tally System Version 1.6.4 and Release Notes
- Deliverable 5.5 – Tally System (Version 1.6) Sprint Status Reports

Task 5 Deliverable Acceptance Criteria:

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional Tally System able to perform all functions described in Task 5, which shall be reviewed and approved by the VSAP Program Manager.

Task 6 – Tally System Version 2.0 Implementation

Task 6 consists of development activities to produce continuing enhancements to existing features, as well as new epic features listed below:

- **Deployment Package** – This epic involves the creation of a deployment package that supports user-friendly and automated (to the extent possible) installation of the Tally System, and facilitates its distribution and set up by test labs, certifying authorities, and potentially other jurisdictions. This deployment package may also include the VSAP Ballot Layout Application as an optional installation.
- **Security Analysis and Enhancements** – This epic involves activities surrounding the analysis and testing of system security based on feedback from the County, as the system changes with the addition and enhancement of features.

At the conclusion of the task, Contractor shall provide County with a final list of all Third-Party Software included in the Tally System by Contractor as part of its Services hereunder. Such use of all Third-Party Software will have been listed in this SOW, included by Contractor at County's direction, delivered to Contractor by County, or otherwise approved by the County prior to inclusion. That list shall include the name and version of the Third-Party Software, its use in the Tally System, and the associated license name and version.

- Deliverable 6.1 – Tally System Version 2.0.1 and Release Notes
- Deliverable 6.2 – Tally System Version 2.0.2 and Release Notes
- Deliverable 6.3 – Tally System Version 2.0.3 and Release Notes
- Deliverable 6.4 – Tally System (Version 2.0) Sprint Status Reports
- Deliverable 6.5 – Final List of Tally System Third-Party Software

Task 6 Deliverable Acceptance Criteria:

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional Tally System able to perform all functions described in Task 6, which shall be reviewed and approved by the VSAP Program Manager.

Phase II. Tally System Program Management (Tasks 7-9)

Phase 2 consists of tasks related to the oversight and management of the Tally System implementation, along with tasks and Deliverables related to technical documentation, VSAP system integration stewardship, and future state stewardship. The Program Management implementation cycle runs every twelve weeks, commencing with a planning meeting and concluding with a report of status and activities. Contractor Deliverables for Program Management activities shall be evidenced by documentation, backlog updates, status reports and final reports.

Task 7 – Tally System Technical Documentation

Task 7 will focus on the development of the technical documentation required by the California Secretary of State (SOS) for certification based on the California Voting System Standards (CVSS) adopted October 2014 and the regulatory process for voting system certification. This task continues the work on documentation completed in the prior ESMA engagement, with updates addressing subsequent changes to the Tally System, and the inclusion of the VBL Application where applicable. Contractor, in consultation with County development team, shall write the documents with a focus on the content that pertains to the software engineering and other Services being provided by Contractor for the implementation of the Tally System and VBL Application, and to provide the information needed by the SOS to test, evaluate and certify them as part of the overall VSAP solution. Based on feedback from the SOS, Contractor shall work with the County team to make necessary updates to pertinent sections of the technical documentation

Contractor shall also produce technical documentation for the Tally System and VBL Application in the form of user guides and manuals as described by the CVSS, as well as continuing enhancements to the Technical Data Package (TDP) with specific focus on the sections pertaining to software engineering and other Services provided by Contractor. Documentation will be written to a degree of granularity which will be defined and agreed upon by County and Contractor. The documentation shall be edited and proofed by Contractor to ensure completeness and accuracy, and shall use clear, plain language as much as possible to ensure general readability, but assumes the reader will have a reasonable level of technical competency required to use and maintain the Tally System.

- Deliverable 7.1 - Updated User Guides and Manuals
- Deliverable 7.2 - Updated User Guides and Manuals
- Deliverable 7.3 - Updated User Guides and Manuals
- Deliverable 7.4 - Updated User Guides and Manuals
- Deliverable 7.5 - Updated User Guides and Manuals
- Deliverable 7.6 - Updated User Guides and Manuals
- Deliverable 7.7 - Updated User Guides and Manuals
- Deliverable 7.8 - Final User Guides and Manuals

Task 7 Deliverable Acceptance Criteria:

Contractor shall carry out the activities and produce the documentation described in this task, which shall be reviewed and approved by the VSAP Program Manager.

Task 8 – VSAP System Integration Stewardship

Task 8 focuses on assisting with the integration of the Tally System into the overall VSAP solution. A Prime Contractor-led team selected in the VSAP Implementation and Support Services RFP process will be responsible for the development and implementation of the Ballot Marking Device, BMD Manager, and Interactive Sample Ballot components of the VSAP solution, as well as the integration, certification testing, and implementation of the VSAP as an integrated end-to-end voting solution. Contractor shall work with the Prime Contractor-led team as a steward to ensure that the Tally System is integratable into the overall end-to-end VSAP solution and is prepared for testing and certification by the California Secretary of State. Contractor shall serve as a steward during the integration process to share the knowledge gained by Contractor during earlier design and development phases of Tally System. Contractor shall not develop new code or modify existing code during this task, as coding is complete after Tally System Implementation and Transitional Support tasks (Task 1 – 7).

This task is anticipated to start in Q3 in 2018 after the RFP process has been completed and the Prime Contractor-led team has been selected and under contract. Contractor will track and manage system integration stewardship activities through the use of a backlog of activities, a preliminary draft of which was created in the prior ESMA engagement. Contractor will continue to update and maintain this backlog throughout this task. Contractor shall provide regular status reports on the progress of system integration activities and backlog items.

- Deliverable 8.1 - System Integration Backlog Update and Status Report
- Deliverable 8.2 - System Integration Backlog Update and Status Report
- Deliverable 8.3 - System Integration Backlog Update and Status Report
- Deliverable 8.4 - System Integration Backlog Update and Status Report
- Deliverable 8.5 - System Integration Backlog Update and Status Report
- Deliverable 8.6 - System Integration Backlog Update and Status Report
- Deliverable 8.7 - System Integration Backlog Update and Status Report
- Deliverable 8.8 - System Integration Final Report

Task 8 Deliverable Acceptance Criteria:

Contractor shall carry out the activities and produce the documentation described in this task, which shall be reviewed and approved by the VSAP Program Manager.

Task 9 – Tally System Future State Stewardship

Task 9 focuses on the evolution of the Tally System and VBL Application after the Development Team completes software development activities and the SOS has certified the system. This task includes activities related to planning for the management and distribution of the Tally System as an open technology solution, and summarizing any open bugs as well as potential future enhancements to the system. Contractor shall support the County team by participating in Tally System and VBL Application governance and distribution discussions with stakeholders and interested jurisdictions.

To establish the foundation for the management and distribution of the Tally System as an open technology solution, Contractor will produce a brief analyzing what options may exist for the future management and distribution of the Tally System and VBL Application. The brief will contain

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findings from interviews and discussions with County project leadership, team members, and advisors, and will reflect Contractor's expertise and experience in software engineering. The brief may also reference relevant examples of successful open technology projects and best practices regarding open source software development and code management. The brief will cover topics including potential approaches to Tally System and VBL Application management and distribution (e.g., roles and responsibilities, tools and technology), code reciprocity, and configuration and integration for other jurisdictions, in the context of three types of technology sharing arrangements:

1. Direct sharing with a jurisdiction
2. Consortium of jurisdictions
3. Non-profit organization for open source code management

The brief will not constitute recommendations by Contractor as to any specific course of action the County should take.

