Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

February 10, 2015

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

Dear Supervisors:

REQUEST TO APPROVE CONTRACT WITH ELECTION SYSTEMS & SOFTWARE, LLC FOR OUTGOING VOTE BY MAIL ELECTION MAILING SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The Registrar-Recorder/County Clerk (RR/CC) requests approval of a new contract with Election System and Software, LLC (ESS) for Outgoing Vote by Mail election mailing services (Contract Number 15-002) to assist with the preparation and delivery of Vote by Mail ballots to voters before an election.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the RR/CC, or his designee to execute a Contract with ESS for Outgoing Vote by Mail election mailing services, which is substantially similar to Attachment 1, effective March 1, 2015 through February 28, 2020 for a term of 5-years and a maximum contract amount of $7,833,235.

2. Delegate authority to the RR/CC, or his designee to prepare and execute future amendments to extend the Contract for two (2) one-year option terms and six (6) month-to-month options.

3. Authorize the RR/CC, or his designee to execute increases to the original contract amount and extension periods by no more than ten percent (10%) to accommodate unforeseen increases in Vote by Mail voter participation and Special Elections.

4. Delegate authority to the RR/CC, or his designee to terminate the contract for convenience.

5. Delegate authority to the RR/CC, or his designee to prepare and execute future amendments, with County Counsel approval, to reflect changes due to new legislation or County policy.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended Contract with ESS is to assist RR/CC election staff to provide rapid and accurate Vote By Mail election outgoing mailing services on a part-time or intermittent basis to prepare and send up to 1.5 million+ Vote by Mail ballots to voters prior to scheduled elections and on an as-needed basis for special elections. Scheduled elections include the Uniform District Election Law (UDEL), Primary and General Elections. Special Elections are unscheduled elections that are conducted on as-needed basis (Elections Code section 10002).

These outgoing election mailing services are required 78 days before the date of an election to election day and include: (1) manufacturing election specific envelopes; (2) providing inkjet equipment and Contract staff to print election information onto return Vote by Mail ballot envelopes; (3) Contract staff to operate two County-owned inserter machines (Bell & Howell Phillipsburg Mark II Series); and (4) other mailing services (i.e., presort, storage, verification, and transport of Vote by Mail ballot envelope packages to the U.S. Postal Service [USPS] to meet their specification).

In Los Angeles County, 1,467,621 (30%) voters are permanently issued a Vote by Mail ballot out of 4,880,868 total registered voters (as of 12/23/14). In addition the RR/CC also issues temporary, one-time Vote by Mail ballots to voters seeking a mail ballot for a single election only. According to the statistics on the Secretary of State website, in Los Angeles County, the total number of permanent Vote By Mail voters has increased for every election type since 1992. It is projected that the number of voters choosing to Vote by Mail will continue to rise.

The RR/CC is asking for delegated authority and flexibility to terminate this contract for convenience due to RR/CC's efforts to implement a brand new voting system which currently is being developed under the Voting Assessment Project (VSAP). This new voting system may require distinctly services and experience and RR/CC will need to make necessary changes to its operations accordingly.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

1. Operational Effectiveness/Fiscal Sustainability: Maximize the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

All federal and State (general, primary), and local elections are funded by Net County Cost (NCC) and are included in the Department's FY 2014-2015 budget. The total maximum Contract amount for the 5-year term is $7,833,235.

As part of the contract RR/CC may need to increase the original contract amount and extension periods by no more than ten percent ($783,323) to accommodate unforeseen increases in Vote by Mail voter participation and Special Elections.

The estimated total cost to extend this contract for the first option year is up to $1,465,029 and $1,691,867 for the second option year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Your Board is authorized to approve this contract pursuant to Government Code section 23004.

RR/CC has determined that this is not a Proposition A Contract because the services are provided on a part-time or intermittent basis, and therefore, provisions of the County's Living Wage Program do not apply.

Pursuant to the Elections Code, the Los Angeles County RR/CC is responsible and required to conduct federal, state and local elections and to ensure the availability of Vote by Mail ballots to voters for such elections (Elections Code section 3000 et seq.).

CONTRACTING PROCESS

From August 19, 2014 to September 26, 2014, Invitation for Bids (IFB) #14-001 for Outgoing Vote by Mail Election Mailing Services was publically posted on the Internal Services Department (ISD) contracting website. In an IFB solicitation, the lowest cost bid that meets the minimum requirements, and is responsive and responsible is recommended for a contract award. This IFB was sent to over 140 ISD registered vendors, and concurrently advertised and made available to members of the public on the ISD website. During the mandatory job walk through at RR/CC Headquarters on September 10, 2014, election and contract staff provided three vendors a tour of the Vote by Mail Election Operation.

At the close of the IFB, the RR/CC received two bids. ESS was the only bidder that met the mandatory minimum requirements and after further review, was determined to be responsive and responsible. On November 4, 2014 the RR/CC sent a letter to ESS outlining our intent to recommend them for contract award to your Board. On November 11, 2014, the RR/CC received a letter of intent from ESS to provide Outgoing Vote by Mail Election mailing services pending your Board’s approval.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

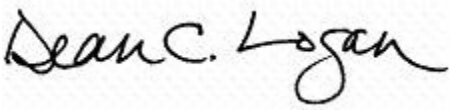
The new contract with ESS will assist the RR/CC to prepare send 1.5+ million Vote by Mail ballots to voters before an election.

CONCLUSION

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

Department of Registrar-Recorder/County Clerk
Finance and Management Division
12400 Imperial Highway, Suite 7201, Norwalk, CA 90650
Attention: Francisco E. Perez, Assistant Division Manager

Respectfully submitted,



DEAN C. LOGAN

Registrar-Recorder/County Clerk

DL:RF:fp

Enclosures

c: Chief Executive Office
Deputy CEO
Executive Office, Board of Supervisors
RR/CC Board Deputies
Chief Information Office
County Counsel

ATTACHMENT 1

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

ELECTION SYSTEMS & SOFTWARE, LLC

FOR

OUTGOING VOTE BY MAIL ELECTION MAILING SERVICES

#15-002

Prepared By
County of Los Angeles
Registrar-Recorder/County Clerk Contract's Section
12400 Imperial Highway Norwalk, CA 90650
www.lavote.net

CONTRACT FOR OUTGOING VOTE BY MAIL ELECTION MAILING SERVICES #15-002

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K Internal Revenue Service (IRS) Notice 1015

L Defaulted Property Tax Reduction Program

M Listing of Debarred Contractors

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
ELECTION SYSTEMS & SOFTWARE, LLC
FOR
OUTGOING VOTE BY MAIL ELECTION MAILING SERVICES

This Contract and Exhibits made and entered into this _____ day of March 2015 by and between the County of Los Angeles, hereinafter referred to as County and Election Systems & Software, LLC, hereinafter referred to as Contractor. Contractor is located at 11208 John Galt Blvd., Omaha, NE 68137

RECITALS

WHEREAS, the County may contract with private businesses for Outgoing Vote By Mail Election Mailing Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Outgoing Vote By Mail Election Mailing Services; and

WHEREAS, the Board of Supervisors has authorized the Registrar-Recorder/County Clerk pursuant to Government Code Sections 23005 and 31000.

