County of Los Angeles
CHIEF EXECUTIVE OFFICE
713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

February 12, 2008

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:

REGISTRAR-RECORDER/COUNTY CLERK: AGREEMENT WITH SOE SOFTWARE CORPORATION FOR THE ELECTION TASK MANAGEMENT SYSTEM (ALL DISTRICTS – 3 VOTES)

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

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached Agreement ("Agreement") with SOE Software Corporation (SOE) to provide the Registrar-Recorder/County Clerk (RR/CC) with an Election Task Management System. The Agreement will be effective upon Board approval for a consecutive four-year term with two one-year and six one-month optional extensions. Extensions shall be at the sole discretion of the County. The Contract Sum of $1,054,949 is included in the Department's budget. In addition, the Department will submit the expenditures to the California Secretary of State for full reimbursement under the Federal Help America Vote Act (HAVA) grant funds.

2. Delegate authority to the Registrar-Recorder/County Clerk or his/her designee to prepare and execute amendments to extend the Agreement for up to two additional one-year periods and six one-month options for a maximum term of six years and six months.

3. Delegate authority to the Registrar-Recorder/County Clerk or his/her designee to prepare and execute amendments to include new or revised contract provisions as required by your Board or Chief Executive Officer.

4. Delegate authority to the Registrar-Recorder/County Clerk or his/her designee to amend the Agreement as necessary for the optimal performance of the Election Task Management System provided County Counsel approval is obtained and any cost increase does not to exceed 15% of the contract sum over the term of the Agreement including any extension periods for a total maximum contract sum of $1,213,191.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to obtain Board approval of the Agreement with SOE to provide an Election Task Management System. The web-based Election Task Management System provides valuable planning tools for overseeing the magnitude of election events. The complexity of election operations requires precision and visibility. This software will enhance the management activities of an election calendar with preloaded tasks, duties, resources and all California election specific statutes and provides features to better track, monitor, update, and maintain multiple ongoing elections including task-based automatic alerts to identify impending problems before they reach crisis. Additionally, the web-based technology will replace the RR/CC's current Election Scheduling System, which does not support automated updates from multiple sources.

Implementation of Strategic Plan Goals:

The recommended action supports the County's Strategic Plan:

Goal No. 2: Workforce Excellence: Enhance the quality and productivity of the County workforce. The Agreement will provide RR/CC staff with a technology-advanced web-based task management tool to track and update critical election events which are extremely detailed and time consuming. The web-based system will allow the responsible staff to track its respective tasks and update the Election Task Management System as tasks are completed thus improving productivity and enhancing the current process.

Goal No. 3: Organizational Effectiveness: Ensure that service delivery systems are efficient, effective and goal-oriented. The Election Task Management System would eliminate circulating the current paper-based spreadsheets of election tasks and events.

FISCAL IMPACT/FINANCING

The Department has sufficient appropriation in the budget for this expenditure and the Department will be submitting the cost of the system and other related expenditures for full reimbursement under the Federal HAVA grant. The Contract Sum of $1,054,949 is allocated as follows: (1) $879,124 for the System including maintenance and support

services; and (2) $175,825 in pool dollars for any System customizations, modifications and enhancements. The Agreement provides Board delegated authority to increase the contract sum up to 15% for a maximum contract sum of $1,213,191 over the term of the Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed Agreement will commence upon approval by your Board and run consecutively for a period of four years, unless extended or sooner terminated in whole or in part, with two one-year and six one-month extension options, for an aggregate term not to exceed six years and six months.

Your Board is authorized to approve this Agreement pursuant to Governmental Code 31000. The Agreement contains all Board required contract provisions including those pertaining to consideration of qualified County employees targeted for layoff and qualified GAIN/GROW participants for employment openings, and compliance with Jury Duty Ordinance, Safely Surrender Baby Law and the Child Support Program.

County Counsel has reviewed this Board letter and approved as to form the attached Agreement.

CONTRACT PROCESS

On October 11, 2007 the RR/CC released a Request for Proposal (RFP) for the Election Task Management System. A notice was sent to approximately 108 service providers registered with the Internal Services Department as providing like services. Advertisements were published in five local newspapers and the solicitation information was also posted on the County's website (Attachment I) as required by Board Order.

On November 1, 2007 a mandatory proposers' conference was held at the RR/CC Headquarters. Two prospective proposers attended the mandatory conference. RR/CC staff went over the RFP requirements, proposal evaluation and selection criteria, and reviewed the terms and conditions of the sample agreement. Proposals were due on November 16, 2007. SOE Software Corporation was the only proposal received. An evaluation committee consisting of RR/CC Operations staff and Technical Services staff evaluated SOE's qualifications, including, but not limited to their approach to providing the required services, quality control and cost. The evaluation committee found that SOE met the requirements needed to provide RR/CC with an Election Task Management System as stated in the RFP and recommends SOE for a contract. On final analysis and consideration of award, SOE was selected without regard to race, creed or color. During contract negotiations, SOE accepted all County contracting provisions without any changes.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreement.

IMPACT ON CURRENT SERVICES/PROJECTS

Approval of the recommended action will provide the RR/CC a technology-advanced web-based system for the efficient tracking and management of critical election tasks and events.

CONCLUSION

Upon approval and execution of the recommended Agreement, it is requested that the Executive Officer/Clerk of the Board, return one adopted stamped copy of the approved Board letter and two signed copies of the Agreement to:

County of Los Angeles
Registrar-Recorder/County Clerk
12400 Imperial Hwy, Room 7201
Norwalk, CA 90650
Attn: Ngozi Ume, Manager
Finance & Management Division

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

Reviewed by:

Jon W. Fullinwider
Chief Information Officer

WTF:ES
GS:JY:ef

Attachment (2)

c: Dean C. Logan, Acting RR/CC
Chief Information Office
County Counsel

ATTACHMENT I

CIO ANALYSIS

DEPARTMENT OF THE REGISTRAR-RECORDER/COUNTY CLERK AGREEMENT WITH SOE SOFTWARE CORPORATION FOR A WEB-BASED ELECTION TASK MANAGEMENT SYSTEM

CIO RECOMMENDATION: ☒ **APPROVE** ☐ **APPROVE WITH MODIFICATION** ☐ **DISAPPROVE**

Contract Type:
☒ **New Contract** ☐ **Contract Amendment** ☐ **Contract Extension**
☐ **Sole Source Contract** ☐ **Hardware Acquisition** ☐ **Other**

New/Revised Contract Term: **Base Term:** 4 **Yrs** **# of Option Yrs:** 2 1/2

Contract Components:
☒ **Software** ☐ **Hardware** ☐ **Telecommunications**
☐ **Professional Services**

Project Executive Sponsor: Dean C. Logan, Acting Registrar-Recorder/County Clerk

Budget Information :

Y-T-D Contract Expenditures	$0
Requested Contract Amount	$1,054,949
Aggregate Contract Amount	$1,213,191 (includes a 15% delegated authority to amend the Agreement)

Project Background:

Yes	No	Question
☐	☒	Is this project legislatively mandated?
☒	☐	Is this project subvented? If yes, what percentage is offset? This project funding is 100% reimbursable under the Federal HAVA grant funding.
☐	☒	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved.

Strategic Alignment:

Yes	No	Question
☒	☐	Is this project in alignment with the County of Los Angeles Strategic Plan?
☒	☐	Is this project consistent with the currently approved Department Business Automation Plan?
☒	☐	Does the project's technology solution comply with County of Los Angeles IT Directions document?

☒	☐	Does the project technology solution comply with preferred County of Los Angeles IT standards?
☒	☐	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

This Agreement will allow the Registrar-Recorder/County Clerk (RR/CC) to purchase and implement a web-based Election Task Management System. This will include licensing and maintenance. The Agreement will be for four (4) years, with two (2) one-year options, and six (6) one-month options.

Background:

In October 2007, the RR/CC issued an RFP for an Election Task Management System. After the Mandatory Proposer's Conference, which was attended by two prospective proposers, only SOE Software Corporation submitted a proposal. The Evaluation Committee reviewed the proposal and determined that SOE met the RR/CC's requirements.

Project Justification/Benefits:

Approval of the proposed Agreement will allow the RR/CC to implement a web-based Election Management System, which is pre-loaded with tasks, duties, resources and all California election specific statutes. This tool will allow RR/CC responsible staff the ability to better track, monitor, update, and maintain multiple ongoing elections. The system, which will issue automatic alerts to identify problems, will replace the RR/CC's current Election Management System. The current system, which was developed by the RR/CC's technical staff using Microsoft Visual Basic and Microsoft Access, was put into production in June, 2005. However, the current system does not support automated updates from multiple sources.

Project Metrics:

A detailed project plan will be developed by the Contractor and approved by the County. This project plan, which will include all high-level milestones, will be used to manage the project on a day-to-day basis. Also, all deliverables identified in the Statement of Work will require written acceptance by the County. The Contractor is to assign a dedicated Project Manager who will be responsible for overall project coordination. The Project Manager will deliver weekly status reports to the County and participate in weekly conference calls to track the progress of the project.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:

If the proposed Agreement is not approved, the RR/CC will be unable to replace the current Election Management System. This means that tasks leading to elections will continue to be tracked via spreadsheets, and all inputs will need to be completed by one source instead of multiple sources.

Alternatives Considered:

Because only one vendor submitted a proposal, no alternatives were considered.

Project Risks:

None.

Risk Mitigation Measures:

None.

Financial Analysis:

The total maximum obligation is $1,213,191 over the term of the Agreement. This includes $879,124 for the licensing and system support/maintenance, and $175,825 in pool dollars to accommodate system customizations, modifications or enhancements. The Agreement also includes the RR/CC's requested Board delegated authority to increase the contract sum by up to 15% ($158,242). This project funding is 100% reimbursable under the Federal HAVA grant funding.

CIO Concerns:

None.

CIO Recommendations:

My Office supports this action, and recommends approval by the Board.

CIO APPROVAL

Date Received: January 7, 2008

Prepared by: Henry Balta

Date: January 22, 2008

Approved:

Date: 1-22-08

EXHIBIT K

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: SOE Software Corporation
CAGE CODE: 4VFB4 **NAICS CODE: 541511**

- ☑ As a business registered as 'Small' on the federal Central Contractor Registration (CCR) database, I request this Proposal/bid be considered for the Local SBE Preference.
- ☑ The NAICS Code shown corresponds to the services in this solicitation.
- ☑ Attached is my CCR certification page.

II. FIRM/ORGANIZATION INFORMATION:

The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Proprietorship Partnership Corporation Non-Profit Franchise
Other (Please Specify) _____

Total Number of Employees (including owners): **36**

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Assoc Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			1	1		1
Hispanic/Latino			1		2	1
Asian or Pacific Islander			1	2		4
American Indian						
Filipino						
White	4	2	3	3	4	6

III. PERCENTAGE OF OWNERSHIP IN FIRM:

Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	60%
Women	%	%	%	%	%	40%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION:

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
Marc J. Fratello		CEO	12-26-07

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: **SOE Software Corporation**

☑ I AM NOT

☐ I AM

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number : **13970401**

II. FIRM/ORGANIZATION INFORMATION:

The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Proprietorship Partnership **Corporation** Non-Profit Franchise Other (Please Specify)

Total Number of Employees (including owners): **36**

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Assoc Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			1	1		1
Hispanic/Latino			1		2	1
Asian or Pacific Islander			1	2		4
American Indian						
Filipino						
White	4	2	3	3	4	6

III. PERCENTAGE OF OWNERSHIP IN FIRM:

Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	60%
Women	%	%	%	%	%	40%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
Marc J. Fratello		CEO	12/26/07

Award information has not been added at this time.

Bid Information

Bid Number : 07-005
Bid Title : Election Task Management System
Bid Type : Service
Department : Registrar-Recorder
Commodity : SOFTWARE:MINI & MAINFRAME COMPUTER- PROJECT MANAGEMENT
Open Date : 10/11/2007
Closing Date : 11/16/2007 12:00 PM
Notice of Intent to Award : View Detail
Bid Amount : N/A
Bid Download : Available
Bid Description : The County of Los Angeles Department of the Registrar-Recorder/County Clerk (RR/CC) is issuing a Request for Proposal, to solicit proposals from qualified firms who can provide the RR/CC with software development/customization and implementation of an Election Task Management System. Proposers must attend the Mandatory Proposers Conference on November 1, 2007 at 12:00 p.m. Email Yvonne Troncoso at YTroncoso@rrcc.lacounty.gov by October 30, 2007 to confirm your attendance. Proposals are due November 16, 2007 by 12:00 p.m., Pacific Time.