Contractor will produce a Final Report summarizing the state of the Tally System from a software development perspective. The report will summarize open bugs and discuss potential approaches to fixing the bugs, as well as potential future enhancements to the Tally System.

Contractor shall track and manage future state stewardship activities using a backlog of activities, a preliminary draft of which was created in the prior ESMA engagement. Contractor shall continue to update and maintain this backlog throughout this task. Contractor shall provide regular status reports on the progress of system integration activities and backlog items.

- Deliverable 9.1 - Future State Stewardship Backlog Update and Status Report
- Deliverable 9.2 - Future State Stewardship Backlog Update and Status Report
- Deliverable 9.3 - Future State Stewardship Backlog Update and Status Report
- Deliverable 9.4 - Future State Stewardship Backlog Update and Status Report
- Deliverable 9.5 - Future State Stewardship Backlog Update and Status Report
- Deliverable 9.6 - Future State Stewardship Backlog Update and Status Report
- Deliverable 9.7 - Future State Stewardship Backlog Update and Status Report
- Deliverable 9.8 - Future State Stewardship Final Report
- Deliverable 9.9 – Future State Stewardship Open Technology Brief

Task 9 Deliverable Acceptance Criteria:

Contractor shall carry out the activities and produce the documentation described in this task, which shall be reviewed and approved by the VSAP Program Manager.

Phase III. Tally System Post-Implementation Support (Tasks 10-11)

The purpose of phase 3 is to facilitate the transition of the Tally System from the joint team to the County for post-engagement management and support. The phase consists of a transitional support task comprised of three 4-week cycles followed by a pre-election support task consisting of seven 4-week cycles with a reduced team to support the County team leading up to the 2020 November Presidential General Election.

All work for these tasks shall be performed during normal business hours at Contractor's office in Tiburon, CA and/or County's offices in Los Angeles, CA, as approved by the VSAP Program Manager. Each transitional support cycle shall commence with a review of the transitional support backlog (issues to be investigated, knowledge transfer meetings to be scheduled, hotfixes to be addressed) and conclude with a status report.

Task 10 – Tally System Transitional Support

In Task 10 Contractor shall provide transitional support activities including issue investigation, knowledge transfer and minor hotfixes. Transitional support periods shall commence with a review of the transitional support backlog containing issues to be investigated, knowledge transfer meetings to be scheduled, hotfixes to be addresses, and conclude with a status report.

- Deliverable 10.1 – Tally Transitional Support Period 1 Backlog Update and Status Report
- Deliverable 10.2 – Tally Transitional Support Period 2 Backlog Update and Status Report
- Deliverable 10.3 – Tally Transitional Support Period 3 Backlog Update and Status Report

Task 10 Deliverable Acceptance Criteria:

Contractor shall carry out the activities and produce the documentation described in this task, which shall be reviewed and approved by the VSAP Program Manager.

Task 11 – Tally System Pre-Election Support

In Task 11 Contractor shall provide pre-election support activities to assist the County team as needed from the end of the transitional support period to the Presidential Election in 2020. The pre-election support periods shall commence with a review of the pre-election support backlog and conclude with a status report.

- Deliverable 11.1 – Tally Pre-Election Support Period 1 Backlog Update & Status Report
- Deliverable 11.2 – Tally Pre-Election Support Period 2 Backlog Update & Status Report
- Deliverable 11.3 – Tally Pre-Election Support Period 3 Backlog Update & Status Report
- Deliverable 11.4 – Tally Pre-Election Support Period 4 Backlog Update & Status Report
- Deliverable 11.5 – Tally Pre-Election Support Period 5 Backlog Update & Status Report
- Deliverable 11.6 – Tally Pre-Election Support Period 6 Backlog Update & Status Report
- Deliverable 11.7 – Tally Pre-Election Support Period 7 Backlog Update & Status Report

Task 11 Deliverable Acceptance Criteria:

Contractor shall carry out the activities and produce the documentation described in this task, which shall be reviewed and approved by the VSAP Program Manager.

Phase IV. VSAP Ballot Layout Module (Tasks 12-17)

Phase 4 will focus on the collaborative development of the VSAP Ballot Layout (VBL) Application. The VBL Application will define and ingest an output format for an election management system (EMS), will lay out the ballot print formats for VBM and BMD ballots, and generate data files and packages necessary to configure the various VSAP components (the BMD Manager software (BMG), BMD, Interactive Sample Ballot (ISB), and Tally System) for an election, integrate them into a comprehensive end-to-end voting solution, and support integration of election results with an external EMS.

The data files and packages necessary for VSAP integration that shall be generated by the VBL Application include:

- Ballot Definition File (BDF)
- Tally Layout Definition File (TLDF)
- Ballot Layout Definition File (BLDF)
- BMD Application Configuration File (ACF)
- Election Audio Package (EAP)
- Auxiliary Ballot Definition File (ABDF)

The phase will begin with a planning task to build the VBL Product Backlog and define and prioritize the functional requirements of the VBL Application. The next three tasks support the software engineering of the VBL Application, which will take place through the successive release of an Alpha build, a Beta build, and finally a Version 1 production release of the software. The production software release will be followed by post-release technical and transitional support periods, including knowledge transfer. The entire phase will be accompanied by an ongoing Program Management task to support requirements analysis, technical documentation, and systems integration activities.

Task 12 – Planning

Contractor will prepare for and participate in planning activities in Tiburon, CA and Los Angeles, CA, to discuss, update and prioritize the VBL Product Backlog (prioritized list of epics, user stories or activities) for the Project using subject matter expertise and documentation provided by County. Additionally, Contractor will work with County to refine a simple visual design of the wireframes provided by the County.

Activities shall include the following:

- Conduct initial planning meeting.
- Work with County to establish necessary development environment.
- Outline, build, and plan Agile ceremonies (e.g. demos, status reports, sprint planning, sprint retrospectives).
- Discuss software architecture with County as it relates to Project scope.
- Prioritize and sequence the preliminary VBL Product Backlog.
- Work with County to refine a simple visual design for the County-supplied wireframes.
- Design up to three (3) pages with two (2) review sessions and review period not to exceed three (3) days driven by County-provided preliminary workflow and mockup /wireframe.

- Deliverable 12.1 – Preliminary VBL Product Backlog
- Deliverable 12.2 – Refined wireframes with simple visual design

Task 12 Deliverable Acceptance Criteria:

Contractor shall carry out the activities described in this task, which shall be reviewed and approved by the VSAP Program Manager.

Task 13 – VBL Alpha Build

Task 13 will focus on the collaborative development of the Alpha build of the VBL Application. During the period and utilizing the resources specified in the Project Schedule, Contractor will initiate implementation of the Project utilizing the then-current Product Backlog. Prior to each sprint (typically a two-week implementation cycle), County will prioritize the user stories and activities from the then-current Product Backlog. Using the prioritized Product Backlog, Contractor will assign story points to a set of user stories and activities to be implemented during the upcoming sprint. For this reason, it is possible not all specified user stories will be implemented.