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

1.0 APPLICABLE DOCUMENTS

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

giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1	EXHIBIT A -	Statement of Work
1.2	EXHIBIT B-	Pricing Schedule
1.3	EXHIBIT C-	Contract Discrepancy Report (CDR) & Performance Requirements Summary (PRS) Chart
1.4	EXHIBIT D -	Contractor's EEO Certification
1.5	EXHIBIT E -	County's Administration
1.6	EXHIBIT F -	Contractor's Administration
1.7	EXHIBIT G -	Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
1.8	EXHIBIT H -	Contractor Employee Jury Service Ordinance
1.9	EXHIBIT I -	Safely Surrendered Baby Law
1.10	EXHIBIT J -	Forms Required at Completion of Contracts Involving Intellectual Property Developed/Designed by the Contractor
1.11	EXHIBIT K-	IRS Notice 1015
1.12	EXHIBIT L-	Defaulted Property Tax Reduction Program
1.14	EXHIBIT M-	Listing of Debarred Contractors

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. Additional definitions can be found in the Exhibit A (Statement of Work). 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. **Contract/Agreement:** The entire Agreement executed between the County and Contractor include, but not limited to the terms and conditions, statement of work (SOW), appendices, exhibits, and attachments. The terms Contract and Agreement are used interchangeably.

2. **Board of Supervisors** is the governing body of the County of Los Angeles, a charter county. The five member Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract. They are also referred to as Board or BOS. Go to http://bos.co.la.ca.us/.

3. **Contractor:** The sole proprietor, partnership, limited liability company or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

4. **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

5. **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

6. **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

7. **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.

8. **Day(s):** Calendar day(s) unless otherwise specified.

9. **Deliverables:** The items identified in Exhibit A (Statement of Work) to be delivered or provided by CONTRACTOR to COUNTY under the terms of this Contract.

10. **Department:** Refers to the County of Los Angeles Department of Registrar/Recorder-County Clerk.

11. **Department Head:** Refers to the chief election official for the COUNTY.

12. **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

13. **Los Angeles County:** Also referred to as "County" or "LA County." As a subdivision of the State, the County is charged with providing numerous services that affect the lives of all residents, including law enforcement, property assessment, tax collection, public health protection, public social services, elections and flood control. See http://lacounty.gov/wps/portal/lac/home/

14. **Registrar-Recorder/County Clerk (RR/CC):** "RR/CC" is the Department of Registrar-Recorder/County Clerk of Los Angeles County. It refers to the chief election official for the COUNTY, and it also refers to maintenance of voter files, conducting federal, state, and local elections, and the verification of initiative, referendum and recall petitions. The RR/CC's mission is "Serving Los Angeles County by providing essential records management and election services in a fair, accessible and transparent manner." For more information, visit http://www.lavote.net/.

15. **Statement of Work (SOW):** A detailed statement of the agreed upon services to be delivered by Contractor.

3.0 WORK

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

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, or as mutually agreed upon by the parties in a change order or amendment to this Contract signed by both parties, 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.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be five (5) years commencing after execution by County's Board of Supervisors on _____, 2015 and shall expire on _____, 2020 unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the sole option to extend this Contract term for up to two (2) additional one-year periods and six (6) month-to- month extensions. Each such option and extension shall be exercised at the sole discretion of the RR/CC or his/her designee as authorized by the Board of Supervisors. The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.3 The Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to RR/CC at the address herein provided in Exhibit E (County's Administration).

5.0 CONTRACT SUM

5.1 The Maximum Amount of this Contract shall be $7,833,234 for the term of this Contract as set forth Paragraph 4.0 (Term of Contract), above. The total cost to extend this contract for the first option year may amount to $1,465,029 and $1,691,867 for the second option year.

5.2 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.

5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor must send written notification to RR/CC at the address herein provided in Exhibit E (County's Administration).

5.4 In addition to the provisions set forth in this Paragraph 5 (Contract Sum), RR/CC or his/her designee, or her designee, may increase the Contract Sum up to a maximum of 10 percent (10%) of the total Contract Sum ($783,323) over the Term of the Agreement, including any extensions thereof if exercised, to ensure the provision of Services.

5.5 **No Payment for Services Provided Following Expiration/ Termination of Contract**

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

5.6 **Invoices and Payments**

5.6.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing

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

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

5.6.3 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.

5.6.4 The Contractor shall submit the invoices to the County by the 15th calendar day of the month following the month services are provided.

5.6.5 All detailed, line-item invoices under this Contract shall be submitted in two (2) copies to the following address:

Registrar-Recorder/County Clerk
12400 Imperial Highway
Norwalk, CA 90650
Attention: Financial Services Section, Room 7211

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

5.6.7 **Local Small Business Enterprises (SBEs) – Prompt Payment Program** (*if applicable*)

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.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

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

6.1 County's Project Director

Responsibilities of the County's Project Director include:

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

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

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

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

6.3 County's Contract Project Monitor

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager(s)

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

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

7.1.3 Project Managers shall act as a central point of contact with the County.

7.1.4 Project Managers shall have four (4) years of experience within the last six (6) years providing outgoing mailing services in a jurisdiction with greater than 500,000 registered voters, preferably processing election mail. CONTRACTOR shall submit a copy of Project Managers resumes.

7.1.5 CONTRACTOR shall provide two full-time, on-site Project Managers, one located the RR/CC Headquarters during the entire inkjet and insertion process and another at the mailing house during the presort, mail verification, and transport of mail to the USPS. County must have access to the Project Managers during all hours, during an election. CONTRACTOR shall provide a telephone number and email where the Project Managers may be reached.

7.1.6 Project Manager(s) must have the authority to make decisions on all matters of the daily operation. Project Managers shall be able to effectively communicate, in English, both orally and in writing.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

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

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

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

7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an staff member's ID

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

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 (Background and Securities Investigations) shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies

concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

7.5.4 Contractor shall cause each staff member performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement," Exhibit G2-IT.