Amendment Date : 10/19/2007 Addendum No. 1
Downoad Available Addendum No. 1 — PDF 31.35 K AddendumNo1.pdf
Amendment Date : 11/5/2007 Addendum No. 2
Downoad Available Addendum No. 2 — PDF 64.52 K AddendumNo2.pdf
Amendment Date : 11/15/2007 Addendum No. 3
Downoad Available Addendum No. 3 — PDF 231.41 K AddendumThreeTM.pdf

Contact Name : Yvonne Troncoso
Contact Phone# : (562) 462-2907
Contact Email : YTroncoso@rrcc.lacounty.gov
Last Changed On : 11/15/2007 3:02:28 PM

Back to Last Window

Back to Award Main

Bidders List

308 SYSTEMS INCORPORATED
2637 WAPITI RD.
FORT COLLINS, CO 80525

4GL SOLUTIONS INC
3780 KILROY AIRPORT WAY., STE. 200
LONG BEACH, CA 90806

AAC UTILITY PARTNERS LLC
4840 FOREST DRIVE, SUTIE 374
COLUMBIA, SC, 29206

ABACAD INC
222 NICHOLSEN RD.
ETHEL, WA 98542

ABEL TECHNOLOGIES, LLC
380 BOSTON POST RD., STE. 3
ORANGE, CT 06477

ACCENTURE PROQUIRE LLC
2101 ROSECRANS AVE., STE. 3300
EL SEGUNDO, CA 90245

AGREEYA SOLUTIONS
90 BLUE RAVINE ROAD
FOLSOM, CA 95630

AIM COMPUTER CONSULTING
17197 N. LAUREL PARK DRIVE, STE. 513
LIVONIA, MI 48152

ALERT PERFORMANCE
MANAGEMENTINCORPORATED INC
40 SHOOTING STAR
IRVINE, CA, 92604

ALLIANT SUPPLIES CORP.
2445 E DEL MAR BLVD #304
PASADENA, CA, 91107

ACE VENTURES
2465 MOHAWK ST,
COVINA, CA, 91107

ACS STATE AND LOCAL SOLUTIONS
1800 M STREET NW, SUITE 800
WASHINGTON, DC, 20036

ADVANCED COMPUTER CONCEPTS
2000 15TH ST. N., STE. 900
ARLINGTON, VA 22201

ADVANCED SYSTEMS ENGINEERING
2801 JUNIPERO AVE., STE. 204
SIGNAL HILL, CA 90755

ADVANCED SYSTEMS GROUP
150 EL CAMINO REAL, STE. 200
TUSTIN, CA 92780

ADVANCED TECHNOLOGY SOLUTIONS,
80 IRON POINT CIR., STE. 100
FOLSOM, CA 95630

AMERICAN SYSTEMS APPROACH, INC
27215 STAGEWOOD CT.
LAGUNA HILLS, CA 92653

AMHERST TECHNOLOGIES
12750 CENTER COURT DR. S., STE. 440
CERRITOS, CA 90703

APPLIED COMPUTER TECHNOLOGY
315 3RD ST.
SAN RAFAEL, CA 13547-3547

APPLIED TECHNICAL SOLUTIONS
1217 DIGITAL DR., ST. 109
RICHARDSON, TX 94901

Bidders List

AMBERTEK SYSTEMS INC.
3533 OLD CONEJO RD., STE. 114
NEWBURY PARK, CA, 91320

ASOLVA, INC.
2107 CASTLE HEIGHTS AVE.
LOS ANGELES, CA 90034

ASPECT SOLUTIONS INC
35640 FREMONT BLVD., STE. 200
FREMONT, CA, 63420-3420

ASSESSMENT EVALUATION SERVICES(AES)
AES, 10439 MATINAL CIR.
SAN DIEGO, CA 92127

ATTACHMATE CORP/FKA DCA
PO BOX 84685
SEATTLE, WA, 45985-5985

AVCOM TECHNOLOGIES
573 MAUDE CT.
SUNNYVALE, CA 94085

AYSIS CORPORATION
3470 ONLEY-LATONSVILLE RD, #196
ONLEY, MD, 20832

AZTECH INTERNATIONAL
12 STREAM
LAGUNA NIGUEL, CA 92677

BERICOM DESIGN
20700 SAN JOSE HILLS RD., APT. 143
WALNUT, CA 91789

BIS COMPUTER SOLUTIONS INC
2428 FOOTHILL BLVD.
LA CRESCENTA, CA 91214

ARCHIVE-CD, LLC
910 BEVERLY WAY
JACKSONVILLE, OR 97530

BIZ NOOK CORPORATION
14111 FREEWAY DR., FL. 3
SANTA FE SPRINGS, CA 90670

BLUECRANE, INC.
225 AVENUE I, STE. 204
REDONDO BEACH, CA 90277

BRISCOE COMPUTER SOFTWARE SOLUTIONS
PMB 12020 CHAPMAN, #167
GARDEN GROVE, CA, 92840

BUSINESS PARTNER SOLUTIONS INC
11533 BRIDGECOURT DR.
RIVERSIDE, CA 92505

BUSINESS SYSTEMS
2682 W. IMPERIAL HWY., STE. 227
INGLEWOOD, CA, 33137-3137

CALIFORNIA COMPUTERS TRADING,INC.
815 W. NAOMI AVE., STE. I
ARCADIA, CA 91007

CALIFORNIA INFORMATION SYSTEMSINC.
1528 CANADA BLVD., STE. 207
GLENDALE, CA 91208

CALIFORNIA OFFICE SYSTEMS
1675 SCENIC AVE., STE. 150
COSTA MESA, CA 92626

CALIFORNIA SOLITSYS TECHNOLOGISOLITSYS
TECHNOLOGIES SOLITSYS TECHNOLOGIES
12716 CONIFER AVE.
CHINO, CA, 91710

Bidders List

CAMBRIDGE AND SMITH, LLC
4735 SEPULVEDA BLVD., APT. 123
SHERMAN OAKS, CA, 35419-5419

CAMDEN TECHNOLOGIES
11054 VENTURA BLVD. #372
STUDIO CITY, CA, 91604

CAPITA TECHNOLOGIES, INC.
17600 GILLETTE AVE.
IRVINE, CA, 45702-5702

CARON GOODMAN CONSULTING
65 N. RAYMOND AVE., STE. 240
PASADENA, CA 91103

CASTELLAN INC
16255 VENTURA BLVD., STE. 930
ENCINO, CA 91436

CF SYSTEMS
11208 FERINA ST., SUITE-238
NORWALK, CA, 90650

FEDERAL SOURCES, INC
8400 WESTPARK DR., 4TH FL
MCLEAN, VA 22102

FSS COMPUTER SYSTEMS
3710 RAMONA DR.
SANTA ANA, CA 92707

GAMO
19028 VENTURA BLVD, SUITE 107
TARZANA, CA, 91356

GATEWAY
610 GATEWAY DRIVE
SIOUX CITY, SD, 57049

CIVIC RESOURCE GROUP
915 WILSHIRE BLVD., SUITE 1805
LOS ANGELES, CA, 90017

CLD CONSULTING GROUP
4500 CALLADA PL.
TARZANA, CA 91356

CLERTECH.COM,INC
3500 N STATE RD 7 290
LAUDERDALE LAKES, FL, 33319

CMJ INFORMATION TECHNOLOGY
18429 NAPA ST.
NORTHRIDGE, CA 91325

CNS COMPUTER INCDBA COMPUNET SYSTEMS
3421 N. SAN FERNANDO RD., STE. H
LOS ANGELES, CA 90065

COLUMBUS SUPPLY
875 BEECHWOOD RD
COLUMBUS, OH, 43227

GLOBAL CORPORATE STRATEGICSERVICES
232 W ELLIS AVE
LOS ANGELES, CA, 90302

IMPACT SOFTWARE INC.
417 ARDEN AVE., STE. 116
GLENDALE, CA 91203

INVANTAS SOLUTIONS CORP.
5482 WILSHIRE BLVD., STE. 129
LOS ANGELES, CA 90036

INTELLIER CORPORATION
3660 WILSHIRE BLVD., STE. 226
LOS ANGELES, CA 90005

Bidders List

GEMINI COMPUTER GROUP
111 AVENIDA DEL MAR, STE. 220C
SAN CLEMENTE, CA 92672

K MICRO INC
CORPINFO SERVICES
2050 S. WESTGATE AVENUE
LOS ANGELES, CA, 90025

KEANE
300 OCEANGATE, STE. 800
LONG BEACH, CA 90802

LOCKHEED MARTIN CORPORATION
2854 RANCHO PANCHO
CARLSBAD, CA, 93014-3014

LUMINOUS TECHNOLOGY GROUP, INC
1814 NORTH FREDERIC STREET
BURBANK, CA 91505

MICHAEL D. LANTRY CONSULTING
6583 GREEN LEAF LN.
FORESTHILL, CA 95631

MICRO WORLD
326 MAPLE AVE.
TORRANCE, CA 90503

MICROAGE INC
4 HUTTON CENTRE DR., STE. 500
SANTA ANA, CA, 78710-8710

MILLENNIUM GROUP SYSTEMS LLCUNITECK
COMP STR. PASADENA UNITEK COMPUTER
1212 E. COLORADO BLVD
PASADENA, CA 91106

RASHMIE ELECTRONICS INC
44368 SOUTH GRIMMER BLVD.
FREMONT, CA, 94538

INTERNATIONAL BUSINESS MACHINE
IBM CORPORATION,
600 ANTON BLVD
COSTA MESA, CA, 92626

MINDLINQ, INC.
3530 WILSHIRE BLVD. #1230
LOS ANGELS, CA, 90010

NETCUBE SYSTEMS, INC
1275 ARBOR AVE.
LOS ALTOS, CA 94024

NISSHO ELECTRONICS USA CORPORA
3945 FREEDOM CIR., STE. 240, MCCANDLESS TOWERS
SANTA CLARA, CA 95054

NORTHWEST PACIFIC CORP
1511 E. 5TH ST.
LONG BEACH, CA 90802

POINT 5 TECHNOLOGY SOLUTIONSPOINT 5 MEDIA INC
POINT 5 MEDIA INC
4822 SOUTH CRENSHAW BLVD, LOS ANGELES, CA, 90043

POWER COMPUTER
3100 E. WILLOW ST.
SIGNAL HILL, CA 90806

PRIME TECH STAFFING
10061 TALBERT AVE., STE. 200
FOUNTAIN VALLEY, CA 92708

PROCESS-EXCHANGE, INC.
25876 THE OLD ROAD, #159
SANTA CLARITA, CA, 91381

STERLING SOFTWARE
5800 TENNYSON PKWY.
PLANO, TX 75024

Bidders List

REDLIGHT FUSION, INC.
8400 TAMPA AVENUE
NORTHRIDGE, CA, 91324

Robis Inc.
107 E. Front Street
Wheaton, IL 60187

SDIG, INC.
1693 EUREKA RD., STE. 300
ROSEVILLE, CA 95661

SEEBEYOND
1047 TURNSTONE RD.
CARLSBAD, CA, 91219-1219

SIERRA CYBERNETICS, INC.
5140 E. LA PALMA AVE., STE. 201
ANAHEIM, CA 92801

SQL STAR INTERNATIONAL, INC.
1265 EL CAMINO REAL, STE. 206
SANTA CLARA, CA 95050

VENTURI TECHNOLOGY PARTNERS
23 CORPORATE PLAZA DR., STE. 125
NEWPORT BEACH, CA 92660

VERSADATA, INC.
9800 S. LA CIENEGA BLVD., STE. 907
INGLEWOOD, CA 90301

VIRUS WOMAN INC
2930 WESTWOOD BLVD SUITE 202
LOS ANGELES, CA, 90064

WEB GRFX INC.
1885 S. ACADEMY BLVD
COLORADO SPRINGS, CO 64511-4511

SYSTEMS DESIGN, INC.
2811 N. 81ST ST.
OMAHA, NE, 68134

TEACO, INC.
9928 E. 55TH PL., STE. A
P.O. BOX 472261
TULSA, OK 74146

TECHFLOW
12220 EL CAMINO REAL, STE. 300
SAN DIEGO, CA 92130

TECHNICAL CONSULTANTS INT'L.
5022 BAILEY LOOP
MCCLELLAN, CA 95652

TRINUS CORPORATION
330 N. BRAND BLVD., STE. 810
GLENDALE, CA 91203

UBS UNIQUE BUSINESS SOLUTIONS
3376 LYNCH RD.
PACIFIC, MO 63069

WINSOFT CORP.
200 SANDPOINTE AVE, STE. 520
SANTA ANA, CA 92707

WOLCOTT GROUP, LLC
3700 EMBASSY PARKWAY, STE 430
FAIRLAWN, OH, 44333

WORLDWIDE TECHNOLOGY SOLUTIONS
400 CAPITOL MALL., STE. 900
SACRAMENTO, CA 98919

Clarity Election Solutions
500 N. West Shore Blvd., Ste., 300
Tampa, FL 33609-5011

Bidders List

WEST ADVANCED TECHNOLOGIES INC
6520 E. ROSEBAY ST.
LONG BEACH, CA 90808

ZENITH INFOWAY INC
78 HEATHERWOOD DR
NORTH BRUNSWICK, NJ, 08902

ATTACHMENT II

AGREEMENT

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SOE SOFTWARE CORPORATION

FOR

ELECTION TASK MANAGEMENT SYSTEM

76472

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	AGREEMENT AND INTERPRETATION	2
2.0	ADMINISTRATION OF AGREEMENT - COUNTY	10
3.0	ADMINISTRATION OF AGREEMENT - CONTRACTOR	11
4.0	WORK	15
5.0	TERM	16
6.0	AMENDMENT	17
7.0	CONTRACT SUM	18
8.0	MAINTENANCE AND PROFESSIONAL SERVICES	22
9.0	SYSTEM TESTS AND ACCEPTANCE BY COUNTY	25
10.0	OWNERSHIP AND LICENSE	28
11.0	THIRD PARTY SOFTWARE	30
12.0	DEFICIENCIES	31
13.0	WARRANTIES	33
14.0	ASSIGNMENT AND DELEGATION	34
15.0	AUTHORIZATION WARRANTY	36
16.0	BUDGET REDUCTIONS	36
17.0	COMPLAINTS	36
18.0	COMPLIANCE WITH APPLICABLE LAW	37
19.0	COMPLIANCE WITH CIVIL RIGHTS LAWS	38
20.0	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	38
21.0	CONFLICT OF INTEREST	40
22.0	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	41
23.0	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	41
24.0	CONTRACTOR RESPONSIBILITY AND DEBARMENT	42
25.0	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	45
26.0	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	46
27.0	COUNTY'S QUALITY ASSURANCE PLAN	47
28.0	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	47
29.0	EMPLOYMENT ELIGIBILITY VERIFICATION	47
30.0	FACSIMILE REPRESENTATIONS	48
31.0	FAIR LABOR STANDARDS	49
32.0	GOVERNING LAW, JURISDICTION, AND VENUE	49
33.0	INDEPENDENT CONTRACTOR STATUS	49
34.0	INDEMNIFICATION	50
35.0	GENERAL INSURANCE REQUIREMENTS	50
36.0	INSURANCE COVERAGE REQUIREMENTS	53
37.0	LIQUIDATED DAMAGES	55
38.0	MOST FAVORED PUBLIC ENTITY	56
39.0	NONDISCRIMINATION AND AFFIRMATIVE ACTION	57
40.0	NON EXCLUSIVITY	58
41.0	NOTICE OF DELAYS	59
42.0	NOTICE OF DISPUTES	59