- Deliverable 13.1 – VBL Version 0.1 (Alpha) and Release Notes
- Deliverable 13.2 – VBL Version 0.2 (Alpha) and Release Notes
- Deliverable 13.3 – VBL Version 0.3 (Alpha) and Release Notes
- Deliverable 13.4 – VBL (Alpha) Sprint Status Reports

Task 13 Deliverable Acceptance Criteria:

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional VBL Application able to perform all functionality described in Task 13, which shall be reviewed and approved by the VSAP Program Manager.

Task 14 – VBL Beta Build

Task 14 is focused on refining and enhancing the Alpha version of the VBL Application based on testing and validation, and creating the Beta build. During the period and utilizing the resources specified in the Project Schedule, Contractor will continue implementation of the Project utilizing the then-current Product Backlog. Prior to each sprint (typically two-week implementation cycle), County will prioritize the user stories and activities from the then-current Product Backlog. Using the prioritized Product Backlog, Contractor will assign story points to a set of user stories and activities to be implemented during the upcoming sprint. For this reason, it is possible not all specified user stories will be implemented.

- Deliverable 14.1 – VBL Version 0.4 (Beta) and Release Notes
- Deliverable 14.2 – VBL (Beta) Sprint Status Reports

Task 14 Deliverable Acceptance Criteria:

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional VBL Application able to perform all functionality described in Task 14, which shall be reviewed and approved by the VSAP Program Manager.

Task 15 – VBL Application Production Release and Technical Support

During Task 15, Contractor shall build a production release and installation package of a functional VBL Application that lays out the ballot print formats for the VBM and BMD ballots and generates the data files and packages necessary to configure and integrate the VSAP solution.

At the conclusion of the task, Contractor shall provide County with a final list of all Third-Party Software included in the VBL Application by Contractor as part of its Services hereunder. Such use of all Third-Party Software will have been listed in this SOW, included by Contractor at County's direction, delivered to Contractor by County, or otherwise approved by the County prior to inclusion. That list shall include the name and version of the Third-Party Software, its use in the VBL Application, and the associated license name and version.

Contractor shall provide County with technical support to facilitate the release and rollout of the functional VBL Application from the joint team to the County for post engagement management. Technical support activities will consist of issue investigation and minor hotfixes. All work for this task shall be performed during normal business hours at Contractor's office in Tiburon, CA and/or County's offices in Los Angeles, CA, as approved by the VSAP Program Manager. Technical support periods will commence with a review of the technical support backlog containing issues to be investigated, hotfixes to be addresses, and conclude with a status report.

- Deliverable 15.1 – VBL Application Version 1.0 (Production Release) and Release Notes
- Deliverable 15.2 – VBL Application Release Support Period 1 Backlog Update a Status Report
- Deliverable 15.3 – VBL Application Release Support Period 2 Backlog Update and Status Report
- Deliverable 15.4 – Final List of VBL Application Third-Party Software and Materials

Task 15 Deliverable Acceptance Criteria:

Contractor shall carry out the activities and produce the documentation described in this task, which shall be reviewed and approved by the VSAP Program Manager.

Task 16 – VBL Application Post Release Support

In Task 16, Contractor shall provide VBL Application Post Release Support to facilitate knowledge transfer in support of the transition of the VBL Application from the joint team to the County for post engagement management. This phase will focus primarily on knowledge transfer to support the VBL Application post release, along with review of any remaining issues. If County requests additional support after completion of this task, the requested additional support will be added to the ongoing Tally System Backlog and prioritized.

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All work for this task shall be performed during normal business hours at Contractor's office in Tiburon, CA and/or County's offices in Los Angeles, CA, as approved by the VSAP Program Manager. Transitional support periods will commence with a review of the transitional support backlog containing issues to be investigated, knowledge transfer meetings to be scheduled, hotfixes to be addressed, and conclude with a status report.

- Deliverable 16.1 – VBL Application Post Release Support Period 1 Backlog Update and Status Report
- Deliverable 16.2 – VBL Application Post Release Support Period 2 Backlog Update and Status Report

Task 16 Deliverable Acceptance Criteria:

Contractor shall carry out the activities and produce the documentation described in this task, which shall be reviewed and approved by the VSAP Program Manager.

Task 17 – VBL Application Program Management

Task 17 is composed of activities and Deliverables necessary to support the VBL Application software engineering program and integration into the overall VSAP solution.

Activities shall include the following:

- Requirements analysis and synthesis
- Non-technical integration support (knowledge transfer, but no software development by Contractor)
- Documentation (user guides and manuals, and content for the Technical Data Package, as defined in Task 7 of this SOW)

Deliverable 17.1 – VBL Application Program Management Backlog Creation

Deliverable 17.2 – VBL Application Program Management Backlog Update and Status Report

Deliverable 17.3 – VBL Application Program Management Backlog Update and Status Report

Deliverable 17.4 – VBL Application Program Management Backlog Update and Status Report

Deliverable 17.5 – VBL Application Program Management Backlog Update and Status Report

Deliverable 17.6 – VBL Application Program Management Backlog Update and Status Report

Deliverable 17.7 – VBL Application Program Management Backlog Update and Status Report

Deliverable 17.8 – VBL Application Program Management Final Report

Task 17 Deliverable Acceptance Criteria:

Contractor shall carry out the activities and produce the documentation described in this task, which shall be reviewed and approved by the VSAP Program Manager.

4.0 DEFINITIONS

The following definitions are for special terms that are used in the SOW.

1. **Agile methodology:** A proven methodology for ensuring that the County, as the product owner, iteratively builds a solution that meets its requirements while adapting quickly to changes in priorities and technical understandings.
2. **VSAP Ballot Layout Application:** This application will take ballot content from the Election Management System (EMS) in a standard data-interchange format and lay it out in the Vote by Mail (VBM) and Ballot Marking Device (BMD) ballot print formats, and generate the data files necessary to support processing of those ballots and the integration of the VSAP solution components, as required by VSAP specifications.
3. **County Source Materials:** This term as used herein shall mean the items listed in this SOW to be delivered by County to Contractor, used by Contractor at County's direction, or otherwise delivered by County to Contractor, including County provided materials, value-added content, specifications and instructions, data, and Third-Party Materials (as hereinafter defined). County shall be solely responsible to obtain all necessary licensing rights for County Source Materials.

County shall provide and Contractor may include in a Deliverable or utilize in the performance of its Services the following County Source Material:

- All requirements (functional, nonfunctional, technical, creative, legal, regulatory, etc.), sample/production content, project dependent systems/services (APIs) with documentation, and project related environments (including, but not limited to project specific hardware such as scanners, servers, printers, etc.).
 - Access to project-related County and third-party materials, including, but not limited to:
 - Project related vision, strategy and objectives documentation.
 - Project related hardware, software, services, APIs, graphical elements, and related documentation.
 - All licensing and legal rights for the parties to use project-related County and third-party materials in the environments.
 - Timely feedback throughout the engagement.
4. **Deliverables:** This term as used herein shall mean the deliverables produced by Contractor as a result of the Services it provides to County under this SOW. Deliverables shall be limited to Value Added Content and Project Software produced by Contractor. Deliverables shall not include any County Source Materials (including, but not limited to Third-Party Materials), or Contractor proprietary software.
 5. **Product Backlog:** This term as used herein shall mean a list of County prioritized Project activities and user stories. For the purposes of this SOW, the Product Backlog will be maintained in a JIRA instance, or in another format mutually agreed to by the County and the Contractor.
 6. **Project:** This term as used herein shall mean an engagement described in an SOW in which Contractor provides certain Services and produces certain Deliverables for the County.