7.5.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement," Exhibit G3-IT.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the RR/CC or his/her designee.

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

8.1.3 The RR/CC or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution

of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

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

8.5.1 Within 30 calendar days after Contract effective date, the Contractor shall provide the County with the Contractor's

policy for receiving, investigating and responding to user complaints.

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

8.5.3 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.

8.5.4 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.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within one (1) business days of receiving the complaint.

8.5.6 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.

8.5.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAWS

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

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 (Compliance with Applicable Laws) shall be

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

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the 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.

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

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

that the Contractor continues to qualify for an exception to the Program.

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

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

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

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

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

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

8.11.3 An overview of GAIN and GROW is available online: at https://dpss.lacounty.gov/dpss/gain/overview.cfm and http://dpss.co.la.ca.us/dpss/grow/default.cfm

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the Los Angeles 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 contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all

existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

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

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

shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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.

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.

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO 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.

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

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 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 Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code (Section 1088.5), and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section (706.031) and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from

employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1 (Amendments), and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 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. For additional information, go to http://www.dol.gov/compliance/laws/comp-flsa.htm.

8.20 FORCE MAJEURE

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

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control

of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

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

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The

Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 (Confidentiality).

8.23 INDEMNIFICATION

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

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant

to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 **Evidence of Coverage and Notice to County**

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

- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to

obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

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

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

  County of Los Angeles
  Registrar-Recorder/County Clerk
  12400 Imperial Highway, Room 5115
  Norwalk, CA 90650
  Attention: Contract's Section

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

8.24.2 **Additional Insured Status and Scope of Coverage**

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

8.24.3 **Cancellation of or Change in Insurance**

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

8.24.4 **Failure to Maintain Insurance**

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

sums due to Contractor or pursue Contractor reimbursement.

8.24.5 **Insurer Financial Ratings**

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

8.24.6 **Contractor's Insurance Shall Be Primary**

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

8.24.7 **Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 **Sub-Contractor Insurance Coverage Requirements**

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

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

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's

payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 **Claims Made Coverage**

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

8.24.11 **Application of Excess Liability Coverage**

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

8.24.12 **Separation of Insureds**

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

8.24.13 **Alternative Risk Financing Programs**

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

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

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

8.25 INSURANCE COVERAGE

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01),

naming County and its Agents as an additional insured, with limits of not less than:

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

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

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

8.25.4 **Unique Insurance Coverage**

- **Professional Liability/Errors and Omissions**

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

- **Property Coverage**

  Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the RR/CC, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the RR/CC, 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 RR/CC, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the RR/CC, or his/her designee, determines that there are deficiencies in the performance of this Contract that the RR/CC, or his/her designee, deems are correctable by the Contractor over a certain time span, the RR/CC, 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 RR/CC, 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 five hundred Dollars ($500) per day per infraction, or as specified in the, as defined in Exhibit C (Contract

Discrepancy Report (CDR) & Performance Requirements Summary (PRS) Chart, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

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

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County, on a prospective basis for future purchases made by the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

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

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment

or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records, to the extent permitted by applicable law, during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination

laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

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

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the RR/CC, or designee shall resolve it.

8.32 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 (IRS) Notice 1015 (Exhibit K).

8.33 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 I (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

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

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code (Section 6250 et seq.) (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including,

without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

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

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles provided that the requirements of this sub-paragraph 8.37 (Publicity) shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy,

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

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 (Record Retention and Inspection/Audit Settlement) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference

shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

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

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor must email the County's Project Director and Manager provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 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.

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

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all insurance documents *before* any Subcontractor employee may perform any work hereunder to:

County of Los Angeles
Registrar-Recorder/County Clerk Contract's Section
12400 Imperial Highway, Room 5115
Norwalk, CA 90650
Attention: Cecille Asuncion, Contract Analyst

8.41 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 sub-paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to Los Angeles County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such

termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38 (Record Retention and Inspection/Audit Settlement).

8.43 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the

performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43 (Termination for Default), it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43 (Termination for Default), or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The County may, by written notice to the Contractor,

immediately terminate the right of the Contractor to proceedunder this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

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

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

8.45.2 The rights and remedies of the County provided in this sub-paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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 Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.48 VALIDITY

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

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 (Waiver) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

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

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

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206. See Exhibit L (Defaulted Property Tax Reduction Program) for more information.

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

Failure of Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.53 TIME OFF FOR VOTING

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 INTENTIONALLY OMITTED

9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

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

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

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

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

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

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

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

9.3 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

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

9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-paragraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.3.6 All the rights and obligations of this sub-paragraph 9.3 shall survive the expiration or termination of this Contract.

9.4 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

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

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

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or

- Modify the questioned equipment, part, or software so that it is free of claims.

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

9.6 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

9.6.2 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.

9.6.3 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.

9.6.4 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 the Los Angeles County Code Chapter 2.202 (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.

9.7 DATA DESTRUCTION

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

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

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

9.8 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

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

9.8.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

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

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

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

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

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

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and ISD 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.

CONTRACTOR: (_____)
Name

By _____
Name

_____
Title

COUNTY OF LOS ANGELES

By_____
Mayor Michael D. Antonovich, Board of Supervisors

ATTEST:

PATRICK OGAWA
Acting Executive Officer
of the Board of Supervisors

By_____

APPROVED AS TO FORM:

Mark J. Saladino
County Counsel

By_____
Vicki Kozikoujekian
Principal Deputy County Counsel

STATEMENT OF WORK

OUTGOING VOTE BY MAIL ELECTION MAILING SERVICES #15-002

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1.0 PURPOSE

The purpose is to prepare and send mail ballots, as part of the outgoing election mailing process on an intermittent basis to Vote by Mail (VBM) voters before an election. The services are necessary for all scheduled elections and, all on an as-needed basis, for special elections.

CONTRACTOR shall provide all of the following applicable services during the outgoing election mailing process: (1) materials (election specific envelopes); (2) inkjet equipment and staff to print election information onto return ballot envelopes;(3) staff to operate two County-owned inserter machines (Bell & Howell Phillipsburg Mark II Series); and (4) other mailing services (i.e., presort, storage, verification, and transport of VBM mail packages to the U.S. Postal Service [USPS]).

A portion of the services (#2 and #3 in the paragraphs above) must take place at the RR/CC's in-house mailing operation located at 12400 Imperial Highway Norwalk, CA 90650. The remaining services (#1 and #4 above) are to be provided offsite. Although the Contractor will have to physically report to RR/CC Headquarters up to 78 days before the date of an election through Election Day (#2 and #3 only), the RR/CC will begin planning and working with the Contractor up to 120 days before any election.