TABLE OF CONTENTS

SECTION	TITLE	PAGE
43.0	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT……	59
44.0	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW……..	59
45.0	NOTICES……	60
46.0	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	60
47.0	PUBLIC RECORDS ACT	60
48.0	PUBLICITY……	61
49.0	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	62
50.0	RECYCLED BOND PAPER	64
51.0	SUBCONTRACTING	64
52.0	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	65
53.0	TERMINATION FOR CONVENIENCE	66
54.0	TERMINATION FOR DEFAULT	67
55.0	TERMINATION FOR IMPROPER CONSIDERATION	68
56.0	TERMINATION FOR INSOLVENCY	69
57.0	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE……	70
58.0	TERMINATION FOR NON-APPROPRIATION OF FUNDS	70
59.0	VALIDITY……	71
60.0	WAIVER……	71
61.0	WARRANTY AGAINST CONTINGENT FEES	71
62.0	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM……	72
63.0	OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT	73
64.0	PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICAITON	75
65.0	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM	77
SIGNATURES		79

TABLE OF CONTENTS

SECTION	TITLE	PAGE
STANDARD EXHIBITS		
A	STATEMENT OF WORK	
B	PRICING SCHEDULE	
C	CONTRACTOR'S EEO CERTIFICATION	
D	COUNTY'S ADMINISTRATION	
E	CONTRACTOR'S ADMINISTRATION	
F	CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT	
G	JURY SERVICE ORDINANCE	
H	SAFELY SURRENDERED BABY LAW	
I	NOTICE TO EMPLOYEE REGARDING THE FEDERAL EARNED INCOME CREDIT (IRS NOTICE 1015)	
J	INVOICE DISCREPANCY REPORT	
K	COMMUNITY BUSINESS ENTERPRISE (CBE) FORM	
L	REQUIRED FORMS	
M	CUSTOM PROGRAMMING MODIFICATION FORM	
N	TASK/DELIVERABLE ACCEPTANCE CERTIFICATE	

Sample Agreement

AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
SOE SOFTWARE CORPORATION
FOR

ELECTION TASK MANAGEMENT SYSTEM

This Agreement ("Agreement) is made and entered into this 12th day of February, ~~2007~~ 2008 by and between the County of Los Angeles ("County") and SOE Software Corporation, a corporation organized under the laws of Florida, located at 1408 N. West Shore Boulevard, Suite 400, Tampa Florida 33607 ("Contractor"). County and Contractor are sometimes hereinafter referred to collectively as the "Parties" and each individually as a "Party."

RECITALS

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

WHEREAS, Contractor is in the business of providing a highly specialized web-based election task management system to election jurisdictions; and

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

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1.0 AGREEMENT AND INTERPRETATION

1.1 Agreement

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

1.2 Interpretation

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, subtask, deliverable, service, or other work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document and then to the Exhibits according to the following priority:

1.2.1	EXHIBIT A -	Statement of Work
1.2.2	EXHIBIT B -	Pricing Schedule
1.2.3	EXHIBIT C -	Contractor's EEO Certification
1.2.4	EXHIBIT D -	County's Administration
1.2.5	EXHIBIT E -	Contractor's Administration
1.2.6	EXHIBIT F -	Contractor Acknowledgment and Confidentiality Agreement
1.2.7	EXHIBIT G -	Jury Service Ordinance
1.2.8	EXHIBIT H -	Safely Surrendered Baby Law
1.2.9	EXHIBIT I -	Notice to Employee Regarding the Federal Earned Income Credit (IRS Notice 1015)
1.2.10	EXHIBIT J -	Invoice Discrepancy Report
1.2.11	EXHIBIT K -	Community Business Enterprise (CBE) Form
1.2.12	EXHIBIT L -	Required Forms
1.2.13	EXHIBIT M –	Custom Programming Modification Form

1.2.14 EXHIBIT N – Task/Deliverable Acceptance Certificate

1.3 Construction

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

1.4 Definitions

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.

1.4.1 “Acceptance” as used herein shall mean County’s written approval of any Tasks, subtasks, Deliverables, goods, Services or other work provided by Contractor to County.

1.4.2 “Acceptance Test” as used herein shall have the same meaning as set forth in Section 9.3 (Acceptance Test).

1.4.3 “Agreement” or “Contract” as used interchangeably herein shall have the same meaning as set forth in Section 1.1 (Agreement).

1.4.4 “Budget” as used herein shall mean the County’s fiscal year spending authority as approved by the Board of Supervisors.

1.4.5 “Confidential Information” as used herein shall have the same meaning as set forth in Section 3.5 of this Agreement.

1.4.6 “Contracts Monitor” as used herein shall mean County personnel responsible for ensuring administrative contract requirements are met.

1.4.7 “Contract Sum” as used herein shall have the same meaning as set forth in Section 7.0 (Contract Sum).

1.4.8 “Contractor” as used herein shall have the same meaning as set forth in the Recitals.

1.4.9 “Contractor’s Key Personnel” as used herein shall have the same meaning as set forth in Section 3.3.2.

1.4.10 “Contractor’s Project Director” as used herein shall have the same meaning as set forth in Section 3.1 (Contractor’s Project Director).

1.4.11 “Contractor’s Project Manager” as used herein shall have the same meaning as set forth in Section 3.2 (Contractor’s Project Manager).

1.4.12 “Core Application Software” as used herein shall mean all Core Application Software, modifications, custom programming modifications supplied by Contractor pursuant to this Agreement.

1.4.13 “County” as used herein shall have the same meaning as set forth in the Recitals.

1.4.14 “County Product” as used herein, shall have the same meaning as set forth in Section 63.0 (Ownership of Materials, Software and Copyright)

1.4.15 “County’s Project Director” as used herein shall have the same meaning as set forth in Section 2.1 (County’s Project Director).

1.4.16 “County’s Project Manager” as used herein shall have the same meaning as set forth in Section 2.2 (County’s Project Manager).

1.4.17 “Custom Programming Modifications” as used herein shall mean those software modifications, object code and related Documentation which County may request, and which Contractor shall provide, in accordance with Exhibit A (Statement of Work).

1.4.18 “Day or Days” whether capitalized or not, shall mean calendar day(s), not business or working days, unless otherwise specified.

1.4.19 “Deficiency(ies)” as used herein shall mean have the same meaning as set forth in Section 12.0 (Deficiencies).

1.4.20 “Deliverable” as used herein shall mean the completed Tasks, subtasks, and/or other services identified in Exhibit A (Statement of Work) provided by Contractor under this Agreement.

1.4.21 “Department of Registrar-Recorder/County Clerk" or "RR/CC” as used herein shall have the same meaning as set forth in the Recitals.

1.4.22 “Documentation” as used herein shall mean any and all written materials, including user manuals, operating manuals, quick reference guides, training materials, and all other user instructions regarding the capabilities, operations, installation for and support of the System Software.

1.4.23 “Effective Date” as used herein shall mean the date on which this Agreement has been executed by an authorized representative of the Contractor has been approve by the Board.

1.4.24 “Election” as used herein shall mean any Federal, State or local election conducted by County or its designees.

1.4.25 “Election Day” as used herein shall mean the date of any Election as determined by County, or its designee, or applicable Federal or State authorities.

1.4.26 “Extension Year” as used herein shall have the meaning as set forth in Section 5.0 (Term).

1.4.27 “Infringement Claim” as used herein shall have the meaning as set forth in Section 64.0 (Paten, Copyright & Trade Secret Indemnification).

1.4.28 “Initial Term” as used herein shall have the same meaning as set forth in Section 5.0 (Term)

1.4.29 “Interface(s)" as used herein shall mean any System Software, including source code, object code and related Documentation, required to complete the interface(s) between such and any required County software programs.

1.4.30 “Invoice Discrepancy Report" or "IDR” as used herein shall have the same meaning as set forth in Section 7.8 (Invoice Discrepancy Report).

1.4.30 “License” as used herein shall have the same meaning as set forth in Section 10.2 (License).

1.4.31 “Maintenance and Support Services” as used herein shall have the same meaning as set forth in Section 8.1 (Maintenance and Support Services).

1.4.32 “Minor Imperfection” as used herein shall have the same meaning as set forth in Section 12.1 (Deficiencies).

1.4.33 “Operating Software” as used herein shall mean all Application Operating Software to be supplied by Contractor pursuant to this Agreement.

1.4.34 “Option Term” as used herein shall have the same meaning as set forth in Section 5.0 (Term)

1.4.35 “Other Professional Services” as used herein shall have the same meaning as set forth in Section 8.3 (Other Professional Services).

1.4.36 “Party" or Parties” as used herein shall have the same meaning as set forth in the Recitals.

1.4.37 “Project Management Plan” as used herein shall mean Contractor’s written plan to provide, implement, monitor and ensure the services required by this Agreement are received by County accordingly.

1.4.38 “Registrar-Recorder/County Clerk” as used herein shall mean the Director of the Department of the Registrar-Recorder/County Clerk.

1.4.39 “Reports” as used herein shall have the same meaning as set forth in Section 4.4.

1.4.40 “Services” as used herein shall have the same meaning as set forth in the Recitals.

1.4.4.1 “Specifications” as used herein means all functional operation requirements, features, standards and deliverables as set forth in the Agreement and SOW, and any approved work order for Other Professional Services, including Custom Programming Modifications.

1.4.42 “Statement of Work" or "SOW” as used herein shall mean Exhibit A attached to this Agreement, which includes Tasks, subtasks, and Deliverables required under this Agreement.

1.4.43 “Status Report” as used herein shall have the same meaning as set forth in the SOW.

1.4.44 “Subcontractor” as used herein shall mean any person, entity, or organization to which Contractor proposes to delegate or has delegated any of its obligations hereunder in accordance with Section 51.0 (Subcontracting).

1.4.45 “System” as used herein shall mean all System Software, conversions, Interfaces, and Services described in this Agreement and as otherwise agreed to in writing by Contractor and County pursuant to Section 6.0 (Amendments), collectively comprising the System Software.

1.4.46 “System Software” as used herein shall mean all Software supplied by Contractor pursuant this Agreement. References to the System Software may include one or more components or modules thereof or all System Software in the System.

1.4.47 “Task” as used herein shall mean one or more major areas of work to be performed under this Agreement and identified as a numbered Task in the SOW.

1.4.48 “Term” as used herein shall have the same meaning as set forth in Section 5.0 (Term)

1.4.49 “Third Party Software” as used herein shall have the mean as set forth in Section 11.0 (Third Party Software).

1.4.50 “Uniform District Election Law” or “UDEL” as used herein shall mean the Uniform District Election Law Elections scheduled in November of odd numbered years.

1.4.51 “Updates” as used herein shall have the same meaning as set forth in Section 8.2 (Updates).

1.4.52 “User” as used herein shall mean any person or entity authorized by RR/CC to access or use the System Software.

1.4.53 “Work” as used herein shall mean any and all Tasks, subtasks, Deliverables, Custom Programming Modifications, goods, and other Services performed by or on behalf of Contractor (including by Subcontractors, if any) pursuant to this Agreement, the SOW and all the Exhibits, change orders, and amendments hereto.

2.0 ADMINISTRATION OF AGREEMENT - COUNTY

A listing of all County Administration referenced in the following sections is set forth in Exhibit D (County's Administration). The County shall notify the Contractor in writing of any change in the names or addresses shown.

2.1 County's Project Director

Responsibilities of the County's Project Director include:

2.1.1 Ensuring that the objectives of this Agreement are met; and

2.1.2 Making changes in the terms and conditions of this Agreement in accordance with Section 6.0 (Amendments); and

2.1.3 Providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

2.2 County's Project Manager

Responsibilities of the County's Project Manager include:

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

2.2.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

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

2.2.4 The County's Project Manager is responsible for overseeing the day-to-day administration of this Agreement.

2.3 County's Personnel

All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby represents that its price, maintenance schedule, and performance hereunder are not based on the use of County personnel except as otherwise expressly provided in this Agreement.

3.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

3.1 Contractor's Project Director

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

3.1.2 Contractor's Project Director shall be responsible for Contractor's performance of all of Contractor's Tasks and subtasks, delivery of all Deliverables, and ensuring Contractor's compliance with this Agreement.

3.2 Contractor's Project Manager

3.2.1 The Contractor's Project Manager is designated in Exhibit E (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.

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

3.3 Approval of Contractor's Staff

3.3.1 County has the absolute right to approve or disapprove any/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.

3.3.2 Contractor shall endeavor to assure continuity during the Term of this Agreement Contractor personnel performing key functions under this Agreement, together with Contractor Project Director and Contractor Project Manager, shall constitute and shall be referred to hereinafter as the Contractor's "Key Personnel." Contractor shall promptly replace any Key Personnel vacancies with personnel having qualifications at least equivalent to those being replaced.

3.3.3 County's Project Director may require the replacement or removal of any Contractor Key Personnel and may request replacement of any other staff member performing, or offering to perform, Work hereunder. For Contractor's Key Personnel, Contractor shall provide County with a resume of each such proposed individual Contractor's Key Personnel (or his or her replacement), and any opportunity to interview such person (or his or her replacement) prior to his performing any Work hereunder.

3.3.4 In the event Contractor should need to remove any Contractor Key Personnel from performing Work under this Agreement, Contractor shall provide notice as promptly as possible thereafter, and shall Work with County on a mutually agreeable transition plan as to ensure project continuity.

3.3.5 Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced or removed should any transition plan develop pursuant to Section 3.3.4 require filing such vacancy (or, alternatively, terminating such position) and subject further to County's Project Director's right to require replacement or removal of such personnel pursuant to Section 3.3.3.

3.4 Background and Security Investigations

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

3.4.2 County may request that the Contractor's staff be immediately removed from working on the County

Agreement at any time during the Term of this Agreement. County will not provide to the Contractor or to the Contractor's staff any information obtained through the County conducted background clearance.