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7. **Project Software:** This term as used herein shall mean the software developed by Contractor specifically hereunder that is included in the Project. Project Software shall not include any County Source Materials (including, but not limited to Third-Party Materials (as hereinafter defined)), Contractor proprietary software, or Value-Added Content.
8. **Services:** This term as used herein shall mean the services provided by Contractor under this SOW to create the Value-Added Content and the Project Software.
9. **Tally System:** A system of hardware and software that reads and captures the vote selections on ballots, applies required business rules and adjudications, tabulates the totals of votes, ballots cast and other metrics, and publishes the results the election. The Tally System also supports transparent auditing processes to ensure the accuracy and integrity of the election tally results.
10. **Third Party Software:** This term as used herein shall mean any third party software included in a Project or used by Contractor to develop the Project Software or Value-Added Content. County shall be solely responsible to obtain all necessary licensing rights for Third-Party Software.

Inclusion of Third-Party Software

In addition to the Third Party Materials provided by the County, the following Third Party Software may be included in a Deliverable or utilized as part of the Services provided under this SOW. Contractor may update this list of Third Party Software throughout the engagement with prior written approval from County:

Go Language, Sarama, Sarama-Cluster, gocql, go.uuid, Testify, Objx, Testify, Bootstrap, 960 Grid System, ZBar, imaging, DCOS, Kafka, Cassandra, Linux, Docker Compose, jwt-go, paramiko, scp.py, packr, gocv, OpenCV, bootstrap tables, Go Data Structures, Typeahead.js, spacemonkeygo/openssl, OpenSSL, MySQL (V5), go-charts, go-sql-driver/mysql.

11. **Third Party Materials:** This term as used herein shall mean any third party hardware, software, data, services or value-added content included in a Project. County shall be solely responsible to obtain all necessary licensing rights for Third-Party Materials.

Responsibility for Third Party Materials

The parties acknowledge that certain Third Party Materials (including, but not limited to Third Party Software) may be required for a Project. In such event, County shall at its expense obtain appropriate licenses for such County approved Third Party Materials (including Third Party Materials provided to Contractor by County or used by Contractor at County's direction).

12. **Value-Added Content:** This term as used herein shall mean any value-added content developed by Contractor for the Project at the request of County, including (but not limited to) Project documentation.

5.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, SOW Exhibit 3, listing required Services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. The chart should:

- reference section of the contract
- list required Services
- indicate method of monitoring
- indicate the deductions/fees to be assessed for each service that is not satisfactory

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.

6.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan (QCP) 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 Project Monitor for review. The plan shall include, but may not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
 - A record of all 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.
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7.0 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 8, Standard Terms and Conditions, Paragraph 8.15, County's Quality Assurance Plan.

- **Monthly Meetings**

Contractor is required to attend a scheduled monthly meeting.

- **Contract Deficiency Report (SOW Exhibit 2)**

Written notification of a Contract Deficiency will be made to the Contract Program Management 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 County Contracts Manager will determine whether a formal Contract Deficiency Report (SOW Exhibit 2) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contracts Manager within three (3) workdays, 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 Project Management and County Contracts Manager within three (3) workdays. 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.

- **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.

Capitalized terms in this SOW have the meanings set forth below or defined elsewhere in the Contract.

8.0 RESPONSIBILITIES

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

A. COUNTY

General

- Instructions and direction
- County Source Materials (including, but not limited to Third Party Materials)
- Compensation for Contractor Services
- Co-development of the Tally System and the VBL Application components of the VSAP

Personnel

EXHIBIT A STATEMENT OF WORK

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

- Monitoring the Contractor's performance in the daily operation of this Contract.
- Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- Preparing Amendments in accordance with the Contract, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

Furnished Items

- At the discretion of County

B. CONTRACTOR

Assumptions

Contractor is providing its Services under this SOW with the following assumptions including, but are not limited to the following:

- The scope of work shall be limited to the Contractor resources allocated to this SOW and source materials provided by the County.
- Contractor Deliverables are limited to Project documentation and Project Software written by Contractor, and all activities necessary to complete them.
- Tally System implementation cannot be finalized until the Contractor team has access to production BMD ballots and machines.
- Production BMD ballots and machines cannot be finalized until a functional VBL Application is released and provides the data files and packages required by the BMD and BMG components of the VSAP solution.
- Contractor is not responsible for Prime and other Contractor responsibilities including, but not limited to, the development and implementation of the Ballot Marking Device, BMD Manager, and Interactive Sample Ballot components of the VSAP solution, as well as the integration, certification testing, and implementation of the VSAP as an integrated end-to-end voting solution.

Project Manager

- Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager for the duration of the contract.
- Project Manager shall act as a central point of contact with the County.
- Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

Personnel

EXHIBIT A STATEMENT OF WORK

- 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.
- Contractor shall be required to background check their employees as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Contract.

Identification Badges

- Contractor shall ensure their employees are appropriately Identified. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on such staff member's person. Contractor is responsible to retrieve and immediately destroy the staff's County specified photo identification badge at the time such person ceases performing Work under this Contract. If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy Contractor's staff's County specified photo identification badge at the time of removal from performing Work under this Contract.

Access to RR/CC County Facilities

- Contractor, its employees, and agents will be granted access to RR/CC County facilities, subject to Contractor's prior notification to County Project Director for the purpose of executing Contractor's obligations hereunder. Access to County facilities shall be during normal business hours, excluding County observed holidays. Access to County facilities outside of normal business hours must be approved in writing in advance by County Project Director. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived by County Project Director.

RR/CC County Facility Office Space

In order for Contractor to perform Services hereunder and only for the performance of such Services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of County Project Director, at RR/CC County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Contract. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

Materials and Equipment

EXHIBIT A STATEMENT OF WORK

Except as otherwise specified in the Contract or elsewhere in this SOW, 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.

Training

- Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during normal business hours, Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service during the same business day receipt of the call.**

9.0 UNSCHEDULED WORK

The County 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.

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 Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.

When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact 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 County's Project Director within five (5) working days after completion of the work.

All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.

The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

10.0 GREEN INITIATIVES

**EXHIBIT A
STATEMENT OF WORK**

- Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to the contract commencement.

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

(Contractor Name and Address)	TRANSMITTAL DATE
	CONTRACT NUMBER
	TITLE

FROM: <div style="text-align: center; border-top: 1px solid black; margin: 5px 0;"> Contractor's Project Director (Signature Required) </div>	TO: County Project Director,
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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)
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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 Manager		
NAME _____	SIGNATURE _____	DATE _____
County's IT Project Manager		
NAME _____	SIGNATURE _____	DATE _____
County's Project Director		

(Intentionally Omitted)



SOW EXHIBIT 4

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

This PRS Chart relates to the Tally System and Ballot Layout Application Contract and its exhibits. Specific performance requirements and corresponding monitoring methods take into consideration the truncated project timeline coupled with the Agile methodology contained in the process. Capitalized terms used in this PRS Chart without definition have the meanings given to such terms in the Contract. The remedies set forth in this PRS Chart shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law and shall not, in any manner, restrict or limit the County's right to terminate this Contract as described in the body of the Contract.