For a sample timeline of services, see Exhibit A, Attachment C (Sample Election Timeline)

2.0 BACKGROUND

RR/CC Overview

The Los Angeles County RR/CC is responsible for the registration of voters, maintenance of voter files, conduct of federal, state, local and special elections and the verification of initiatives, referendums and recall petitions. Each year, the RR/CC participates in approximately 200 elections for schools, cities and special districts and has nearly 5,000 voting precincts established for countywide elections. The RR/CC is responsible for sending VBM ballots to voters, and processing them when they are returned. For more information go to www.lavote.net

Vote By Mail Information

Registered voters can vote at the polls on Election Day or they can Vote By Mail. A permanent VBM voter will automatically receive a mail ballot on an ongoing basis for all elections they are eligible to vote. A voter also has the option of temporarily signing up for a mail ballot for a single election. VBM applications are processed by the RR/CC continuously up to Election Day (i.e., emergency VBM ballots).

Out of the 4,889,633 registered voters in Los Angeles County, 1,371,890 million voters permanently receive a ballot by mail (as of August 2014). Mail ballots can be sent to 1.4+ million registered voters in a major election.

3.0 STATEMENT OF WORK DEFINITIONS

1. **"Ballot" -** Used by a voter to cast their vote in an election. The RR/CC currently utilizes a 3 ¼" by 9" optical scan InkaVote paper ballot.

2. **"CASS" (Coding Accuracy Support System) -** United States Postal Service (USPS) uses this system to evaluate the accuracy of software that corrects and matches street addresses. The CASS software will correct and standardize addresses, add missing address information, such as ZIP codes, cities, and states, to ensure the address is complete. The CASS software will also performs delivery point validation to verify whether or not an address is a deliverable address and check against the USPS Locatable Address Conversion System to update addresses that have been renamed or renumbered.

3. **Contract/Agreement-** The entire Agreement executed between the County and Contractor include, but not limited to the terms and conditions, statement of work (SOW), appendices, exhibits, and attachments. The terms Contract and Agreement are used interchangeably.

4. **"DIMS" -** Refers to the RR/CC's Election Management System (EMS) which is a system that manages all voter registration information.

5. **"Election Plan" -** A plan completed by the CONTRACTOR that documents for each and every election as described in Task 2 (Submitting an Election Plan). The plan will be used as a management tool to ensure the successful completion of all Tasks and Deliverables, according to mandated and time sensitive time frames.

6. **"Declared Vote By Mail Voter"-** If an election precinct has 250 or less registered voters on the 88th day prior to an election, that precinct may be declared a "vote by mail ballot" precinct by the elections official due to the unavailability of voting locations and poll workers in small precincts. All voters in such designated precincts will automatically be sent a VBM ballot for that election.

7. **"E dates" (E- or E+) -** Refers to the number of days before the date of an election (E-) **OR** the numbers of day after an election (E+).

8. "**Elections" (i.e., Federal, Statewide, and local) -** A formal and organized process for electing a candidate.

9. **"Federal Election" -** Refers to the primary, general, or special election conducted to elect a President, Vice President, Member of the United States Senate or House of Representatives.

10. **"General Elections" -** Occurs in November of even numbered years (i.e., 2014, 2016, 2018, etc.).

11. **"Indicia" -** A design on the mail piece which indicates that the type of postage.

12. **"Insertion Materials" -** Refers to the materials inserted in the Outgoing Window Envelope. The materials include one of each of the following: ballot return envelope, official sample ballot booklet, instruction guide, ballot, ballot secrecy sleeve, and other election materials, if needed.

13. **"Interface"-** Refers to the point of interaction with software, or computer hardware, or with peripheral devices such as a computer monitor or a keyboard.

14. **"Local election" -** Refers to a municipal, county, or district election.

15. **"Mass File" -** Refers to all of Permanent VBM voters who have signed up for a mail ballot on a permanent basis. Also known as the Perm file.

16. **"Military or Overseas Voter" -** Refers to voter who is permanently or temporary residing out of the county for an election.

17. **"Permanent Vote By Mail Voter" (PVBM) -** Voters who have requested to receive a mail ballot for all election in which they are eligible to vote.

18. **"Precinct" -** Refers to an election district.

19. **"Primary Election" -** Occurs in June of even numbered years (i.e., 2014, 2016, 2018; etc.).

20. **"Presorting"-** Refers to mail sorted by zip codes for 3rd class, nonprofit mailing rate.

21. **"Registrar- Recorder/County Clerk" (RR/CC) -** The County of Los Angeles Department and staff responsible for the update and file maintenance of voter registration records an conduct of elections in Los Angeles County. https://www.lavote.net/. RR/CC Headquarters is located at 12400 Imperial Highway, Norwalk, CA 90650.

22. **"Return Ballot Envelopes" -** Envelopes containing voted VBM ballots submitted to Election Officials. Also may be referred to as Ballot Return Envelopes.

23. **"Sectional Center Facility" (SCF) -** A postal facility that serves as the processing and distribution center (P&DC) for Post Offices in a designated geographic area as defined by the first three digits of the ZIP Codes of those offices. Some SCFs serve more than one 3–digit ZIP Code range.

24. **"Scheduled Elections" -** Include the Uniform District Election Law (UDEL), Primary and General Elections. The UDEL Elections are scheduled in November of odd numbered years (i.e., 2015, 2017, 2019). The Primary

Elections are scheduled in June of even numbered years (2016, 2018). General Elections are scheduled in November of even numbered years (2016, 2018).

25. **"Special Election" -** An unscheduled election conducted as requested where the RR/CC is notified by the Board of Supervisors of the County or Governor, no later than 61 days before a Special Election as to the services the County is to provide (Elections Code 10002). Special Elections are elections conducted when called, on as-needed basis.

26. **"Statewide Election" -** An election held throughout the State.

27. **"Uniform District Election Law" (UDEL)** (also known as Local and Municipal Consolidated Election) - An election conducted in November of odd number years (i.e., 2013, 2015, 2017; etc.).

28. **"USPS" -** Refers to the United States Postal Service. For more information, visit https://www.usps.com/.

29. **"Vote By Mail"-** (also known as absentee voting or VBM) - Refers to when a voter, instead of voting at their polling location on Election Day, can request to receive and return a ballot by mail.

30. **"Voter Registration File"** (also known as Voter File) **-** Refers to a file of all voter registration records in Los Angeles County. The files will include a variety of voter types: permanent, declared, military, overseas, foreign language voters, etc.

31. **"Window Envelope"-** A type of envelope with a cut-out in an envelope to show the voter's address.