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

3.4.4 Disqualification, if any, of the Contractor's staff, pursuant to this Section 3.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

3.5 Confidentiality

3.4.1 Neither Party will use or disclose the other Party's Confidential Information without the other Party's prior written consent. "Confidential Information" means, as to Contractor, the System Software and, as to either Party, any information designated as confidential by the Party when or before it is disclosed. This Section does not apply to information (a) after it becomes publicly known through no fault of the receiving Party, (b) already rightfully in the receiving Party's possession when received, (c) developed by the receiving Party without the use of the other Party's Confidential Information or (d) required to be disclosed by law so long as the other Party is given immediate notice of the request or order that the information be disclosed and the fullest opportunity under law to prevent or limit the disclosure. Each Party acknowledges that its breach of this

Section 3.4 may cause the other Party substantial and irreparable harm for which the other Party would be entitled to equitable relief in addition to any available legal remedies. Each Party hereby waives any requirement to post bond or provide other security as a condition to receiving such equitable relief.

3.4.2 Each Party shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Agreement.

3.4.3 The Contractor shall sign and adhere to the provisions of Exhibit F (Contractor Acknowledgement and Confidentiality Agreement).

4.0 WORK

4.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

4.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.3 Contractor shall complete and deliver all tasks, subtasks, deliverables, good and services in accordance with the requirements and specifications set forth in the SOW and must have written approval of County's Project Director. Written approval by the County's Project Director shall not be unreasonably delayed. In no event shall County be liable or responsible for any payment prior to such written approval.

4.4 Contractor shall provide Ad Hoc reports to County's Project Director as needed and requested by County. Ad Hoc reports requested by County shall be delivered in electronic format within 10 business days.

5.0 TERM

5.1 The "Initial Term" of this Agreement shall be effective upon approval by County's Board of Supervisors and run consecutively for four (4) years, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

5.2 County authorizes the Registrar-Recorder/County Clerk, or her designee, to exercise at her sole discretion, upon notice to Contractor, the option to extend this Agreement up to two (2) additional one-year periods ("Extension Year").

5.3 County further authorizes Registrar-Recorder/County Clerk, or her designee, at her discretion, to authorize month-to-month extensions for a period not to exceed six (6) months, at the end of the Initial Term or each Extension Year, if exercised. Contractor agrees that such extension(s) shall be at the same rate(s), terms and conditions.

5.4 As used herein and except where expressly stated to the contrary, the "Term" shall mean the Initial Term, if extended, each Extension Year, and any month-to-month extension period ("Option Term"), as the case maybe.

5.5 The Contractor shall notify RR/CC when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall

send written notification to RR/CC at the address herein provided in Exhibit D (County's Administration).

6.0 AMENDMENT

County reserves the right to amend any portion of the work required under this Agreement, or amend such other terms and conditions of the Agreement as may become necessary. Any such revision shall be accomplished in the following manner:

6.1 Unless otherwise provided under the term of this Agreement, for any change which does not material affect the scope of work, term, Contract Sum, or payment under this Agreement, an amendment to this Agreement shall be prepared and executed by the Contractor and the Registrar-Recorder/County Clerk or his/her designee. As used herein, the term "materially" is defined as being a change of more than fifteen percent (15%) of the Contract Sum, a change of more than 90 days to any period of performance, or a change in the work required which collectively increases or decreases the Contract Sum more than fifteen percent (15%) of the Contract Sum.

6.2 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Agreement shall be prepared and executed by the Contractor and by the Registrar-Recorder/County Clerk or his/her designee.

6.3 The Registrar-Recorder/County Clerk or his/her designee may at his/her sole discretion, authorize extensions of time as defined in

Section 5.0 (Term). The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared and executed by the Contractor and the Registrar-Recorder/County Clerk or his/her designee.

7.0 CONTRACT SUM

7.1 The Contract Sum under the term of this Agreement shall be the total monetary amount payable by County to the Contractor for supplying all services specified under this Agreement. The Contract Sum for this Agreement, including applicable taxes, is one million, fifty-four thousand, nine hundred forty nine dollars ($1,054,949).

7.2 Pool Dollars. Exhibit B (Price Schedule) includes the aggregate pool dollars available for additional Good & Services entered into pursuant to, and in accordance with, Paragraph 8.3 (Other Professional Services). The aggregate amount of Pool Dollars available under this Agreement shall not exceed 20% of the Contract Sum or one hundred and seventy five thousand eight hundred twenty five dollars ($175,825.00).

7.3 Contractor's fees, as set forth in Exhibit B (Pricing Schedule) shall remain firm fixed prices for the Initial Term of the Agreement. The Registrar-Recorder/County Clerk, or his/her designee, at her sole discretion, may increase the Contract Sum up to a maximum of 15 percent (15%) of the total Contract Sum over the Term of the Agreement, including any extensions thereof. The maximum Contract Sum shall not exceed one million two hundred and thirteen thousand one hundred and ninety one dollars ($1,213,191.00).

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

7.5 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 authorization under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to RR/C at the address herein provided in Exhibit E (County's Administration).

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

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. 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 Agreement 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 Agreement.

7.7 Invoices and Payments

7.7.1 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 Agreement. Each invoice shall include a signed Task/Deliverable Acceptance Certificate (Exhibit N), signed by the County's Project Manager. 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 or Contractor fails to provide the signed Task/Deliverable Acceptance Certificate, no payment shall be due to the Contractor for that work until such time that County approval is provided in writing.

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

7.7.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the Tasks, Deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

7.7.4 The Contractor shall submit invoices to the County as soon the possible once County acceptance of the work performed is achieved.

7.7.5 All invoices under this Agreement shall be submitted in one (1) original and one (1) copy to the following address:

Finance Services
Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 7211
Norwalk, CA 90650
Attn: Finance Officer
(562) 462-2680

7.7.6 All invoices submitted by the Contractor for payment must have the written approval of the County's Project Director prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. All invoices must include the applicable Task/Deliverable Acceptance Certificate (Exhibit N) signed by County's Project Director. Incomplete invoices will be returned to Contractor for resubmitting with appropriate written approval from County's Project Director.

7.7.7 Local Small Business Enterprises – Prompt Payment Program

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

7.8 Invoice Discrepancy Report

County's Project Director or designee shall review all invoices for any discrepancies and issues an "Invoice Discrepancy Report" ("IDR"), a sample of which is attached hereto as Exhibit J and incorporated herein by this reference, to Contractor within fifteen (15) Days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and send a written explanation reasonably detailing Contractor's objection to the IDR within ten (10) Days of receipt of the IDR from County's Project Director. If County's Project Director does not receive a written

response within ten (10) Days of County's notice to Contractor of and IDR, then County payment will be made, less the disputed charges. Notwithstanding any partial payment made by County, provided Contractor has timely responded to the IDR as set forth above, Contractor retains its right to seek payment, pursuant to Section 42.0 (Notice of Dispute), for any unpaid disputed portion of any invoice. If Contractor does not respond with a written objection to the IDR within the ten (10) Day period set forth above, Contractor waives its right to dispute the IDR and the partial payment by County.

8.0 MAINTENANCE AND PROFESSIONAL SERVICES

8.1 Maintenance and Support Services

In exchange for County's payment of any Software Maintenance & Support fee and upon the Effective Date of this Agreement, Contractor shall provide on-site support and maintenance services for System. Maintenance Services shall include the correction of any and all Deficiencies, including Minor Imperfections that occur during the Term. Correction of such Deficiencies shall be at no additional cost to County beyond the specified fees, as established in Exhibit B (Pricing Schedule). If any component of the System requires maintenance services, Contractor shall endeavor reasonably to provide such services at County's location, provided that, if the Contractor determines it necessary to replace any component, or repair any component at Contractor's facility, Contractor shall pay all shipping costs, and shall provide full replacement value insurance, in connection with the retrieval from, and the return to County's facilities of such component. In addition, upon the reasonable request of County's Project Director, Contractor will deliver to County a replacement or temporary item prior to removing the item requiring Maintenance Services.

8.2 Updates

Maintenance Services include any upgrades, updates, enhancements, revisions, improvements, bug fixes, patches, and modifications, other than Custom Programming Modifications, to the System Software, in whole or in part, and any updates or modifications required during the Term in order for System Software to run effective and efficient (collectively,"Updates"), shall be provided by Contractor to County at no additional cost beyond the specified fees, as applicable. Any update(s) delivered by Contractor to County shall be deemed a part of and shall be included in such Software licensed to County pursuant to this Agreement. Contractor shall support the System Software and all components provided and approved pursuant to this Agreement, including any Updates and Custom Programming Modifications, installed at any County facility, or licensed to County hereunder, for the Term.

Notwithstanding the foregoing section, the County and Contractor agree that during the warranty and so long as maintenance is renewed, if any Contractor software product fails to perform as warranted Contractor will replace or repair it at no charge to the County. However, updates due to a change in law to otherwise properly functioning products, Contractor will provide updates to properly functioning Software at no additional charge to County.

8.3 Other Professional Services

8.3.1 Upon the written request of County's Project Director made at any time and from time-to-time during the Term, Contractor shall provide to County "Other Professional Services," including additional training, on-site support beyond that which is deemed required Maintenance

Services pursuant to this Section 8.3, or Exhibit A (Statement of Work), and customizations or modifications to System Software that are requested by County's Project Director in order to create new functionality and customizations not required of Contractor by the SOW or included as part of Maintenance & Support Services (such customizations or modifications are collectively referred to as "Custom Programming Modifications".

8.3.2 All Other Professional Services, including Custom Programming Modifications, shall be provided by Contractor (i) if hourly work, at the hourly rate set forth in Exhibit B (Pricing Schedule), as adjusted for any Extension Year pursuant to Section 8.3.2, or (ii) if flat rate or per diem work, including additional training or certain on-site support, at the then current published rate for such Other Professional Services, which as of the Effective Date, are as set forth in Exhibit B (Pricing Schedule), the price of which flat rate services may be modified from time to time upon ninety (90) Days prior notice to County, plus in each instance the cost of any applicable materials.

8.3.3 Upon County's request for Other Professional Services, Contractor shall provide County, within seven (7) Days of receipt of such request, a written quotation of a maximum fixed price, which shall include Contractor staff level recommended, estimated man-hours for completion of the requested Other Professional Services, if applicable, and the cost of any applicable materials. Contractor's quotation shall be valid for sixty (60) Days from the date of its submission. In the event the requested Other Professional Services are completed by Contractor for an amount less

than the quoted price, County shall owe Contractor the lesser of the maximum fixed price quoted to County, or the actual cost of completion. Approval of Other Professional Services, and payment therefore shall be in accordance with Section 4.0 (Work) and Section 7.6 (Invoices and Payments), respectively, of this Agreement.

8.3.4 Upon completion, delivery and acceptance by County of any Custom Programming Modifications, such Custom Programming Modifications shall become part of and be included as the System Software, as applicable.

9.0 SYSTEM TESTS AND ACCEPTANCE BY COUNTY

9.1 General

Each update or modification, whichever the case may be, shall achieve Acceptance by County when Contractor has completed the applicable Deliverable(s) and County's Project Director has approved in writing. Contractor shall complete and submit Exhibit N (Task/Deliverable Acceptance Certificate) for County's Project Director approval as determined in the sole judgment of County's Project Director, in accordance with the Specifications and all provisions of this Agreement.

9.2 Installation Tests

Contractor shall conduct installation tests on each upgrade or modification to the System in accordance with Exhibit A (Statement of Work). Contractor shall give County notice of each of the installation tests, and designated representatives of County may observe the installation tests and verify the results as County deems necessary or appropriate. Upon satisfactory completion of each of the installation tests, Contractor shall deliver to County a

completed Task/Deliverable Acceptance Certificate (Exhibit N) for the applicable installation test.

9.3 Acceptance Tests

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

9.3.1 Initial System component test to determine whether each System component has been properly installed and is working in accordance with all applicable Specifications;

9.3.2 Integrated System component test to determine whether each System component interfaces and integrates with other System components already installed and whether each such System component can be used in the approved operating configuration and operates in accordance with all applicable Specifications and this Agreement;

9.3.3 The final System test shall ensure that all System components of the project and of all previous updates and modifications interface and integrate with System and each other in the approved operating configuration and operate in accordance with all applicable Specifications and this Agreement.

9.4 Failed Acceptance Testing

If County's Project Director makes a good faith determination that a System component has not successfully completed an Acceptance

Test, County's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the System component or System failed to pass the applicable Acceptance Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component and the System to be ready for retesting. Contractor shall notify County's Project Director when such corrections, repairs and modifications have been completed, and the Acceptance Tests shall begin again. If, after the applicable Acceptance Test has been completed for a second time, County's Project Director makes a good faith determination that the System component or System again fails to pass the applicable Acceptance Test, County's Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the System component or System failed to pass the applicable Acceptance Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component and the System to be ready for retesting. Such procedure shall continue until such time as County notifies Contractor in writing either: (i) of the successful completion of such Acceptance Test or (ii) that County has concluded in its sole judgment that satisfactory progress toward such successful completion is not being made, in which latter event County shall have the right, in County's sole judgment, to terminate this Agreement in accordance with Section 54.0 (Termination for Default), as a non-curable default with respect to (i) one or more System components, or (ii) if County believes the failure to pass the applicable Acceptance Test materially affects the

function or desirability to County of the System as a whole, the entire Agreement.

9.5 Task/Deliverable Acceptance Certificate

After County's Project Director has determined that the System, as a whole, has achieved Acceptance, as set forth in Section 9.1, County will countersign the applicable Task/Deliverable Acceptance Certificate. County will not unreasonably withhold approval signature.

10.0 OWNERSHIP AND LICENSE

10.1 Ownership

10.1.1 The System Software provided to County pursuant to this Agreement, other than Third Party Software, shall remain the property of Contractor, and all such Software is subject to the License granted to County pursuant to Section 10.2 (License). Third Party Software shall remain the property of, and is subject to the licenses granted by its third party owner.