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
CONTRACT: Paragraph 7.0 (Administration of Contract- Contractor) Paragraph 7.2 (Contractor's Project Manager)	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Inspection and Observation.	
CONTRACT: Paragraph 8.0 (Standard Terms and Conditions) Paragraph 8.24 (Failure to Maintain Insurance)	Contractor shall maintain or provide acceptable evidence that it maintains the Required Insurance or it shall constitute a material breach of the Contract.	Inspection and Observation.	
CONTRACT: Paragraph 8.0 (Standard Terms and Conditions) Paragraph 8.26 (Liquidated Damages)	Contractor shall correct Deficiencies identified by Department Head or designee within specified time frames.	Contract Deficiency Report Form	\$1,000 per day.
CONTRACT: Paragraph 8.0 (Standard Terms and Conditions) Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)	Contractor to maintain all required documents as specified in Paragraph 8.38.	File Inspection.	

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
<p>CONTRACT: Paragraph 8.0 (Standard Terms and Conditions) Paragraph 8.40 (Subcontracting)</p>	<p>Contractor shall obtain County's written approval prior to subcontracting any work.</p>	<p>Inspection and Observation.</p>	
<p>Statement of Work: Section 6.0 (Quality Assurance Plan)</p>	<p>Contractor shall submit a Quality Assurance Plan and, if requested in writing by County, on not less than an annual basis following Contract award.</p>	<p>Report Submission.</p>	
<p>Statement of Work: Exhibit A Section 6.0 (Quality Assurance Plan) Sub-section 6.1</p>	<p>Contractor's representative shall attend all scheduled monthly meetings.</p>	<p>Attendance and Observation.</p>	
<p>Statement of Work: Exhibit A Section 6.0 (Quality Assurance Plan) Sub-Section 6.2</p>	<p>Contractor shall acknowledge reported discrepancies or present contrary evidence to County Project Monitor within three workdays upon receipt of a formal Contract Discrepancy Report.</p>	<p>Inspection and Discrepancy Report.</p>	
<p>Statement of Work: Exhibit A Section 6.0 (Quality Assurance Plan), Sub-section 6.2</p>	<p>Contractor shall submit a plan for correction of all deficiencies identified in Contract Discrepancy Report to County Project Monitor within three work days.</p>	<p>Inspection/Discrepancy Report.</p>	<p>\$100 per occurrence.</p>
<p>Statement of Work: Exhibit A Section 6.0 (Quality Assurance Plan), Sub-section 6.2</p>	<p>Contractor shall resolve discrepancy within five (5) business days after notification or a time period mutually agreed upon by County and Contractor.</p>	<p>Inspection/Discrepancy Report.</p>	<p>\$100 per occurrence.</p>
<p>Statement of Work: Exhibit A Section 7.0 (Responsibilities), Sub-section 7.2.1</p>	<p>Contractor's Project Manager and alternate shall be available and accessible to RRC/CC via telephone or e-mail during regular business hours.</p>	<p>Observation.</p>	<p>\$50 per day.</p>
<p>Statement of Work: Exhibit A Section 7.0 (Responsibilities), Sub-section 7.2.1</p>	<p>Contractor shall provide a designated alternate to act as Project Manager in the event Project Manager is not available by phone or e-mail during regular business hours.</p>	<p>Inspection/Observation.</p>	<p>\$50 per day.</p>

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
Statement of Work: Exhibit A Section 7.0 (Responsibilities), Sub-section 7.4	Contractor shall ensure employees assigned to County facilities are appropriately identified.	Inspection/Observation.	\$100 per occurrence.
Statement of Work: Exhibit A Section 8.0 (Responsibilities), Sub-section 8.62 (Personnel)	Contractor shall be required to background check their employees as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Contract.	Inspection.	
Statement of Work: Exhibit A Section 10.0 (Work Schedules), Sub-section 10.1	Contractor shall submit revised schedules within three (3) work days prior to scheduled work.	Inspection/Observation.	\$100 per day.
Statement of Work: Exhibit A Section 11.0 (Unscheduled Work), Sub-section 11.2	Contractor shall prepare and submit a written description (including labor and materials estimate) prior to performing any unscheduled work.	Inspection.	\$100 per occurrence.
Statement of Work: Exhibit A Task 1 (Tally System Version 1.2 Implementation)	Contractor shall complete all Deliverables assigned to Task 1 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	
Statement of Work: Exhibit A Task 2 (Tally System Version 1.3 Implementation)	Contractor shall complete all Deliverables assigned to Task 2 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW..	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
<p>Statement of Work: Exhibit A Task 3 (Tally System Version 1.4 Implementation)</p>	<p>Contractor shall complete all Deliverables assigned to Task 3 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW..</p>	<p>The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form</p>	
<p>Statement of Work: Exhibit A Task 4 (Tally System Version 1.5 Implementation)</p>	<p>Contractor shall complete all Deliverables assigned to Task 4 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW..</p>	<p>The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form</p>	
<p>Statement of Work: Exhibit A Task 5 (Tally System Version 1.6 Implementation)</p>	<p>Contractor shall complete all Deliverables assigned to Task 5 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW..</p>	<p>The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form</p>	
<p>Statement of Work: Exhibit A Task 6 (Tally System Version 2.0 Implementation)</p>	<p>Contractor shall complete all Deliverables assigned to Task 6 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW..</p>	<p>The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form</p>	

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
<p>Statement of Work: Exhibit A Task 7 (Technical Documentation)</p>	<p>Contractor shall complete all Deliverables assigned to Task 7 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW..</p>	<p>The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form</p>	
<p>Statement of Work: Exhibit A Task 8 (VSAP System Integration Stewardship)</p>	<p>Contractor shall complete all Deliverables assigned to Task 8 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW..</p>	<p>The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form</p>	
<p>Statement of Work: Exhibit A Task 9 (Tally System Future State Stewardship)</p>	<p>Contractor shall complete all Deliverables assigned to Task 9 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW..</p>	<p>The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form</p>	
<p>Statement of Work: Exhibit A Task 10 (Tally System Transitional Support)</p>	<p>Contractor shall complete all Deliverables assigned to Task 10 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW..</p>	<p>The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form</p>	

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
Statement of Work: Exhibit A Task 11 (Tally System Pre-Election Support)	Contractor shall complete all Deliverables assigned to Task 11 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW..	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	
Statement of Work: Exhibit A Task 12 (Planning)	Contractor shall complete all Deliverables assigned to Task 12 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW..	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	
Statement of Work: Exhibit A Task 13 (VBL Alpha Build)	Contractor shall complete all Deliverables assigned to Task 13 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW..	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	
Statement of Work: Exhibit A Task 14 (VBL Beta Build)	Contractor shall complete all Deliverables assigned to Task 14 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW..	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
<p>Statement of Work: Exhibit A Task 15 (VBL Application Production Release and Technical Support)</p>	<p>Contractor shall complete all Deliverables assigned to Task 15 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW..</p>	<p>The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form</p>	
<p>Statement of Work: Exhibit A Task 16 (VBL Application Post Release Support)</p>	<p>Contractor shall complete all Deliverables assigned to Task 16 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW..</p>	<p>The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form</p>	
<p>Statement of Work: Exhibit A Task 17 (VBL Application Program Management)</p>	<p>Contractor shall complete all Deliverables assigned to Task 17 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW..</p>	<p>The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form</p>	

PRICING SCHEDULE

June 2018

Project Fees

In consideration of the timely completion of the Services and Deliverables described herein in accordance with the terms and conditions set forth and incorporated herein, Contractor will perform its Services and provide the specified Deliverables for a fixed fee of twelve million US dollars (**\$12,000,000**). All invoicing will be done in accordance with terms of the Agreement..