4.0 TASKS AND DELIVERABLES

CONTRACTOR is responsible for a total of twelve (12) Tasks in this Exhibit A (Statement of Work) for VBM Outgoing Election Mailing Services.

TASK 1- KICK-OFF MEETING

A mandatory kick-off meeting is required within thirty (30) days of the effective date of the Agreement. The meeting will be held at the RR/CC Headquarters located at 12400 Imperial Highway, Norwalk, CA 90650.

During the kick-off meeting, the RR/CC will provide an overview and tour of its in-house mailing operation, introduce CONTRACTOR to RR/CC staff, respond to questions/answers, and to discuss the Tasks, Deliverables and associated timeframes.

Task 1 Deliverable: An onsite Kick-off meeting to occur within 30 days of the Effective Date of the Agreement.

TASK 2- ELECTION PLANNING AND MANAGEMENT

SUBTASK 2.1: SUBMITTING AN ELECTION PLAN

CONTRACTOR will submit a comprehensive and detailed "Election Plan" for every election that must be approved by the RR/CC as described in Subtask 2.1 A through H below:

A. For every election, the RR/CC will email the CONTRACTOR a "Request for Election Plan" for services for scheduled elections and on an as-needed basis for special elections.

B. RR/CC will send the "Request for Election Plan:"
   1. Approximately 120 days before **(E-120)** the date of all scheduled elections.

   2. A minimum of 61 days before **(E-61)** the date of all special elections.

C. The following (#1-10) will be included in the RR/CC's "Request for Election Plan:"
   1. Name, date, and type of election;

   2. Start and end dates of services;

   3. CONTRACTOR Report Dates to RR/CC Headquarters
      i. Test equipment (inkjet and inserter machines).
      ii. Report date for inkjet and inserter services.

   4. Date Permanent Voter File will be given to CONTRACTOR;

   5. Estimated total number of mail ballots to be processed and mailed to voters:
      i. Estimated total number of mail ballots to be mailed for the election.
      ii. Estimated average daily total of mail ballots.
      iii. Estimated highest peak in a 24-hour processing day.

   6. Envelope order request;

   7. VBM category separations based on Los Angeles County Election Management System called the Data Information Management System (DIMS);

   8. Date to deliver "Mass file" of VBM packets to USPS;

   9. RR/CC's administrative, operational, and technical contact information; and

10. Election Plan Due Date.

D. Upon receiving the "Request for Election Plan," the CONTRACTOR shall submit an "Election Plan" (in Microsoft Word) to include, but not limited to the following information (1-10):

1. A proposed timeline (start and end dates) all eleven (11) tasks, subtasks, deliverables in the Statement of Work and a dates to test equipment (inkjet and inserter) and to provide services.

2. A proposed schedule of meetings with the RR/CC staff, USPS and Subcontractor(s), if applicable. Include the title and purpose of the meetings.

3. Information regarding onsite/offsite support staff that will be working during the election, including names, job titles, specific duties and responsibilities, proposed work schedule, contact information.

4. A list of proposed subcontractor(s) that will be use during the election and the specific services the subcontractor(s) will be providing, including the name of the company, address, website, main contact person (email and phone number). For more specific details of subcontracting requirements, refer to the Contract 8.40, Subcontracting.

5. A description of extracting the RR/CC's Voter File for inkjet printing. Including a preliminary processing time table with cutoff dates/times, software upgrades, patches or fixes, and any other files.

6. A validation that software has been upgraded with new codes for the different VBM categories.

7. A list of U.S Postal Service (USPS) Sectional Center Facilities where the assembled mail packets (i.e., Permanent Voter File) will be transported 29 days before **(E-29)** the date of an election or other date specified by the County.

8. A copy of the Quality Control Plan (QCP) to ensure a high level of uninterrupted service during the election. Refer to Paragraph 5.0 (Quality Control Plan) for more details.

9. A written cost estimate for envelopes and estimated delivery date(s).

10. Include a list and description of reports that will be given to the RR/CC on a daily basis to verify the production of work.

E. RR/CC will review the "Election Plan" and submit changes to CONTRACTOR in track changes within 48 hours of receipt, unless otherwise approved by the RR/CC.
F. CONTRACTOR shall review the changes requested by RR/CC and provide a revised draft within 48 hours, unless otherwise approved by the RR/CC.

G. RR/CC shall have final review and approval of the "Election Plan." RR/CC will monitor the CONTRACTOR's progress based on the approved plan.

H. The approved Election Plan may be updated and revised with RR/CC's review and final approval.

Subtask 2.1 Deliverable: An approved Election Plan for all elections upon receiving advanced notice from the RR/CC through the "Request for Election Plan."

SUBTASK 2.2: PROJECT MANAGEMENT

CONTRACTOR will provide project management as described in A through D below:

A. Contactor must provide two (2) Project Managers to work on-site at the RR/CC Headquarters in Los Angeles County. The RR/CC reserves the right to request for a new Project Manager, should operational performance not meet established expectations.

B. Manage project (activities and resources) and track project status.

C. Provide a daily Project Status Report in writing or through a conference call, as requested by the RR/CC. The report shall include daily processing totals, issues/concerns, and/or any proposed revisions to the Approved Election Plan.

D. Any delay in execution of any task that may materially or substantially delay legally mandated processing deadlines shall be immediately reported to the RR/CC's Project Director and Manager within 24 hours.

E. For more information go to Contract, Paragraph 6.0 (Administration of Contract-County)

<u>TASK 3- ENVELOPES</u>

CONTRACTOR shall be responsible for manufacturing envelopes, designing envelope layout and shipping the envelopes. The quantity of envelopes and types of envelopes to be ordered will vary from election to election depending on the total number of voters requesting a mail ballot. This process shall begin after the Election Plan is approved:

1. Approximately 120 days before **(E-120)** the date of all scheduled elections.

2. A minimum of 61 days before **(E-61)** the date of all special elections.

SUBTASK 3.1: Providing Envelopes

CONTRACTOR shall manufacture election specific envelopes approved by the RR/CC Project Manager and the USPS.

A. Upon receiving the order request in the "Request for Election Plan," the CONTRACTOR must provide RR/CC with a written cost estimate for designing and manufacturing envelopes. The cost estimate must be approved the RR/CC prior to production.

B. Prior to the manufacturing envelopes, CONTRACTOR must provide RR/CC with sample paper stock used to manufacturing the envelopes for RR/CC to test and approve prior to production.

Subtask 3.1 Deliverable: The CONTRACTOR will provide a written cost estimate and sample stock paper to the RR/CC for testing prior to production.