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

10.2 License

10.2.1 Contractor grants to County, effective as of the Effective Date, a license for three (3) years with an option to extend this Agreement for up to two (2) additional one-year periods, for all users, unrestricted except as expressly restricted in this Agreement (the "License"):

10.2.2 To use the System Software on an unlimited number of computers, servers, local area networks and wide area networks, for an unlimited number of users. The use of certain Third Party Software shall be subject to limitations as set forth in Section 11.0 (Third Party Software). This includes, but is not limited to; use by any and all cities, unincorporated areas and other governmental agencies upon County's approval may allow access to System.

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

11.0 THIRD PARTY SOFTWARE

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

11.2 County acknowledges that it may have to execute certain third party license agreements in respect to the Third Party Software. These third party license agreements shall be at no cost to County and shall include reasonable terms and conditions as determined by County. To the extent that any such third party license agreement conflicts with this Agreement as it applies to County's right to use the System Software or modify the System Software (other than the Third Party Software), Contractor shall take all necessary action and pay all sums required to provide County with all the rights to use and modify the System Software (excluding modification of the Third Party Software) afforded by this Agreement. Contractor warrants that whether or not such third party license agreements are required of County, County shall receive licenses of all of the Third Party Software that will allow use of the System Software in accordance with all of the terms of this

Agreement. Without limiting the foregoing, Contractor shall be responsible for acquiring for and delivering to County, at the cost of Contractor, licenses permitting the use of all other Third Party Software for an unlimited number of users, which licenses do not in any way limit County's rights pursuant to Section 10.2 (License).

11.3 In the event it nonetheless becomes necessary to modify such Third Party Software to satisfy any of the requirements of this Agreement, Contractor shall promptly, at no cost to County, either: (1) obtain a license from the appropriate third party which shall enable Contractor to modify such Third Party Software, and Contractor shall provide all necessary modifications or (2) to the extent that Contractor is unable to obtain such a license, provide an upgrade or alternative solution, which is functionally equivalent, in County's Project Director's reasonable determination, in lieu of modifying such Third Party Software. If County exercises its option to terminate this Agreement for convenience pursuant to Section 53.0 (Termination for Convenience), the obligations of Contractor as set forth in this Section 11.0 shall be null and void. Nothing herein shall require Contractor to pay for a new release, version, or revision of Third Party Software, which is not otherwise provided under maintenance and support.

12.0 DEFICIENCIES

12.1 Deficiencies

As used herein, the term “Deficiency” shall mean and include, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the Specifications or from published or mutually agreed upon industry standards, or any other malfunction or error,

including the provision of negligent or substandard workmanship, which results in System, or any part thereof, not performing in accordance with the provisions of this Agreement, including the SOW, as determined by County's Project Director, in his reasonable judgment.

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

12.2 Corrective Measures

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

12.3 Approval

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

13.0 WARRANTIES

13.1 Contractor hereby represents and warrants to County that the System, as applicable, shall perform in accordance with the Specifications set forth herein, including the SOW, and any related Documentation, including any exhibits and amendments thereto, commencing the Effective Date until the expiration date of this Agreement, including any Extension period thereafter.

13.2 Contractor represents and warrants that (a) Contractor has the full power and authority to grant the License and all other rights granted by this Agreement to County, (b) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect, (c) County is entitled to use Software without interruption of the System use, subject only to County's obligation to make the required payments and compliance with the terms of any applicable license agreement, (d) this Agreement and any applicable Software, licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors, (e) during the Term, Contractor shall not subordinate this Agreement or any of it's rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the System, and any part thereof in accordance with this Agreement, and (f) neither the

performance if this Agreement by Contractor, nor the license to, and use by, County and it's use of the System in accordance with this Agreement will in any way violate any non-disclosure Agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

13.3 All Tasks, subtasks, Deliverables, goods and services, and other Work shall be performed in a timely and professional manner by experienced, qualified and, if appropriate, licensed or certified personnel.

13.4 Contractor shall, in the performance of all Work strictly comply with the descriptions and representations (including Deliverable Documentation, performance capabilities, accuracy, completeness, characteristics, Specifications, configurations, standards, functions and requirements) as set forth in the SOW.

13.5 Contractor shall supply sufficient staff to discharge its responsibilities here under in a timely and efficient manner, including as required to comply with Contractor's obligation under this Agreement, including the SOW.

13.6 All documentation developed under this Agreement shall be uniform in appearance.

14.0 ASSIGNMENT AND DELEGATION

14.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, 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 section, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

14.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

14.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. 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.

15.0 AUTHORIZATION WARRANTY

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

16.0 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Agreements, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement 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 Agreement.

17.0 COMPLAINTS

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

17.1 Within thirty (30) business days after Effective Date of the Agreement, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

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

17.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

17.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

17.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

17.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

18.0 COMPLIANCE WITH APPLICABLE LAW

18.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

18.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor

or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

19.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

20.0 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

20.1 Jury Service Program:

This Agreement 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 G and incorporated by reference into and made a part of this Agreement.

20.2 Written Employee Jury Service Policy.

20.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles 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.

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

20.2.3 If the Contractor is not required to comply with the Jury Service Program when the Agreement 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 Agreement and at its sole discretion that the Contractor demonstrates to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

21.0 CONFLICT OF INTEREST

21.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, 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 Agreement.

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.

21.2 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 Agreement. 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 section shall be a material breach of this Agreement.

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

Should the Contractor require additional or replacement personnel after the effective date of this Agreement 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 Agreement.

23.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

23.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, 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.

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

24.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

24.1 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 agreement. It is the County's policy to conduct business only with responsible Contractors.

24.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if the County acquires information concerning the performance of the Contractor on this or other agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if

warranted by the circumstances, and terminate any or all existing Agreements the Contractor may have with the County.

24.3 Non-responsible Contractor

The County may debar a Contractor if County's Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a agreement 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 agreement 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.

24.4 Contractor Hearing Board

24.4.1 If there is evidence that the Contractor may be subject to debarment, the RR/CC 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 (as defined in Chapter 2.202 of the Los Angeles County Code).

24.4.2 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 RR/CC shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to County's Board of Supervisors.

24.4.3 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 County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

24.4.4 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.

24.4.5 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.

24.4.6 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 County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

24.4.7 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor

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

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

26.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Agreement 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.

26.2 As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement 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).

27.0 COUNTY'S QUALITY ASSURANCE PLAN

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

28.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

28.1 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.

28.2 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.

29.0 EMPLOYMENT ELIGIBILITY VERIFICATION

29.1 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

Agreement 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.

29.2 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 Agreement.

30.0 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile or other electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Section 6.0 (Amendments), and received via electronic communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile or other electronic transmissions of such documents with subsequent (non-facsimile or other electronic) transmission of “original” versions of such documents.

31.0 FAIR LABOR STANDARDS

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

32.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement 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 Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

33.0 INDEPENDENT CONTRACTOR STATUS

33.1 This Agreement 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.

33.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement 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.

33.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement 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 Agreement.

33.4 The Contractor shall adhere to the provisions stated in Section 3.5 - Confidentiality.

34.0 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor’s acts and/or omissions arising from and/or relating to this Agreement.

35.0 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Agreement, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor’s own expense.

35.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Contracts Section
Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 5203
Norwalk, CA 90650

prior to commencing services under this Agreement. Such certificates or other evidence shall:

35.1.1 Specifically identify this Agreement;

35.1.2 Clearly evidence all coverages required in this Agreement;

35.1.3 Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;

35.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement; and

35.1.5 Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate

surety licensed to transact business in the State of California.

35.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

35.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

35.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

35.4.1 Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

35.4.2 Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Agreement.

35.4.3 Any injury to a Contractor employee that occurs on County

property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Project Manager.

35.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Agreement.

35.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

35.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all Subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

35.6.1 The Contractor providing evidence of insurance covering the activities of Subcontractors, or

35.6.2 The Contractor providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

36.0 INSURANCE COVERAGE REQUIREMENTS

36.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

36.2 **Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

36.3 **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease - policy limit:	$1 million
Disease - each employee:	$1 million

36.4 **Professional Liability**: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than $1 million per occurrence and $3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

37.0 LIQUIDATED DAMAGES

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

37.2 If the Registrar-Recorder/County Clerk, or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Registrar-Recorder/County Clerk, or his/her designee, deems are correctable by the Contractor over a certain time span, the Registrar-Recorder/County Clerk, 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 Registrar-Recorder/County Clerk, or his/her designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a

reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

37.3 The action noted in Section 37.2 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 Agreement.

37.4 This section shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in paragraph 37.2, and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

38.0 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Agreement 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 Agreement, then such lower prices shall be immediately extended to the County.

39.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION

39.1 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.

39.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification).

39.3 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.

39.4 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.

39.5 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 Agreement or under any project, program, or activity supported by this Agreement.

39.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 39.0 when so requested by the County.

39.7 If the County finds that any provisions of this Section 39.0 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the 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 Agreement.

39.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, 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 Agreement.

40.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Agreement shall not restrict RR/CC

from acquiring similar, equal or like goods and/or services from other entities or sources.

41.0 NOTICE OF DELAYS

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

42.0 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Registrar-Recorder/County Clerk, his/her or designee shall resolve it.

43.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

44.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los

Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

45.0 NOTICES

All notices or demands required or permitted to be given or made under this Agreement 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 D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The RR/CC shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

46.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

47.0 PUBLIC RECORDS ACT

47.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Section 49.0 - Record Retention and Inspection/Audit Settlement of this Agreement; 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 Agreement, 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.

47.2 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.

48.0 PUBLICITY

48.1 The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. 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 Agreement within the following conditions:

48.1.1 The Contractor shall develop all publicity material in a professional manner; and

48.1.2 During the term of this Agreement, 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.

48.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Section 48.0 shall apply.

49.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement 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 Agreement. 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 Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

49.1 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor 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 Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

49.2 Failure on the part of the Contractor to comply with any of the provisions of this Section 49.0 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

49.3 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, 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 Agreement 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 Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

50.0 RECYCLED BOND PAPER

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

51.0 SUBCONTRACTING

51.1 The requirements of this Agreement 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 Agreement.

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

51.2.1 A description of the work to be performed by the Subcontractor;

51.2.2 A draft copy of the proposed subcontract; and

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

51.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

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

51.5 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

Agreement. The Contractor is responsible to notify its subcontractors of this County right.

51.6 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.

51.7 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.

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

Contracts Section
Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 5203
Norwalk, California 90650

before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Section 26.0 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this

Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, 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 Agreement pursuant to Section 54.0 - Termination for Default and pursue debarment of the Contractor, pursuant to Los Angles County Code Chapter 2.202.

53.0 TERMINATION FOR CONVENIENCE

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

53.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

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

53.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

53.3.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with Section 49.0, Record Retention & Inspection/Audit Settlement.

54.0 TERMINATION FOR DEFAULT

54.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:

54.1.1 Contractor has materially breached this Agreement; or

54.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

54.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (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.

54.2 In the event that the County terminates this Agreement in whole or in part as provided in Section 54.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this section.

54.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Section 54.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the

Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the 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 Section 50.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

54.4 If, after the County has given notice of termination under the provisions of this Section 54.0, it is determined by the County that the Contractor was not in default under the provisions of this Section 54.0, or that the default was excusable under the provisions of Section 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 53.0 - Termination for Convenience.

54.5 The rights and remedies of the County provided in this Section 54.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

55.0 TERMINATION FOR IMPROPER CONSIDERATION

55.1 The County may, by written notice to the Contractor, immediately

terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. 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.

55.2 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.

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

56.0 TERMINATION FOR INSOLVENCY

56.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

56.1.1 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;

56.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

56.1.3 The appointment of a Receiver or Trustee for the Contractor; or

56.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

56.2 The rights and remedies of the County provided in this Section 56.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

57.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, Los Angeles 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 Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

58.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

the event that funds are not appropriated for this Agreement, then this Agreement 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.

59.0 VALIDITY

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

60.0 WAIVER

No waiver by the County of any breach of any provision of this Agreement 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 Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 60.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

61.0 WARRANTY AGAINST CONTINGENT FEES

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

61.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the

Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

62.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

62.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise (as defined in Chapter 2.204 of the Los Angeles County Code).

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

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

62.4.1 Pay to the County any difference between the agreement amount and what the County's costs would have been if the agreement had been properly awarded;

62.4.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the agreement; and

62.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

63.0 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

63.1 Except for the Software and any derivatives thereof, County shall be the sole owner of all rights, title and interest, including copyright, in and to all software, plans, reports, acceptance test criteria, acceptance test plans, the SOW, departmental procedures and processes, data, diagrams, facilities, tools, and information developed by County or by Contractor pursuant to and for delivery to County under the Agreement (hereafter "County Product") which are originated or created through the Contractor's work pursuant to this Agreement.

63.2 Except for the Election Task Management System and any derivatives thereof, Contractor shall execute all documents

necessary to assign and transfer to, and vest in the County all of the Contractor's rights, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Agreement.

63.3 During the Term of this Agreement and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Agreement. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Agreement, any and all such working papers and all information contained therein.

63.4 To the extent that such County Product developed by Contractor may be made generally applicable to the provision of election systems and services, Contractor is hereby granted a perpetual, nonexclusive, and irrevocable license to use such County Product, including the right to modify, reproduce, make derivative works from, and sublicense, so long as such use does not reveal confidential material of County.

63.5 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Agreement, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the 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.

63.6 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.

63.7 Notwithstanding any other provision of this Agreement, the County will not be obligated to the Contractor in any way under Section 63.6 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Section 63.5 or for any disclosure which the County is required to make under any state or federal law or order of court.