Payment Schedule

Invoice	Deliverable Description	Estimated Invoice Date	Invoice Amount
1	Deliverable 0.1 – Project Control Plan Deliverable 1.1 - Tally System Version 1.2.3 and Release Notes Deliverable 12.1 - Preliminary VBL Application Product Backlog Deliverable 12.2 - Refined wireframes with simple visual design Deliverable 17.1 - VBL Application Program Management Backlog Creation	July 27, 2018	\$675,000
2	Deliverable 1.2 - Tally System Version 1.2.4 and Release Notes Deliverable 1.3 – Tally System (Version 1.2) Sprint Status Reports Deliverable 13.1 - VBL Application Version 0.1 (Alpha) and Release Notes Deliverable 17.2 - VBL Application Program Management Backlog Update and Status Report	August 24, 2018	\$700,000
3	Deliverable 2.1 - Tally System Version 1.3.1 and Release Notes Deliverable 7.1 - Updated User Guides and Manuals Deliverable 8.1 - System Integration Backlog Update and Status Report Deliverable 9.1 - Future State Stewardship Backlog Update and Status Report Deliverable 13.2 - VBL Application Version 0.2 (Alpha) and Release Notes Deliverable 17.3 - VBL Application Program Management Backlog Update and Status Report	September 21, 2018	\$700,000
4	Deliverable 2.2 - Tally System Version 1.3.2 and Release Notes Deliverable 13.3 - VBL Application Version 0.3 (Alpha) and Release Notes Deliverable 13.4 – VBL (Alpha) Sprint Status Reports Deliverable 17.4 - VBL Application Program Management Backlog Update and Status Report	October 19, 2018	\$700,000
5	Deliverable 2.3 - Tally System Version 1.3.3 and Release Notes Deliverable 14.1 - VBL Application Version 0.4 (Beta) Deliverable 14.2 – VBL (Beta) Sprint Status Reports Deliverable 17.5 - VBL Application Program Management Backlog Update and Status Report	November 16, 2018	\$675,000

**EXHIBIT B
PRICING SCHEDULE**

6	Deliverable 2.4 - Tally System Version 1.3.4 and Release Notes Deliverable 2.5 – Tally System (Version 1.3) Sprint Status Reports Deliverable 7.2 - Updated User Guides and Manuals Deliverable 8.2 - System Integration Backlog Update and Status Report Deliverable 9.2 - Future State Stewardship Backlog Update and Status Report Deliverable 15.1 - VBL Application Version 1.0 (Production Release) and Release Notes Deliverable 15.2 - VBL Application Release Support Period 1 Backlog Update and Status Report Deliverable 17.6 - VBL Application Program Management Backlog Update and Status Report	December 14, 2018	\$675,000
7	Deliverable 3.1 - Tally System Version 1.4.1 and Release Notes Deliverable 15.3 - VBL Application Release Support Period 2 Backlog Update and Status Report Deliverable 15.4 – Final List of VBL Application Third-Party Software and Materials Deliverable 16.1 - VBL Application Post Release Support Period 1 Backlog Update and Status Report Deliverable 17.7 - VBL Application Program Management Backlog Update and Status Report	January 11, 2019	\$510,000
8	Deliverable 3.2 - Tally System Version 1.4.2 and Release Notes Deliverable 16.2 - VBL Application Post Release Support Period 2 Backlog Update and Status Report Deliverable 17.8 - VBL Application Program Management Final Report	February 8, 2019	\$490,000
9	Deliverable 3.3 - Tally System Version 1.4.3 and Release Notes Deliverable 7.3 - Updated User Guides and Manuals Deliverable 8.3 - System Integration Backlog Update and Status Report Deliverable 9.3 - Future State Stewardship Backlog Update and Status Report	March 8, 2019	\$425,000
10	Deliverable 3.4 - Tally System Version 1.4.4 and Release Notes Deliverable 3.5 – Tally System (Version 1.4) Sprint Status Reports	April 5, 2019	\$400,000
11	Deliverable 4.1 - Tally System Version 1.5.1 and Release Notes	May 3, 2019	\$400,000
12	Deliverable 4.2 - Tally System Version 1.5.2 and Release Notes Deliverable 7.4 - Updated User Guides and Manuals Deliverable 8.4 - System Integration Backlog Update and Status Report Deliverable 9.4 - Future State Stewardship Backlog Update and Status Report	May 31, 2019	\$400,000
13	Deliverable 4.3 - Tally System Version 1.5.3 and Release Notes	June 28, 2019	\$400,000
14	Deliverable 4.4 - Tally System Version 1.5.4 and Release Notes Deliverable 4.5 – Tally System (Version 1.5) Sprint Status Reports	July 26, 2019	\$425,000
15	Deliverable 5.1 - Tally System Version 1.6.1 and Release Notes Deliverable 7.5 - Updated User Guides and Manuals Deliverable 8.5 - System Integration Backlog Update and Status Report Deliverable 9.5 - Future State Stewardship Backlog Update and Status Report	August 23, 2019	\$425,000
16	Deliverable 5.2 - Tally System Version 1.6.2 and Release Notes	September 20, 2019	\$425,000