SUBTASK 3.2: Designing USPS Approved Envelopes

The CONTRACTOR is responsible for designing election specific envelopes.

A. CONTRACTOR will work with the RR/CC and USPS Mail piece Design Analysts (MDA) to design both the outgoing window envelopes and return ballot envelopes for each and every election, as design specifications are subject to change for each election. The design (artwork, election logo, layout, dimensions weight) must meet the USPS Standards. To view a sample, refer to Exhibit A, Attachment A (Sample Envelope Layout and Design Specifications).

B. CONTRACTOR shall provide RR/CC with a draft of the envelope layout design electronically for the outgoing window envelope and return ballot envelope, in both a pdf format and a hard copy (mailed or hand delivered). CONTRACTOR shall notify the RR/CC of any problems or delays in the design envelopes.

C. RR/CC will review the proposed envelope layout design for both the outgoing window envelope and return ballot envelope and submit changes to CONTRACTOR within 48 hours of receipt, unless otherwise approved by the RR/CC.

D. CONTRACTOR shall review the changes requested by RR/CC and provide a revised envelope design within 48 hours, unless otherwise approved by the RR/CC.

E. RR/CC shall have final review and approval of the envelope design and layout prior to production.

Subtask 3.2 Deliverable: The CONTRACTOR will design envelopes to RR/CC and USPS specifications.

SUBTASK 3.3: Delivery Due Dates

The envelopes will be shipped to the RR/CC's VBM Division located at 12400 Imperial Highway, Norwalk, CA 90650. CONTRACTOR shall provide RR/CC with the shipping company's information, tracking number for the delivery order and estimated date of delivery.

1. For scheduled elections, the envelopes must arrive no later than 81 days before **(E-81)** the date of a scheduled election, or as specified by the County.

2. For Special Elections, the envelopes must arrive within five (5) business days, from the date the order was placed.

3. Emergency/Rush Orders: Emergency/rush envelopes must arrive by the following day from the date the order was placed or as soon as possible. The CONTRACTOR shall provide the RR/CC with a cost estimate for review and written approval prior to shipping.

4. CONTRACTOR shall notify the RR/CC of any delays in the delivery of material (i.e., envelopes).

Subtask 3.3 Deliverable: The CONTRACTOR will deliver envelopes on or before the delivery due dates.

TASK 4- INKJET PRINTING

CONTRACTOR must provide inkjet equipment (including software and ink) and inkjet printing services at the RR/CC Headquarters located at 12400 Imperial Highway, Norwalk, CA 90650, as described in the timeline below.

SUBTASK 4.1: PROVIDING INKJET EQUIPMENT STAFF, INKJET EQUIPMENT AND SOFTWARE

A. PROVIDING INKJET EQUIPMENT

CONTRACTOR shall be responsible for:

1. Installing inkjet equipment (including software and ink) at the RR/CC Headquarters to print voter information onto the return ballot envelopes.

The equipment and software must be capable of printing a minimum of 7,000 return ballot envelopes per hour.

i. Contractor may store equipment at RR/CC whether an election is taking place or not.

2. Providing the ink required for the printing of return ballot envelopes for the term of the contract.

3. Providing the software to operate the inkjet machine.

4. Maintaining and repairing inkjet equipment.

B. PROVIDING INKJET EQUIPMENT STAFF

1. CONTRACTOR shall provide inkjet operators to operate the inkjet equipment, its software, and any associated peripheral equipment to print voter information onto the return ballot envelopes.

C. TESTING INKJET EQUIPMENT

CONTRACTOR must test inkjet equipment (including software) between **E-120 and E-78**, to ensure that the machine prints bar codes and voter data according to RR/CC and USPS requirements. CONTRACTOR will test for data integrity and review of print output and will notify the RR/CC of any delays in the printing of material (i.e., envelopes) prior to production.

1. RR/CC will provide CONTRACTOR with an electronic voter registration file (in an electronic media in a fixed field format) for printing testing purposes. Contractor shall notify the RR/CC of any delays in the extraction and processing of the file.

2. RR/CC will provide a total of twenty (20) envelopes for inkjet testing. CONTRACTOR shall pay for any additional envelopes used for printing.

3. CONTRACTOR <u>must</u> provide the Project Director and Project Manager with twenty (20) envelope samples of return ballot envelopes with the printed test data for review and approval of the format by the RR/CC.

D. INKJET SERVICES

1. Inkjet printing will begin <u>after</u> the RR/CC provides a final approval to begin inkjet services and after testing is completed.

2. After testing, CONTRACTOR shall communicate with the RR/CC's Project Director and/or Project Manager about services and staffing one week (7 days) before their report date to the RR/CC via e-mail.

3. Inkjet services will begin *up to* 78 days before the date of an election through Election Day **(E-78 until E-0)**, or other dates specified by the RR/CC in the Election Plan.

    i. **Initial Mass File:** Onsite Inkjet printing services of the mass file (permanent VBM Voters) may begin up to 78 days **(E-78)** before the date of an election.

    ii. **Daily File(s):** Inkjet printing services of the daily file(s) will begin on a daily basis from 29 days before an election up to Election Day **(E-29 to E-0)**. Inkjet printing must be completed within 24 hours from the time the RR/CC gives the file to the CONTRACTOR.

3. RR/CC will provide CONTRACTOR with envelopes for inkjet printing.

4. Upon completion of printing, CONTRACTOR shall organize envelopes into trays, according to designated groups, as instructed by the RR/CC in preparation for the inserting process.

5. . RR/CC will monitor and reserve the right to stop any or all operations if at any time it appears that specifications are not being met, and to hold up the operations until satisfied that the conditions are as specified. Any such stoppage will be resolved without undue delay so as to minimize the interruption of operations.

Task 4.1 Deliverable: CONTRACTOR will provide inkjet equipment staff, equipment, software and ink.

SUBTASK 4.2: EXTRACTING AND PROCESSING THE VOTER REGISTRATION FILE

CONTRACTOR will extract and process the County's electronic voter registration file which will be provided to the CONTRACTOR in an electronic media in a fixed field format. The information contains voter specific variable information for each registered voter in Los Angeles County. The data will be used to print barcode and voter specific data on the return ballot envelopes at the RR/CC Headquarters.

A. Initial Mass File: The RR/CC will provide the initial electronic voter registration file of Permanent VBM Voters by in accordance to the following time line:

    1. For the scheduled elections (UDEL, Primary and General Elections), the mass voter registration file may be sent to the CONTRACTOR up

to approximately 78 days **(E-78)** before the date of the election or as specified by the RR/CC.