63.8 All the rights and obligations of this Section 63.0 shall survive the expiration or termination of this Agreement.

64.0 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICAITON

64.1 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 defense costs and legal, accounting and other expert, consulting or professional fees, as such are incurred, for or by reason of any actual or alleged infringement of any patent or copyright, or other rights of any third party, or any actual or alleged trade secret disclosure or misappropriation, arising from or related to the system or the operation and utilization of the Work under this Agreement (collectively referred to as "Infringement Claims"). Contractor shall have no obligation to County under this Section 64.1 if any infringement claim is caused by use by County of the System Software other than in accordance with the Specifications and other applicable Documentation, including all

applicable license agreements. Any legal defense pursuant to Contractor's indemnification obligations under this Section 64.1 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, such consent not to be unreasonably withheld; provided that Contractor has sole control of the defense or settlement of the Infringement Claims. County shall cooperate with and assist Contractor, at Contractor's expense, in connection with any claim, action, or lawsuit to which the above indemnity applies, including asserting all defenses, claims, or counterclaims reasonably requested by Contractor, including that of sovereign immunity. In addition, Contractor shall not, without County's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contendere*, to any charge or claim that results in other than a monetary judgment against County, which monetary judgment in any event shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

64.2 Without limiting the foregoing, in the event County's Project Director becomes aware that ongoing use of System Software, or any part thereof, is the subject of any Infringement Claim that might preclude or impair County's use of System Software or any component thereof (e.g., injunctive relief), or that County's continued use of System Software may subject it to punitive damages or statutory penalties or other costs or expenses, County shall give notice to Contractor of such fact(s). Upon notice of such facts, Contractor shall, at no cost to County, either (a) procure the right, by license or otherwise, for County to continue to use the affected portion of System Software, to the same extent of County's license under this Agreement, or (b) to the extent Contractor is unable to procure such right, replace or modify the System Software, in County's reasonable determination, to become non-infringing, non-

misappropriating and/or non-disclosing. If Contractor (i) fails to complete the remedial acts set forth above within forty-five (45) Days of the date of the notice from County, or, (ii) if completion is not possible despite Contractor's commercially reasonable best efforts within such forty-five (45) Day period, Contractor fails to make substantial progress towards completing such remedial acts and County has not approved in writing (such approval not be unreasonably withheld or delayed) Contractor's plan of completing such remediation, then in either instance County shall have the right without limiting any other rights or remedies that County may have under the Agreement or at law or equity, to take such remedial acts it determines to be reasonable to mitigate any impairment of its use of the System Software or damages or other costs or expenses. Contractor shall indemnify County for all amounts paid and all-direct and indirect costs associated with such remedial acts

65.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES

By _____
Yvonne B. Burke
Chair, Los Angeles County

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

COUNTY OF LOS ANGELES

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

15 FEB 12 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

SOE SOFTWARE CORPORATION

By _____
Signature

Marc J. Fratello
Print Name

CEO
Print Title

Tax ID # 82-0565032

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By _____
Patrice Salseda
Deputy County Counsel

76472

EXHIBIT A

STATEMENT OF WORK

ELECTION TASK MANAGEMENT SYSTEM

STATEMENT OF WORK
FOR
ELECTION TASK MANAGEMENT
SYSTEM SOFTWARE

TABLE OF CONTENTS

1. INTRODUCTION 1
2. BACKGROUND 1
3. SCOPE OF WORK 2
4. TASKS AND DELIVERABLES 2
   - TASK 1 - PROJECT MANAGEMENT AND IMPLEMENTATION PLAN 3
   - TASK 2 – TECHNICAL REQUIREMENTS AND FUNCTIONAL REQUIREMENTS SPECIFICATIONS 6
   - TASK 3 – HOSTING AND SECURITY REQUIREMENTS 10
   - TASK 4 – SYSTEM SUPPORT 11
   - TASK 5 – OPERATIONAL TRAINING 13
   - TASK 6 – DATA FILE EXPORT SPECIFICATIONS 14
   - TASK 7 - CUSTOM PROGRAMMING MODIFICATIONS 15

STATEMENT OF WORK FOR

ELECTION TASK MANAGEMENT

1. INTRODUCTION

This Statement of Work (SOW) defines the scope of work for the Election Task Management System to be delivered by Contractor to the Department of the Registrar Recorder/County Clerk (RR/CC) under this Agreement. This document also incorporates by reference all Contractor obligations set forth in the body of the Agreement. Capitalized terms used herein shall have the meanings set forth in the body of the Agreement and if such terms are not defined in the Agreement, they shall have the meaning set forth in this SOW.

The County of Los Angeles is the largest election jurisdiction in the U.S. with more than four million registered voters and more than 5,000 voting precincts in countywide elections. The RR/CC is responsible for conducting statewide elections: the Gubernatorial Primary and General elections and the Presidential Primary and General Elections – all in even numbered years. In addition to the four statewide elections, the RR/CC conducts Uniform District Elections (UDEL) for school and special districts in November of odd numbered years. The UDEL elections are smaller and have about 1,200 precincts involving about 1.3 million voters. The RR/CC also conducts special elections for state, federal and county vacancies, school districts and special districts upon request. These elections are generally held on regularly scheduled election dates established by State law.

2. BACKGROUND

The overseeing and tracking of critical events for each election is extremely detailed and time consuming. The RR/CC's current Election Scheduling System does not allow changes by anyone other than the end user, which is the Election Logistics Section (ELS). Three months prior to an election, ELS prepares and distributes approximately 30 copies of the draft schedule which documents for Election Managers all events related to an upcoming election. Division Managers and their staffs are required to review the schedule and return it to ELS with corrections within a determined timeframe. ELS is then responsible for ensuring any changes made by each division are updated in the scheduling system and redistributing a final hard copy to all Election Managers. The RR/CC is seeking an Election Task Management System which can assist in the tracking and updating of election events.

3. SCOPE OF WORK

Contractor shall provide the system software, conversions, related services, and any hardware Contractor requires to accomplish all the Tasks and Subtasks set forth in the Agreement and in this SOW to successfully implement the "System" or "Systems", including, but not limited to, all (a) Application Software, (b) software updates, (c) file conversion, (d) installation and implementation, (e) post implementation support, (f) technical and end-user training, (g) Custom Programming Modifications, and (h) application hosting services. The System shall include functions that directly support RR/CC's tracking and management of election related tasks or events. Contractor is responsible for all acts, products, and services required to provide RR/CC with a System that is fully functional in accordance with the Technical and Functional Requirements described in Task 2, whether or not the acts, products, or services required to do so are specifically identified as a Task, Subtask, or Deliverable in this SOW or the Agreement. Unless otherwise expressly stated, all work described in this Agreement shall be performed by Contractor.

Contractor shall submit documents identified as Deliverables in a file format compatible with the following RR/CC standard software:

- Microsoft Word 2000 - Word Processing
- Microsoft Excel 2000 - Spreadsheet
- Microsoft PowerPoint 2000 - Project Presentations
- Microsoft Access 2000 - Database Manager
- Visio Version 2000 - Illustrations, Flowcharts, and Drawings
- Microsoft Project 2000 - Project Manager
- Adobe Acrobat Reader – version 7 or higher

4. TASKS AND DELIVERABLES

All Deliverables require written *acceptance* and approval by the County in accordance with the Agreement before they shall be considered complete. A *Task/Deliverable Acceptance Certificate* is to be sent to both County Project Manager and County Project Director for the County Project Director's signoff for each Deliverable in each Subtask below. The *Task/Deliverable Acceptance Certificate* should already be signed by Contractor's Project Director prior to being sent to County. The following Tasks, associated Subtasks, and Deliverables, shall be addressed in the Project Management Plan (Project Plan) prepared pursuant to Task 1 (Project Management Services and Implement Plan):

TASK 1 - PROJECT PLANNING AND MANAGEMENT

Subtask 1.1 – Pre-Implementation Plan

1) A comprehensive and detailed plan for System implementation shall be developed by Contractor and delivered to County. The Plan shall incorporate all Tasks, Subtasks, and Deliverables required under the Agreement, SOW, and any amendments to the Agreement.

2) Within five (5) days of the delivery date of the Pre-Implementation Plan, Contractor shall meet with County Project Director and County Project Manager to review the Deliverables and discuss any issues prior to moving forward with the project implementation.

DELIVERABLE 1.1:

1.1.1 Contractor prepares the Pre-implementation Plan and delivers it to County within 14 days of initial Board approval meeting. County shall review the Plan and submit final changes no later than 7 days after receiving Plan from Contractor. Contractor shall review the changes requested by County and be prepared to discuss in detail within 48 hours.

Subtask 1.2 – Planning Procedures and Pre-Implementation Methodology

Contractor shall deliver fully developed System Software specific to County's current Election procedures and calendar methodology.

1.2.1 Project Management Plan

1) Project Meeting: Within seven (7) days of contract award, Contractor shall attend a kickoff meeting to schedule individualized task and resource planning activities.

2) <u>Project roles- Contractor shall provide</u>:

   A dedicated Project Manager to be responsible for coordinating technical preparation, content production and oversee the project and work hand in hand with the assigned County point of contact to guarantee all expectations are met.

3) <u>Project Communication</u>: All communications will be conducted through Contractor's Project Manager and County Project Director or his designee.

a) Status Reports: Contractor shall deliver weekly executive summary reports indicating the status of critical tasks, action items, and any constraints that may materially affect timely completion of Milestones.

b) Conference Calls: Contractor shall conduct weekly conference calls with the County Project Director or his designee to discuss in detail the deliverables of the week to keep the project timeline on track and to assist with any issues, questions or concerns regarding the deliverables as well as steps needed to approve the deliverables to move forward with the project.

4) System Acceptance Testing and Quality Assurance: At the sole option of County's Project Director, each System component shall be subject to an Acceptance Test. RR/CC shall develop and use test scripts to test each functional requirement listed in Tasks 2. Each test script shall identify the expected results and performance of each function being tested and RR/CC will determine if the function is being executed correctly. Contractor shall assist RR/CC staff in executing test scripts and provide information to facilitate completion of System Acceptance Testing. System acceptance and certification shall be approved by County's Project Director or designee when functional requirements have been met.

1.2.2 Project Phases:

- Pre-Implementation Planning
- Implementation Process

The Project Planning and Management process shall be an interactive, collaborative process that involves close interaction between RR/CC and Contractor to ensure delivery of a customized Elections Project Plan that meets RR/CC's technical and functional requirements. The process shall produce a planning tool that meets all statutory requirements (federal, state and local) and is tailored for the unique circumstances of the County and Election workers.

Multi-phase process:

1. Phase I – Data Collection: Contractor shall obtain from RR/CC the Election Scheduling System and discuss security requirements. Contractor shall attend a kickoff meeting within seven (7) days of contract award to schedule individualized task and resource planning activities.

2. Phase II - Implementation process: Contractor shall customize the Plan for the County. This includes predecessor and successor tasks and all federal and California statutory requirements.

3. Phase III – Approval and Review: County shall submit changes and Contractor shall deliver a final document to County within 48 hours of receipt of the edits. This phase culminates with a final Plan.

4. Phase IV - Testing: At the sole option of County's Project Director, each System component shall be subject to an Acceptance Test. RR/CC shall develop and use test scripts to test each functional requirement listed in Task 2. Each test script shall identify the expected results and performance of each function being tested and RR/CC will determine if the function is being executed correctly. Contractor shall assist RR/CC staff in executing test scripts and provide information to facilitate completion of System Acceptance Testing.

5. Phase V – Signoff Process: County Project Director will then sign off on Contractor's Implementation Plan.

1.2.3 Major Milestones:

The Project Plan shall describe the high level milestones. The Project Plan shall be prepared using Microsoft Project. Upon the Effective Date of the Agreement, Contractor and RR/CC shall review and revise timeline below to ensure that RR/CC's critical needs are met.

ELECTION TASK MANAGEMENT - SAMPLE TIMELINE					
			SCHEDULED DATES AND TIMES		
County Time Est. (hrs)	Week	Milestone/Meeting	RR/CC Reviews Material	RR/CC Meeting	RR/CC Approves Material
5	Week 1	Information Gathering Phase			
8	Week 2	Kickoff meeting for "best Practices" Task review			
10	Week 3	Election team meetings for task associations			
10	Week 6	Predecessor and successor task team review			
8	Week 7	County review and Quality Assurance			
10	Week 7	Quality Assurance			
8	Week 9	RR/CC Delivery/Launch			
8	Week 10	RR/CC Revisions Due			

10	Week 11	RR/CC Hand Of f and “Train-the-Trainer” training			

DELIVERABLES 1.2:

1.2.1 A detailed Project Management Plan that includes detailed work breakdown, task dependencies, resource list, and Gantt Chart.
1.2.2 Documentation that describes in detail, the implementation process, data collection and loading procedures, and a Test Plan.
1.2.3 A list of Milestones and projected completion dates

TASK 2 – TECHNICAL REQUIREMENTS AND FUNCTIONAL REQUIREMENTS SPECIFICATIONS

Technical Requirements

The RR/CC operates a Microsoft Windows 2000 domain sever environment using TCP/IP as the primary network protocol. RR/CC software standards require the use of Microsoft products including but not limited to a) office productivity applications, b) operating systems (server and desktops), c) database management software, d) internet platforms, and e) software development tools. Unless there is a compelling requirement that can only be met by non-Microsoft products, exceptions can be given for a narrow range of applications.

The System that shall be delivered under the Agreement and this SOW must be web-enabled and developed using Microsoft’s .NET framework, Visual Basic.NET (VB.NET). and Active Server Pages. NET (ASP.NET).

Contractor shall ensure that all System software (including non Microsoft third party components) and other work hereunder are compatible with RR/CC’s existing IT infrastructure.

Functional Requirements Specifications

2.1 – Election Task Management

Contractor shall provide hosted application services for System that allows RR/CC to deliver web-enabled election task management to internal customers. The Election Task Management System shall include functionality that allows RR/CC to include a comprehensive view of all essential tasks leading to an Election. Contractor shall deliver the software system initially as a hosted solution with identified options for local hosting at a mutually agreeable date in the future. The required functionality for the System Software shall include, but is not limited to, the following:

2.1.1 Functional Requirements

2.1.1.1 System (each of the functional requirements should be worded consistently) shall be pre-loaded with Los Angeles County specific tasks, duties and resources responsible for the successful conduct of multiple overlapping Elections to provide RR/CC with visibility into all aspects of Election preparation and delivery.

2.1.1.2 System shall be pre-loaded with all statutory requirements (Federal, State, Local).

2.1.1.3 System shall have the ability to track, monitor, and maintain multiple ongoing Elections and provide a mechanism for tracking and maintaining statutory requirements.