**EXHIBIT B
PRICING SCHEDULE**

17	Deliverable 5.3 - Tally System Version 1.6.3 and Release Notes <i>Note: This invoice represents approx. 74% of the total billing Under this SOW.</i>	October 18, 2019	\$425,000
18	Deliverable 5.4 - Tally System Version 1.6.4 and Release Notes Deliverable 5.5 – Tally System (Version 1.6) Sprint Status Reports Deliverable 7.6 - Updated User Guides and Manuals Deliverable 8.6 - System Integration Backlog Update and Status Report Deliverable 9.6 - Future State Stewardship Backlog Update and Status Report	November 15, 2019	\$415,000
19	Deliverable 6.1 - Tally System Version 2.0.1 and Release Notes	December 13, 2019	\$415,000
20	Deliverable 6.2 - Tally System Version 2.0.2 and Release Notes	January 10, 2020	\$400,000
21	Deliverable 6.3 - Tally System Version 2.0.3 and Release Notes Deliverable 6.4 – Tally System (Version 2.0) Sprint Status Reports Deliverable 6.5 – Final List of Tally System Third-Party Software and Materials Deliverable 7.7 - Updated User Guides and Manuals Deliverable 8.7 - System Integration Backlog Update and Status Report Deliverable 9.7 - Future State Stewardship Backlog Update and Status Report	February 7, 2020	\$400,000
22	Deliverable 10.1 - Tally System Transitional Support Period 1 Backlog Update and Status Report	March 6, 2020	\$320,000
23	Deliverable 10.2 - Tally System Transitional Support Period 2 Backlog Update and Status Report	April 3, 2020	\$320,000
24	Deliverable 7.8 - Final User Guides and Manuals Deliverable 8.8 - System Integration Final Report Deliverable 9.8 - Future State Stewardship Final Report Deliverable 10.3 - Tally System Transitional Support Period 3 Backlog Update and Status Report <i>Note: This invoice represents approx. 6 months remaining in the term of the SOW.</i>	May 1, 2020	\$320,000
25	Deliverable 11.1 - Tally System Pre- Election Support Period 1 Backlog Update and Status Report	May 29, 2020	\$80,000
26	Deliverable 11.2 - Tally System Pre- Election Support Period 2 Backlog Update and Status Report	June 26, 2020	\$80,000
27	Deliverable 11.3 - Tally System Pre- Election Support Period 3 Backlog Update and Status Report	July 24, 2020	\$80,000
28	Deliverable 11.4 – Tally System Pre- Election Support Period 4 Backlog Update and Status Report	August 21, 2020	\$80,000
29	Deliverable 11.5 - Tally System Pre- Election Support Period 5 Backlog Update and Status Report	September 18, 2020	\$80,000
30	Deliverable 11.6 - Tally System Pre- Election Support Period 6 Backlog Update and Status Report	October 16, 2020	\$80,000
31	Deliverable 11.7 – Tally System Pre- Election Support Period 7 Backlog Update and Status Report	November 13, 2020	\$80,000

Contractor's Proposed Schedule

Services	Resources (Blended Core Team)	Duration	Period	
			Start Date	End Date
Transition from ESMA Work Order Task 0	Approx. 6.0	2 weeks	06/18/2018	06/29/2018
Tally System Implementation Tasks 1 - 6	Approx. 7.0	84 weeks	07/02/2018	02/07/2020
Tally System Program Management Tasks 7 - 9	Approx. 3.0	96 weeks	07/02/2018	05/01/2020
Tally System Transitional Support Task 10	Not to exceed 200 hours per week	12 weeks	02/10/2020	05/01/2020
Tally System Pre-Election Support Task 11	Not to exceed 80 hours per week	28 weeks	05/04/2020	11/13/2020
VBL Application Planning Task 12	Approx. 3.0	2 weeks	07/02/2018	07/13/2018
VBL Application Alpha Build Task 13	Approx. 6.0	13 weeks	07/16/2018	10/12/2018
VBL Application Beta Build Task 14	Approx. 6.0	4 weeks	10/15/2018	11/09/2018
VBL Application Production Release and Support Task 15	Not to exceed 120 hours per week	6 weeks	11/12/2018	12/21/2018
VBL Application Post Release Support Task 16	Not to exceed 40 hours per week	6 weeks	12/24/2018	02/01/2019
VBL Application Program Management Task 17	Approx. 1.0	31 weeks	07/02/2018	02/01/2019

CONTRACTOR'S EEO CERTIFICATION

The Digital Foundry, Inc.
Contractor Name

1707 Tiburon Blvd., Tiburon, CA 94920
Address

94-3206799
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor 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.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|---|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Brad Stauffer, President
Authorized Official's Printed Name and Title:

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

Contract with Digital Foundry #18-002

COUNTY PROJECT MANAGER:

Name: Kenneth Bennett
Address: 12400 Imperial Highway, Norwalk, CA 90650
Phone: (562) 462-2699
E-Mail: KBennett@rrcc.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Contracts Section: Francisco Perez
Address: Contracts:12400 Imperial Highway Room 5115 Norwalk, CA 90650
Telephone: (562) 462-2907 or (562) 462-2905 or (562) 462-2737
E-Mail Address: contracts@rrcc.lacounty.gov

Contractor Administration

Contract with Digital Foundry #18-002

COMPANY ADDRESS

The Digital Foundry, Inc. 1707 Tiburon Blvd, Tiburon, CA 94920

PROJECT MANAGER:

Steve Vo / 703.629.7374 / The Digital Foundry, Inc. 1707 Tiburon Blvd., Tiburon, CA 94920 / vsvo@digitalfoundry.com

Alternate Project Manager:

Mike Ritter / 415.622.6222 / The Digital Foundry, Inc. 1707 Tiburon Blvd., Tiburon, CA 94920 / mike@digitalfoundry.com

OTHER STAFF:

Accounts Receivable:

Jojo Stauffer / 415.366.4046 / The Digital Foundry, Inc. 1707 Tiburon Blvd., Tiburon, CA 94920 / jojo@digitalfoundry.com

CONTRACTOR'S AUTHORIZED OFFICIAL

Brad Stauffer / 415.366.4020 / The Digital Foundry, Inc. 1707 Tiburon Blvd., Tiburon, CA 94920 / brad@digitalfoundry.com

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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 and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, outsourced vendors and independent contractors employed or hired by Contractor (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, County 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.

SIGNATURE: _____ DATE: ____/____/____
PRINTED NAME: _____
POSITION: _____

**Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE**

2.203.010 Findings

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

EXHIBIT H
CONTRACTOR EMPLOYEE JURY SERVICE

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



No shame. No blame. No names.

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

www.babysafela.org



EXHIBIT I SAFELY SURRENDERED BABY LAW

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

www.babysafela.org

Safely Surrendered Baby Law

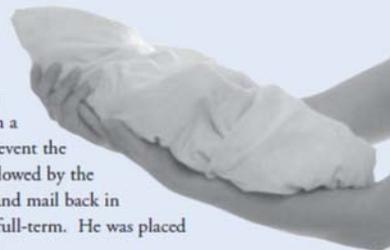
What is the Safely Surrendered Baby Law?

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.

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.



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.

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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes 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.



Exhibits J, K L are intentionally omitted.

FORMS REQUIRED AT COMPLETION OF THE CONTRACTS INVOLVING INTELLECTUAL PROPERTY DEVELOPED-DESIGNED BY CONTRACTOR. THE INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BECOMES PROPERTY OF THE COUNTY AFTER CREATION OR AT THE END OF THE CONTRACT TERM.

Exhibit M includes the following:

- M1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- M2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- M3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF
COPYRIGHT

(REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH COPYRIGHT BUREAU)

EXHIBIT M1

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to 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 (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

_____ and Grantee have entered into County of Los Angeles Agreement Number _____ for _____, dated _____, as amended by Amendment Number _____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Grantor's Signature _____ Date _____

Grantor's Printed Name: _____

Grantor's Printed Position: _____

EXHIBIT M2

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, a _____, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to 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 aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number _____

for _____,

dated _____, as amended by Amendment Number _____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Grantor's Signature

Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

EXHIBIT M3

**REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH
COPYRIGHT BUREAU**

STATE OF CALIFORNIA)

) ss.