2. For Special Elections, the initial mass file may be sent up to approximately 78 **(E-78)** before the date of an election, or as specified by the RR/CC.

3. For Military and Overseas Voters, the initial mass file will be provided to the CONTRACTOR at least 60 days **(E-60)** before the date of an election, unless specified by the RR/CC.

B. *Daily file(s):* The RR/CC will provide daily file(s) on a daily basis by 1:00 P.M. from 29 through 4 days (**E-29 to E-4)** before the date of an election.

C. CONTRACTOR will compare the extracted data from the mass/daily file(s) and verify the address information of each record against the USPS National Change of Address (NCOA) database. The purpose of this data comparison is to ensure that the voter's address is complete and correct.

1. Each time, a mass or daily file(s) is/are provided to the CONTRACTOR. CONTRACTOR shall provide the RR/CC (i.e., Project Director/Manager/ Monitor) with a report for review and resolution, consisting of records with addres s changes, undeliverable addresses, and duplicate addresses via e-mail in an Microsoft-excel and/or pdf format, as specified by the RR/CC.

2. RR/CC will identify and approve the records for printing and records which will require further research. RR/CC will research questionable records and provide the CONTRACTOR with an approved mass/daily file(s) for printing, as soon as the review is completed.

D. When the CONTRACTOR processes the mass/daily file(s), the CONTRACTOR must provide the RR/CC with an electronic report (i.e., pdf, Microsoft-Excel, or Microsoft word) and shall break down the VBM file quantity into designated categories (e.g., party, ballot group, language), etc. in a format as specified by the RR/CC. Upon processing of the VBM file, a complete list of categories will be provided by the RR/CC to the CONTRACTOR in the RR/CC designated format.

E. CONTRACTOR shall be responsible for immediately notifying the Project Director, Manager, and Monitor of all problems (hardware and software). CONTRACTOR shall ensure that any technical issues with inserter machines are addressed and repaired, even if it is after hours, or on weekends.

Task 4.2 Deliverable: Extract the mass/daily file(s) that will be used to print on the back of the return ballot envelopes.

SUBTASK 4.3: INKJET PRINTING SPECIFICATIONS ONTO RETURN BALLOT ENVELOPES

A. Variable data to be printed:

CONTRACTOR will print all variable data on the back of the return ballot envelope (unless otherwise specified) using CONTRACTOR-owned inkjet equipment and software. The name and address will be printed on the envelope so that the name and address will show through the window when it is inserted into the outer window envelope and must meet USPS automation addressing specifications (i.e., font size; location of printing name, and address on the envelope) regarding address printing (this includes OCR-Readable type styles). The name/address block will be printed in the following format, unless specified by the RR/CC. For an example, see Attachment A: Sample envelope layout and design specifications.

IMB Barcode
Voter Name
Address Line 1
Address Line 2
Address Line 3 (this will be the mailing address information, if different from the residence address)

B. Barcode Printing

1. The Intelligent Mail Barcode (IMB) is used by the RR/CC to track the transit and delivery of each VBM packet that is mailed through the USPS. CONTRACTOR shall print the IMB in designated area approved the USPS which is above the name/address block of the return ballot envelope. It will consist of the ZIP+4 code for the mailing address of the registered voter and must meet all of the USPS IMB barcode specifications for height, width, and pitch. After the ballot return envelope is inserted into the outgoing envelope, the barcode must show in the window of the outgoing envelope and pass the "shift test" in compliance with USPS Domestic Mail Manual (DMM) specifications.

2. The precinct serial ID is used by the RR/CC to identify the precinct serial ID which is assigned to the voter. CONTRACTOR shall print the precinct serial ID (4 digit number), at least 1/8" from all edges in the lower right hand side of the return envelope just below the address block in a POSTNET barcode format that meets the USPS specifications for height, width, and pitch. After the ballot return envelope is inserted into the outgoing envelope, the barcode must show in the window of the outgoing envelope and pass the "shift test" in compliance with USPS DMM specifications.

3. The VBM ID (unique for each voter) is used by the RR/CC to identify the voter. CONTRACTOR shall print the VBM ID (6-9 digit number), at least 1/8" from

all edges in the lower left hand side of the return envelope in a POSTNET barcode format that meets the USPS specifications for height, width, and pitch. After the ballot return envelope is inserted into the outgoing envelope, the barcode must show in the window of the outgoing envelope and pass the "shift test" in compliance with USPS DMM specifications.

C. Printing format

1. CONTRACTOR shall print variable alphanumeric data in the following format, using an "Arial" font, size "10." For each of the categories in the chart below, any symbol, letter, or space is counted in the maximum space available for printing data. For example, there is a total of 11 spaces used in: "RR/CC 90650."

Field Description of Categories	**Maximum space available for printing data**
Job Number	4
Job Sequence	4
Election Date	10
Election ID	3
Voting Precinct	8
Language	1
Ballot Group	3
Type of Voter	7
Cassette - Frame	9
IMB	31
Voter Name	74
Mailing Address: Care of	40
Mailing Address: Street	40
Mailing City	40
Mailing State	2
Mailing Zip Code	5
VBM ID	9
VBM ID 3 of 9 barcode	9
Precinct Serial ID	4
Precinct Serial ID 3 of 9 barcode	6

Task 4.3 Deliverable: CONTRACTOR will provide inkjet printing in accordance to printing specifications.

TASK 5- INSERTING SERVICES

The CONTRACTOR will provide staff to operate two (2) RR/CC-owned Bell & Howell Phillipsburg Mark II Series Inserters to insert election materials or other materials into an outgoing window envelope or another type of envelope, as specified by the County at the RR/CC Headquarters located at 12400 Imperial Highway, Norwalk, CA 90650.

SUBTASK 5.1: PROVIDING INSERTER EQUIPMENT STAFF AND SERVICES

A. PROVIDING INSERTER STAFF

1. The CONTRACTOR supplied personnel shall operate the two (2) RR/CC owned inserter machines. If needed, the CONTRACTOR shall provide additional inserter machine operators and arrange for the availability of standby inserter machine operators.

2. CONTRACTOR shall be responsible for acquiring the training needed to operate the County owned inserter(s) equipment at their own expense.

B. TESTING INSERTER EQUIPMENT

1. CONTRACTOR must test inserter equipment (including software) between 120 days through 78 days **(E-120 and E-78)** before the date of an election using a designated test file or prior election file to ensure machine is functioning properly and notify the RR/CC of any delays in the inserting of envelopes prior to designated date of production, or a date mutually agreed upon with the County.

2. For the testing of inserter equipment, County will provide election materials (i.e., ballot, instructions, etc.) required for the insertion of up to twenty (20) complete VBM packages. CONTRACTOR must use the samples of return ballot envelopes printed as described in Subtask 4.1 C.