2.1.1.4 System shall have the capability to combine multiple elections and renumber them by the start date.

2.1.1.5 System shall have color code scheme for multiple Elections on a single report separated by two colors.

2.1.1.6 System shall have the capability to import the current data from existing Election Scheduling system into the new Election Task Management system and create templates for all the Models and Election schedules.

2.1.1.7 System shall have the capability to allow RR/CC to review e-mail (from their computer, PDA or phone) and instant message notifications of task status based on rules pre -determined by managers (i.e. task is late by 1 day).

2.1.1.8 System shall provide the capability for users to create and set up alerts and automatically generate auto notifications when pre-determined thresholds are met. The users can customize which tasks need to be alerted and an email shall automatically be sent to the appropriate resource through Microsoft Outlook. Any necessary component needed for this to work shall be installed.

2.1.1.9 System shall have the capability to provide reports to include data similar to current RR/CC standard reports.

2.1.1.10 System shall have the capability to view dashboard gauges with the latest information in a summarized and at-a-glance view format for monitoring the health of Elections and have capability to receive automatic email and phone task alerts.

2.1.1.11 System shall provide capabilities to display general and context sensitive Help screens and such screens shall be available through the user interface.

2.1.1.12 System shall have the capability to view and shift resource allocations, display resource allocations usage and availability of all Election staff members.

2.1.1.13 Real-time Visibility by Task Status:

System shall provide the "Executive's Dashboard" a graphical display that will allow RR/CC to view task accomplishment status at a glance (by date, task, precinct, county, city, etc.) and have the ability to be notified of exceptions of set parameters (i.e.: X task be completed Y days prior to an Election).

2.1.1.14 Real-time Visibility by Calendar:

Interactive calendar shall have the ability to allow for "drilldown" on specific tasks to monitor the Election progress by including a "negative" indication by color to determine which specific task and resource is challenged to alert RR/CC of the impending problem; therefore, prompting RR/CC to develop a plan of action to reallocate or acquire new resources in order to mitigate the problem.

2.1.1.15 Valuate Resource Requirements:

System shall provide the ability to perform "What if" analysis for critical tasks such as voter registration and petition checking with variable input to allow RR/CC to determine if it has sufficient resources to accomplish the task. Personnel or time resources are included to view the effects of the resource decision on the outcome of specific events.

2.1.1.16 System shall have the capability to search (Find) by an event or keyword within the event for a specific Election or all Elections.

2.1.1.17 System shall include security level to restrict users from modifying others' schedule events.

2.1.1.18 System shall have the capability to create election calendar templates that consist of election tasks and completion dates for different types of elections (i.e., Primary, General, or Special Election). Such templates are to be stored in a library of templates that can be used and reused for a specified election.

2.1.1.19 System shall have the capability to insert an event between two events and be able to renumber by the start date.

2.1.1.20 System shall have the capability to export reports into PDF format.

2.1.1.21 System shall have the capability to compare to Elections previously saved as templates.

2.1.1.22 System shall be able to provide alerts on duplicate entries in the same or different Election schedule.

2.1.1.23 System shall have the capability to add additional reports as needed.

2.1.1.24 System shall have the capability to include weekly breaks (e.g. line) on schedules (report) end of each week (Monday-Sunday).

2.1.1.25 System shall have the capability to archive events.

2.1.1.26 System shall have the capability to spell check events.

2.1.1.27 System shall have the capability to automatically calculate the E-/+ dates when the user enters Start and End date.

2.1.1.28 System shall have the capability to format events e.g. font, color, bold, italics and underline.

2.1.1.29 System shall provide a field to enter asterisk '*' indicating that Election task needs to be completed by the date provided.

2.1.1.30 System shall provide a "rescheduled" field to enter rescheduled events dates to automatically reschedule events

2.1.2 Additional Services:

2.1.2.1 Technical Support/Response Level:

Refer to Task 4.2 for specifications.

2.1.2.2 Historical Frequency of Upgrades:

Upgrades shall be scheduled every quarter unless an early release is necessitated by a bug-fix. Contractor shall notify the County if no releases are planned for a quarter.

2.1.2.3 Method for Bug Fixes and Patches:

Contractor shall release and apply bug fixes to server code, client code, database or any combination thereof, within 24 hours, after such software patches or revisions have been tested and released for production use. Software fixes or patches must be implemented between the hours of 8:00 pm and 4:00 am to minimize user impact.

2.1.2.4 User and Technical Documentation:

a) Contractor shall provide user and technical documentation in the following formats:

- PDF Documentation Uploaded Online – User and Technical Manual
- Microsoft Word and Microsoft Outlook – User and Technical Manual
- Software Help Online – Online general and context-sensitive Help Screens

DELIVERABLE 2:

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

TASK 3 – HOSTING AND SECURITY REQUIREMENTS

1. Internet outbound access bandwidth should start at 100 megabits/second minimum with dynamic burst capability up to near OC-192 backbone.

2. Hit counter, uptime, and bandwidth usage histograms or similar reporting tools.

3. 99.9% uptime and application availability.

4. Diverse high speed OC-192 paths to the Internet with automatic IP address block rerouting (BGP4).

5. Full redundancy on all infrastructure and network support systems.

6. Disaster recovery/business resumption plan and timeframes to recover in the event of a system failure.

7. Options for post-implementation and local hosting of applications at the option of the County.

DELIVERABLE 3:

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

TASK 4 – SUPPORT AND MAINTENACE SERVICES

Subtask 4.1 – Core Application Software Upgrades

Contractor shall provide updates or revisions to Core Application Software as they become available but not more than 14 days after commercial availability. Updates or revisions may result from new laws mandated by State or Federal statutes. County may also require changes to Core Application Software to meet internal needs.

DELIVERABLE 4.1:

4.1.1 Provide Core Application Software updates or revisions to County.

Subtask 4.2 – Technical Support

Contractor shall establish a technical support service to manage and track any technical problems and System failures encountered by County. Contractor shall provide County with a 24 hours a day, 7 days a week toll free telephone number. Problems reported to the technical support service shall be categorized into severity levels and Contractor shall respond according to the severity level of the problem. County shall make the determination of what severity level to assign to each problem reported to the technical support service. The list below shows definition of each severity level and the level or response required from Contractor.

Severity Levels

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

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

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

Response Level

Severity Level 1: Requires response within one hour during election working hours (Monday through Sunday, 6 a.m. to 8 p.m. Pacific Time) which run 40 days prior to the election and election day; and during normal business hours (Monday through Friday, 8 a.m. to 5 p.m. Pacific Time). RR/CC expects qualified technician to remotely support the work and immediately resolve problems as they may occur. Diagnosis and prognosis of the problem should occur within two hours. Problems reported after election working hours, normal business hours, and weekends shall be processed the next business day. At County's sole discretion, service credits in the amount of $250 may be assessed for each problem not resolved within the specified timeframe.

Severity Level 2: Requires response within four (4) hours during normal business hours (Monday through Friday, 8 a.m. to 5 p.m. Pacific Time). Diagnosis and prognosis of the problem should occur within one workday. Problem resolution should occur within two days. Problems reported after business hours and weekends shall be processed the next business day. At County's sole discretion, service credits in the amount of $100 may be assessed for each problem not resolved within the specified timeframe.

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

DELIVERABLE 4.2:

4.2.1 Provide 24/7 technical support services via toll free telephone number and technical support response within the required timeframes.

Subtask 4.3 - Status Reports

Each problem reported to the technical support service shall be tracked by Contractor until it has been resolved. Contractor shall make available reports containing the date problem was reported, the description, severity level, status, staff person assigned to resolve problem, and date problem resolved. County may request such reports at any time during normal business hours and for any period (by day, week, month, or year). Contractor shall provide status report within five (5) business days of County's request.

DELIVERABLE 4.3:

4.3.1 Provide status reports with specified detail as requested by County within five (5) business days.

Subtask 4.4 – Operational Support

Contractor shall provide operational support on any issues related to System usage via phone, fax or email during the County's normal business hours. "Operational Support" is defined as providing information, leading discussions, or walking through processes and procedures with RRCC staff on how to properly operate and use the System.

DELIVERABLE 4.4:

4.4.1 Provide operational support services via phone, fax, or email from 8:00 am until 5:00 pm, Monday through Friday.

TASK 5 – OPERATIONAL TRAINING

Subtask 5.1 –Training

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

RR/CC will provide the classroom, projection system, and personal computers to facilitate on-site training. Contractor shall supply original training materials including but not limited to (1) work books (2) user manuals (3) visual aids (4) charts, and (5) lessons, and RR/CC will reproduce as necessary.

Throughout the Term of the Agreement, Contractor shall provide additional training as County Project Director deems necessary to adequately train RR/CC staff and other users. Such additional training shall be at the hourly rate specified in Exhibit B (Pricing Schedule).

DELIVERABLE 5.1:

5.1.1 Provide System training classes
5.1.2 Provide training for County technical staff
5.1.3 Provide additional training as requested by County

TASK 6 – DATA FILE EXPORT SPECIFICATIONS

Contractor and RR/CC shall define the data elements that must be exported from the existing County-developed Election Scheduling Software into a format acceptable to Contractor. Contractor and RR/CC shall finalize the format of the file layout, the conversion specifications, and schedule file transfers during Task 1 (Project Management Services and Implementation Plan). The RR/CC project team will review the specifications and identify any changes required prior to the execution of the first step of the File Export process, as described below.

The conversion will take place in two steps:

1. RR/CC will export the relevant files from the format of the existing system to an intermediate format specified by Contractor.

2. Contractor shall convert the files from such intermediate format into the appropriate file(s) to load onto the System.

As the first step of the conversion process, RR/CC will provide Contractor a flat file version (herein after referred to as "Intermediate Files") of all required files. Contractor shall certify in writing, within ten (10) working days after receipt from RR/CC of the Intermediate Files, that the Intermediate Files are accurate, complete and meet all of Contractor's needs to complete Contractor's data upload task. Contractor shall also certify that the Intermediate Files are not corrupt or dirty and are free from defects. If Contractor cannot certify to all of the above, a written itemized list of the issues that need to be resolved or completed shall be provided to RR/CC. RR/CC will then resubmit the Intermediate Files to Contractor, and the above procedure shall apply to such resubmitted Intermediate Files. Such procedure shall continue until Contractor is able to certify the Intermediate Files and County's Project Director has approved such certification.

DELIVERABLE 6:

6.1 Document that certifies accuracy, approval and successful import/upload of Intermediate Files by Contractor.

TASK 7 – POST IMPLEMENTATION CUSTOM PROGRAMMING MODIFICATIONS

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

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

Subtask 7.1 - System Design Report

1. For each Custom Programming Modification, County will submit a completed Custom Programming Modification Request ("CPMR") form, Exhibit M of the Agreement, to Contractor. Each CPMR must be approved in writing by County's Project Director.

2. Within ten (10) working days of Contractor's receipt of County's CPMR, Contractor shall develop a functional description for the Custom Programming Modification. The functional description shall be sent to County's Project Director, with a copy to County's Project Manager, and shall include: (1) a description of the requested Custom Programming Modification, (2) a not-to-exceed cost estimate of the requested Custom Programming Modifications and (3) the expected duration of the Custom Programming Modification implementation. Within ten (10) days of receipt of the functional description, County's Project Director will return the approved or disapproved functional description to Contractor.

3. The estimated cost for the Custom Programming Modification as included in the functional description shall be computed at the fixed hourly rate set forth in Exhibit B, Pricing Schedule, of the Agreement, multiplied by the estimated number of hours to implement the Custom Programming Modification (develop, test, document, certify, install and train). Within ten (10) days of receipt of the functional description, County's Project Director will return the approved or disapproved functional description to Contractor.

4. If County does not return the approved or disapproved functional description to Contractor within ten (10) days, Contractor may give County written notice of cancellation of the functional description effective ten (10) days following the expiration of such ten (10) day period. County may request an extension within such ten (10) days.

5. When Contractor receives County's approval of Contractor's functional description, Contractor shall analyze County requirements in detail and shall prepare for each CPMR a System Design Report ("SDR").

6. Within ten (10) working days of receipt of the approved functional description from County, Contractor shall provide a delivery date for the SDR. Such delivery date shall occur no later than twenty (20) days following Contractor's receipt of County's approved functional description, unless otherwise agreed to in writing by Contractor's Project Director and County's Project Director.

7. The SDR shall take into account all existing system software and previously approved SDRs.

8 Each SDR shall include the following and any other items mutually agreed by County and Contractor:

   a. Design specifications, which must address and be consistent with County-approved requirements for the Custom Programming Modification;
   b. Database impact;
   c. User impact;
   d. Dictionary impact;
   e. Report impact;
   f. Documentation impact;
   g. Training impact;
   h. Wide Area Network impact;
   i. Special considerations, such as impact on current and future processing performance;
   j. A quotation of a total firm fixed price, in accordance with the fixed hourly rate set forth in Exhibit B (Pricing Schedule) by Contractor's total number of hours for all work related to the Custom Programming Modification (including, but not limited to, all work described in Subtask 6.2 (Custom Programming Modification Development, Testing, Certification, Documentation and Installation) and Subtask 6.3 (Custom Programming Modification Training Plan and Updated Training Materials), subject to change if Custom Programming Modification specifications change;
   k. Estimated time for completion;
   l. Estimated time to complete any interfaces; and
   m. Estimated time for completion of any automated conversion programs.

9. Within fifteen (15) working days of County's Project Director's receipt of the SDR, County's Project Director will approve, reject, or conditionally

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

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

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

DELIVERABLE 7.1:

7.1.1 Develop and deliver a functional description for each CPMR
7.1.2 Prepare System Design Report for each CPMR
7.1.3 Develop and deliver all object code and related documentation for the Custom Programming Modification and any other impacted Application Software, (2) all documentation and procedures necessary to maintain the System, including, but not limited to, compilation instruction/assembly instructions and generated listings for all interfaces to any interfacing systems, and (3) all data files and their record layouts for all interfaces to any interfacing system

Subtask 7.2 - Custom Programming Modification Development, Testing, Certification, Documentation and Installation

1. Contractor shall develop, test, certify readiness of, document, conduct system demonstration for County acceptance, and install for production use each Custom Programming Modification in accordance with the County-approved System Design Report.