COUNTY OF LOS ANGELES)

On _____, 20____, before me, the undersigned, a Notary Public in and for the State of California, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the _____ of _____, the corporation that executed the within Assignment and Transfer of Copyright, and further acknowledged to me that such corporation executed the within Assignment and Transfer of Copyright pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

NOTARY PUBLIC

**EXHIBIT N O
INTENTIONALLY OMMITTED**

**EXHIBIT N AND O
(INTENTIONALLY OMMITTED)**



SOLE SOURCE CHECKLISTDepartment Name: Registrar-Recorder/County Clerk (RR/CC) New Sole Source Contract Existing Sole Source Contract Date Sole Source Contract Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an "Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input checked="" type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input checked="" type="checkbox"/>	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

_____
Chief Executive Office_____
Date

In August 2017, RR/CC engaged with Digital Foundry under a competitive ESMA Work Order 2016-010 to assist in the architecting, prototyping, development, and testing of a VSAP Tally solution capable of processing and tabulating new VSAP VBM ballots. While this approach will allow RR/CC to meet its important goal of rolling out the new VSAP VBM solution in the November 2018 Gubernatorial General, ESMA’s annual program spending caps make it impractical as a contracting vehicle for the development of the fully featured version of VSAP Tally necessary to support in-person voting and integration with the overall end-to-end VSAP solution.

Carrying out a traditional competitive solicitation to continue the VSAP Tally development effort would pose very serious risks to the successful and timely implementation and launch of the overall VSAP solution in the 2020 Presidential Election cycle. The depth of knowledge and expertise Digital Foundry now has in RR/CC’s unique election tally requirements, as well as the solution architecture and technology, cannot be easily or quickly replicated.

Any disruptions to the velocity and cohesiveness of the VSAP Tally team would cause major delays in the project, including meeting the required certification and testing timelines set forth by the California Secretary of State. Further, this agreement with Digital Foundry will include an ongoing engagement with an accredited Voting Systems Test Lab that will, among other things, continue to conduct proactive security testing on the Tally system, prior to seeking full certification with the State. Lastly, changing vendor services midway through solution development could introduce flaws in the performance, accuracy and security of the VSAP Tally that could threaten the viability of the VSAP as a certifiable voting system or potentially expose the County to liability risks.

Maintaining the partnership with Digital Foundry ensures the continuity, capability, and momentum of the team, and gives RR/CC the best option for developing a secure, accurate, and high-performing VSAP Tally solution in the required timelines.





William S. Kehoe
CHIEF INFORMATION OFFICER

Office of the CIO

CIO Analysis

DATE:

5/30/2018

SUBJECT:

APPROVAL TO EXECUTE A SOLE SOURCE CONTRACT WITH DIGITAL FOUNDRY, UNDER THE VSAP PROJECT, FOR TALLY SYSTEM AND BALLOT LAYOUT APPLICATION DEVELOPMENT AND PROFESSIONAL SERVICES

CONTRACT TYPE:

New Contract Sole Source Amendment to Contract #: Enter contract #.

SUMMARY:

Description: This request is for a Sole Source Agreement with Digital Foundry, Inc., for software engineering and support services to co-develop the Voting Solutions for All People (VSAP) Tally System and Ballot Layout Application. VSAP is a five-phase project to modernize the County’s voting system. The recently completed Phase 3 resulted in design and engineering specifications for the new voting system. A key component of the new system will be the development, certification and implementation of the new Tally System, which will be capable of scanning and tabulating the new Ballot Marking Device (BMD) and Vote by Mail (VBM) ballots. By June 30, 2018, the new Tally System will be able to process the new VSAP VBM ballots. The new Tally System will then be further developed to process and tabulate the new BMD ballots for the 2020 Presidential Election Cycle, and be integrated with the full VSAP solution for certification.

The Agreement is fixed-cost, deliverables-based, and the term is 2.5 years, with two one-year options and six month-to-month options.

In August 2017, Registrar Recorder/County Clerk (RR/CC) engaged with Digital Foundry, Inc., under a competitive Enterprise Master Services Agreement Work Order, to assist in architecting, developing and testing a Tally System prototype. As a result of developing the prototype Tally System, Digital Foundry developed a deep understanding of RR/CC’s voting system and tabulation requirements and processes. In January 2018, RR/CC provided Board Notification of intent to enter into negotiations for a sole source Agreement with Digital Foundry, Inc. for the continued development of the Tally System. Our office sits on the VSAP Technical Advisory Committee and we concur that bringing in a new software development partner at this point in the project to develop the rest of the Tally System would introduce additional costs, delays, risks and a steep learning curve.

Contract Amount: 12,000,000

FINANCIAL ANALYSIS:

Contract costs:

One-time costs

Services	\$	12,000,000
Contingency	\$	1,800,000

SOLE SOURCE AGREEMENT WITH DIGITAL FOUNDRY FOR THE DEVELOPMENT OF THE TALLY SYSTEM AND BALLOT LAYOUT APPLICATION

Notes:

THE \$12,000,000 WILL BE INCLUDED IN FUTURE RR/CC BUDGET REQUESTS AND FUNDED BY NET COUNTY COSTS. THE PAYMENT BREAKDOWN IS \$6,750,000 FOR FY 2018-19; \$4,770,000 FOR FY 2019-20; AND \$480,000 FOR FY 2020-21.

RISKS:

1. As with any software development project, there are risks in the areas of quality, cost and schedule. The RR/CC has mitigated the quality risks by negotiating a well-defined Statement of Work that utilizes an iterative agile software development methodology to address the business requirements of the Tally System and Ballot Layout Application. Cost risks have been mitigated by making this a fixed-price, deliverable-based engagement. The system will be developed in four major phases, and has 17 major tasks. The schedule risks have been mitigated by developing an aggressive, but reasonable, timeline.
2. Because RR/CC plans to take on more of the technical responsibility to operate and support the Tally System and Ballot Layout Application after implementation, there are risks around knowledge transfer. The RR/CC has developed a plan to have County technical staff work with Digital Foundry's software engineers and lead architect to ensure knowledge transfer. We have encouraged the department to formalize the knowledge transfer process and make it a priority with Digital Foundry.
3. Because of the major changes associated with the VSAP implementation, there are risks around technical and operational readiness for the new environment. To mitigate this risk, the RR/CC has engaged Gartner, Inc., to conduct a formal Readiness Assessment prior to system implementation.
4. While no security risks have been identified, our office has confirmed that the Software Solution Design document includes a comprehensive system security section addressing data security, access control, threat modeling and mitigation, and an enterprise digital signing authority. Also, the design and development of the Tally System is being done in compliance with the California Voting Systems Standards, which contain comprehensive security requirements for software and coding, physical hardware and facilities, network access, and system security documentation. To ensure the system would meet the necessary security requirements, RR/CC engaged a certified voting system test lab to conduct a security review of the Tally System code, hardware and facility.
5. There are some risks regarding system certification by the California Secretary of State, but these have been mitigated by engaging a State-approved testing authority for pre-certification testing.
6. While no contract risks have been identified, our office has verified that both County Counsel and outside counsel are engaged.

PREPARED BY:



HENRY BALTA, DEPUTY CHIEF INFORMATION OFFICER

5/31/18
DATE

APPROVED:



WILLIAM S. KEHOE, COUNTY CHIEF INFORMATION OFFICER

May 31, 2018
DATE