2. At the sole option of County's Project Director, each Custom Programming Modification shall be subject to an Acceptance Test. RR/CC shall develop and use test scripts to test each basic functional

requirement. Each script shall identify the expected results of each function being tested and RR/CC will determine if the function is executing correctly.

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

DELIVERABLE 7.2:

7.2.1 Provide certification of completion of each requested Custom Programming Modification and Updated documentation for each requested Custom Programming Modification.

Subtask 7.3 - Custom Programming Modification Training Plan and Updated Training Materials

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

DELIVERABLE 7.3:

7.3.1 Additional training for each requested Custom Programming Modification.

PRICING SCHEDULE

ITEM DESCRIPTION	TOTAL COST*
Project Planning and Management	INCLUDED
System Software/Access License	$428,934.00
Third Party Software	$0
Set-up and Documentation	$49,700.00
Security	INCLUDED
Training	INCLUDED
Support and Maintenance Services Year 1	$64,340.00
SUBTOTAL	**$542,974.00**
Support and Maintenance Services Year 2	**$64,340.00**
Support and Maintenance Services Year 3	**$64,340.00**
Support and Maintenance Services Year 4	**$64,340.00**
Support and Maintenance Services Year 5	**$64,340.00**
Support and Maintenance Services Year 6	**$64,340.00**
Pool Dollars for Custom Programming Modifications	**$175,825.00**
Travel Expenses	**$14,450.00**
CONTRACT SUM	**$1,054,949**
Hourly Rate for Custom Programming Modification	**$150.00**

* Includes all applicable taxes

Item No.	SOW Deliverables	Title	Value %	Cost
1.0	**PROJECT PLANNING AND MANAGEMENT**			
	1.1.1	Delivery of the Pre-Implementation Plan	0%	
	1.1.2	Meet and review Pre-Implementation Plan	0%	
	1.2.1-1.2.3	Delivery of Project Plan • Work breakdown; • Task dependencies; • Resource list; • Gantt Chart; • Implementation process; • Data collection; • Loading procedures; • Test plan; • Milestones and completion dates	15%	$ 81,446
2.0	**TECHNICAL AND FUNCTIONAL REQUIREMENTS**			
	2.1	Contractor Certification and County Acceptance that all System components are functioning according to specifications.	36%	$ 195,471
3.0	**HOSTING AND SECURITY REQUIREMENTS**			
	3.1	Contractor Certification and County Acceptance that established infrastructure has been tested and meets requirements.	12%	$ 65,157
4.0	**SUPPORT AND MAINTENANCE**			
	4.1	Core Application Software updates and training	0%	
	*4.2.1	Provide 24/7 technical support services • Telephone support • Within required timeframe	5%	$ 27,149
	*4.3.1	Provide Status Reports	5%	$ 27,149
	4.4.1	Provide operation support services	5%	$ 27,149
5.0	**OPERATION TRAINING**			
	5.1.1	Provide System training classes	10%	$ 54,297
	5.1.2	Provide training to technical support	7%	$ 38,008
	5.1.3	Provide training to no less than required in the Agreement.	0%	
6.0	**DATA FILE EXPORT SPECIFICATIONS**			
	6.1	Provide certification of accuracy and successful import/upload of files	5%	$ 27,149
		Items 1.0 through 6.0 TOTAL:	**100%**	**$ 542,974**
7.0	**POST IMPLEMENTATION PROGRAMMING MODIFICATIONS**			
	7.1.1	Deliver description for each Custom Programming Modification Request (CPMR)	5%	-
	7.1.2	Prepare System Design Report for each CPMR	5%	-
	7.1.3	Develop and deliver all object for the CPMR	70%	-
	7.2.1	Provide certification on the use of each CPMR	5%	-
	7.3.1	Provide training plan for approved CPM requiring additional training.	15%	-
		Item 6.0 - Programming Modification TOTAL:	**100%**	**-**
	Value percentages in Section 7.0 are estimates. Each Custom Programming Modification requested and approved by County will be assessed and payment values determined on a case by case basis.			

*Tasks 4.2.1 and 4.3.1 to be payed out annually.

EXHIBIT C

~~REQUIRED FORMS - EXHIBIT 8~~

PROPOSER'S EEO CERTIFICATION

SOE Software Corporation
Company Name

1408 N. West Shore Blvd. Suite 400, Tampa, FL 33607
Address

82-0565032
Internal Revenue Service Employer Identification Number

GENERAL

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

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

Signature

11/13/07
Date

Marc J. Fratello, CEO
Name and Title of Signer (please print)

Exhibit D

COUNTY'S ADMINISTRATION

COUNTY PROJECT DIRECTOR:

Name: Michael Petrucello
Address: 12400 Imperial Highway
Norwalk, CA 90651
Telephone: (562) 462-2712

E-Mail Address: MPetrucello@rrcc.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Kai Ponte
Address: 12400 Imperial Highway
Norwalk, CA 90651
Telephone: (562) 462-2706

E-Mail Address: KPonte@rrcc.lacounty.gov

COUNTY PROJECT MONITOR:

Name: Denis Sarro
Address: 12400 Imperial Highway, Room 7211
Norwalk, CA 90651
Telephone: (562) 462-2654
E-Mail Address: DSarro@rrcc.lacounty.gov

Exhibit E

SOE SOFTWARE CORPORATION
CONTRACTOR'S NAME

CONTRACTOR'S PROJECT DIRECTOR:

Name:	Derek Williams
Title:	VP of Product Operations
Address:	1408 N. West Shore Boulevard, Ste. 400
	Tampa, FL 33607
Telephone:	(813) 490-7143
Facsimile:	(813) 490-7145
E-Mail Address:	dwilliams@soesoftware.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:	Marc J. Fratello
Title:	CEO
Address:	1408 N. West Shore Boulevard, Ste. 400
	Tampa, FL 33607
Telephone:	(813) 490-7140

Notices to Contractor shall be sent to the following address:

Name:	Derek Williams
Title:	VP of Product Operations
Address:	1408 N. West Shore Boulevard, Ste. 400
	Tampa, FL 33607
Telephone:	(813) 490-7143
Facsimile:	(813) 490-7145
E-Mail Address:	dwilliams@soesoftware.com

Exhibit F

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR NAME SOE Software Corporation Contract No.

GENERAL INFORAMTION:

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 ACKNOLEDGEMENT:

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

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

CONTRACTOR ACKNOLEDGEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: 12/26/07

PRINTED NAME: Marc J. Fratello

POSITION: CEO

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

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)

Exhibit H

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?
California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?
A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?
Parents who change their minds can begin the process of reclaiming their newborns 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?
In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?
No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?
No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?
The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?
Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story
At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

Exhibit I

IRS NOTICE 1015
(Obtain latest version from IRS website -
http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf)

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2004)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

What's New. Workers cannot claim the EIC if their 2004 investment income (such as interest and dividends) is over $2,650.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2004 are less than $35,458 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2005.

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

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2004 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2004 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2004 and owes no tax but is eligible for a credit of $791, he or she must file a 2004 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2005 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Cat. No. 20599I

Exhibit J

INVOICE DISCREPANCY REPORT

1. ISSUE:

Today's Date: _____

Contractor: _____

Phone Number: _____

Name: _____

Date of Subject Invoice: _____

Invoice Number of Subject Invoice: _____

Total Value of Subject Invoice: _____

Disputed Value of Subject Invoice: _____

Description of Disputed Charges:

_____

_____

_____

2. REVIEWED/SIGNED:

Signed: _____ Date: _____

County Project Director (CPD)

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

Date received from CPD: _____

Explanation regarding Disputed Charges:

_____

_____

_____

Corrective Action Taken:

_____

_____

_____

Signed: Date:

_____ _____

Contractor Project Director

Instructions: CPD : Forward IDR to the Contractor for investigation and response.
Contractor: Must respond to CPD in writing within ten (10) days of receipt of IDR.

EXHIBT K

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: SOE Software Corporation
CAGE CODE: 4VFB4 **NAICS CODE: 541511**

- ☑ As a business registered as 'Small' on the federal Central Contractor Registration (CCR) database, I request this Proposal/bid be considered for the Local SBE Preference.
- ☑ The NAICS Code shown corresponds to the services in this solicitation.
- ☑ Attached is my CCR certification page.

II. FIRM/ORGANIZATION INFORMATION:

The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Proprietorship Partnership Corporation Non-Profit Franchise
Other (Please Specify) _____

Total Number of Employees (including owners): **36**

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Assoc Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			1	1		1
Hispanic/Latino			1		2	1
Asian or Pacific Islander			1	2		4
American Indian						
Filipino						
White	4	2	3	3	4	6

III. PERCENTAGE OF OWNERSHIP IN FIRM:

Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	60%
Women	%	%	%	%	%	40%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION:

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
Marc J. Fratello	[signature]	CEO	12-26-07

Exhibit K

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: **SOE Software Corporation**

☑ I AM NOT

☐ I AM

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number : **13970401**

II. FIRM/ORGANIZATION INFORMATION:

The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Proprietorship Partnership **Corporation** Non-Profit Franchise
Other (Please Specify) _____

Total Number of Employees (including owners): 36

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Assoc Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			1	1		1
Hispanic/Latino			1		2	1
Asian or Pacific Islander			1	2		4
American Indian						
Filipino						
White	4	2	3	3	4	6

III. PERCENTAGE OF OWNERSHIP IN FIRM:

Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	60%
Women	%	%	%	%	%	40%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION:

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
Marc J. Fratello		CEO	12/26/07

EXHIBIT L

REQUIRED FORMS

EXHIBIT L
REQUIRED FORMS
TABLE OF CONTENTS

Form #

1 PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

2 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF RFP RESTRICTIONS

3 CERTIFICATION OF NO CONFLICT OF INTEREST

4 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERT

5 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

6 CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM - CERTIFICATION FORM & APPLICATION FOR EXCEPTION

~~REQUIRED FORMS - EXHIBIT 1~~

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name	State	Year Inc.
SOE Software Corporation	**Florida**	**2002**

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner:

N/A

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
N/A		

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? **NO** If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
NONE	

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

NONE

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

(list each minimum requirement stated in Paragraph 1.4)

Check the appropriate boxes:

X **Yes** **No** __ - **2** years experience, within the last **3** years

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

SOE Software Corporation

Address:

1408 N. West Shore Blvd. Ste. 400, Tampa, FL 33607

e-Mail address: **mfratello@soesoftware.com** Telephone number: **813-490-7140**

Fax number: **813-490-7145**

On behalf of **SOE Software Corporation** (Proposer's name), I **Marc J. Fratello, CEO** (Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

82-0565032
Internal Revenue Service
Employer Identification Number

CEO
Title

SC OHA 100-912369
California Business License Number

11/13/07
Date

13970401
County WebVen Number

EXHIBIT L
FORM 2

~~REQUIRED FORMS - EXHIBIT 14~~

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF RFP RESTRICTIONS

A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME	PHONE NUMBER
Marc Fratello	**813-490-7140**
Bruce Bennett	**813-490-7135**

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

NONE

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

SOE Software Corporation
Name of Firm

Marc J. Fratello
Print Name of Signer

CEO
Title

Signature

11/13/07
Date

EXHIBIT L
FORM 3

~~REQUIRED FORMS - EXHIBIT 5~~
CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:

   a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

   b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

SOE Software Corporation
Proposer Name

CEO
Proposer Official Title

W Frotte / CEO
Official's Signature

Cert. of No Conflict of Interest

EXHIBIT L
FORM 4

~~REQUIRED FORMS - EXHIBIT 6~~

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: 11/13/07

EXHIBIT L
FORM 5

~~REQUIRED FORMS - EXHIBIT 9~~

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by County) **X** NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

X YES _____NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO **X** N/A (Program not available)

Proposer Organization: **SOE Software Corporation**

Signature: _____

Print Name: **Marc J. Fratello**

Title: **CEO** Date: 11/13/07

Tel.#: **813-490-7140** Fax #: **813-490-7145**

EXHIBIT L
FORM 6

~~REQUIRED FORMS - EXHIBIT 10~~

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: **SOE Software Corp**		
Company Address: **1408 N West Shore Blvd Ste. 400**		
City: **Tampa**	State: **FL**	Zip Code: **33607**
Telephone Number: **(813) 490-7150**		
Solicitation For **#07-005** Services: **Election Task Management System**		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: **Marc J. Fratello**	Title: **CEO**
Signature: MJ Fratello	Date: 11/13/07

Exhibit M

LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK

CUSTOM PROGRAMMING MODIFICATION REQUEST

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

Date _____

Module _____

Requester's Name _____ **Phone:** _____

Contact Person _____

Modification Type

- ☐ Enhancement
- ☐ Design Clarification
- ☐ Other _____

Modification Description *(Attach other pages if necessary)*

Comments

Modification Approval

Project Director	*Signature*	*Date*
Project Manager	*Signature*	*Date*

Contractor Approval

Project Director	*Signature*	*Date*

EXHIBIT N

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

(Contractor Name and Address)	TRANSMITTAL DATE
TASK/DELIVERABLE ACCEPTANCE CERTIFICATE	CONTRACT NUMBER TITLE

FROM:	TO:
_____ Contractor's Project Director (Signature Required)	*County Project Director,* _____

Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement (including the Exhibits thereto) to the completion of the Tasks and delivery of the Deliverables set forth below, including (i) satisfaction of all completion criteria applicable to such Tasks and Deliverables, and (ii) County's approval of all Work performed in connection with such Tasks and Deliverables. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with Exhibit A (Statement of Work. County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.

TASK DESCRIPTION (including Task and Subtask numbers as set forth in the Statement of Work)	DELIVERABLES (including Deliverable numbers as set forth in the Statement of Work)

Comments:

Attached hereto is a copy of all supporting documentation required pursuant to the Agreement, Exhibit A (Statement of Work), including any additional documentation reasonably requested by County.

County Acceptance:

NAME _____ SIGNATURE _____ DATE _____
County's Project Director