3. CONTRACTOR shall ensure the hardware's and application software's are working properly, including but not be limited to: sound data integrity checks and review of final inserted VBM package.

4. CONTRACTOR shall provide samples of completed VBM packages to the Project Director and Project Manager for review and testing according to USPS standards. If corrections are required, County shall notify CONTRACTOR with any corrections that may need to be fixed. CONTRACTOR will make corrections and then provide the County with another set of twenty (20) complete VBM packages for testing and approval.

C. INSERTER SERVICES

1. CONTRACTOR may begin inserting services only after Project Director and/or Project Manager's final approval to begin inserter services and after testing is completed.

2. The inserting services will begin up to 78 days before the date of an election through Election Day **(E-78 until E-0)**, as specified by the RR/CC in the Election Plan.

    i. **Initial Mass file:** Onsite inserting services of the mass file (permanent VBM Voters) may begin up to 78 days **(E-78)** before the date of an election.

    ii. **Daily file(s):** Daily file(s): inserting services of the daily file(s) will begin on a daily basis from 29 days before an election up to Election Day **(E-29 to E-0)**. Inserting must be completed within 24 hours from the time the RR/CC gives the file to the CONTRACTOR.

3. RR/CC staff will prepare and provide election materials to be inserted by the CONTRACTOR into the outgoing window envelope and assist the CONTRACTOR with the staging of election materials. CONTRACTOR shall implement quality control measures to ensure that they have the correct quantity and types of election material for insertion.

4. CONTRACTOR shall notify the RR/CC of any shortage of VBM inserting material (i.e., envelope, VBM instruction, secrecy sleeve, official ballot card, and/or official sample ballot booklet).

5. CONTRACTOR will be only providing inserting services for Permanent VBM voters and Declared VBM voters in English. CONTRACTOR will NOT be responsible for providing inserting service Military, Overseas, and foreign language VBM packets as well as any ballot groups with less than 15 voters.

6. CONTRACTOR will insert the following types of materials into the window envelopes as specified by the RR/CC.

    a) *Return ballot envelopes:* The envelopes that have been inkjet printed with bar codes and variable voter information shall be inserted into the outgoing envelope so that the printed information shows through the clear window of the outgoing window envelope in accordance with USPS guidelines.

    b) *Optical scan InkaVote Card Ballots* (3 ¼" by 9"). County shall provide ballots to the CONTRACTOR for insertion into the outgoing window envelopes.

c) Ballots will contain information such as precincts, ballot groups and/or political parties which must matched the printed return ballot envelopes.

d) Secrecy sleeves (3 ¼" by 9"). County shall provide secrecy sleeves to the CONTRACTOR for insertion into the outgoing window envelopes.

e) VBM instructions and/or Sample Ballot booklet (5 ½" x 8 ½"). County shall provide VBM instructions and/or Sample Ballot booklet to the CONTRACTOR for insertion into the outgoing window envelopes.
Note: The Election materials to be inserted may vary from election to election and may include more or less materials depending on the election.

7. On completion of the insertion of election materials into the outgoing envelope, the outgoing window will be sealed and be referred to as the VBM ballot package.

8. Spoiled election materials: Any materials spoiled or otherwise rendered unusable during the insertion process must be tracked in a daily report (i.e., pdf, Microsoft Excel, Microsoft Word) by the CONTRACTOR and given to the RR/CC staff at the end of each day. County shall not be responsible for the cost of spoiled material. CONTRACTOR shall reimburse County for all spoiled material resulting from the operation.

9. RR/CC will monitor and reserve the right to stop the operations at any time. Issues must be addressed within 24 hours to minimize interruptions. See Exhibit C (Contract Discrepancy Report (CDR) & Performance Requirement Summary (PRS) Chart).

10. CONTRACTOR shall be responsible for immediately notifying the Project Director, Manager, and Monitor of all problems (hardware and software). CONTRACTOR shall ensure that any technical issues with inserter machines are addressed and repaired, even if it is after hours, or on weekends.

11. In the event, additional inserter(s) are required to ensure uninterrupted service for the County's operation the CONTRACTOR may offer the County options for leasing additional inserter equipment.

Task 5.1 Deliverable: Provide staff to insert election materials into window envelopes using RR/CC inserter machines.

TASK 6- PRESORTING SERVICES FOR VBM BALLOT PACKAGES

The CONTRACTOR will provide presorting services for the completed VBM Ballot Packages.

A. Mass file: The RR/CC will transport the completed VBM Ballot Packages to a mailing house (presort facility) to be presorted by zip code for 3rd class mailing and postage savings. Presorting services may occur up to 57 days through 30 days before the date of an election **(E-57 to E-30)**, as designated by the RR/CC.

B. CONTRACTOR shall work with the RR/CC staff to ensure that the Presort facility begins to sort the VBM packets within two (2) hours of receipt of delivery to the facility.

C. CONTRACTOR will presort completed "mass file" VBM Ballot Packages, and place them in mailer trays to accommodate postal processing delivery and obtain the lowest available postage rate.

D. Presorting services required by the CONTRACTOR shall end 29 days before an election **(E-29)**. At this point, the RR/CC will mail the VBM Ballot Packages at a 1st class rate. However, if needed, the RR/CC has the option to request CONTRACTOR to provide presorting services between 29 days before the date of an election through Election Day **(E-29 to E-0),** as designated by the RR/CC.

E. RR/CC will use an indicia printed on the VBM Ballot package as a postage stamp for the mailing of VBM Ballot packages. Therefore, CONTRACTOR shall not be responsible for applying any postage stamp (metering) on VBM Ballot packages.

F. If there are any changes in the presorting services, the CONTRACTOR shall immediately notify the RR/CC at least 30 days prior to the initial date for sorting VBM packets.

Task 6 Deliverable: CONTRACTOR will provide presorting of all completed VBM Ballot Packages.

TASK 7- STORAGE OF COMPLETED VBM BALLOT PACKAGES

A. The CONTRACTOR shall be required to provide a secure storage area to temporarily store *up to* 2 million completed VBM Ballot Packages (of permanent VBM voters) after presorting is completed up to 57 days to 30 days **(E-57 to E-30)** before the date of an election, unless otherwise specified by the RR/CC.

   1. Storage of completed VBM Ballot Packages is not required for "daily files(s)" that are produced between E-29 to E-4. The daily file(s) will be processed by the RR/CC, unless specified by the County.

B. The CONTRACTOR shall provide the RR/CC the ability to access, monitor, track, and secure the mail and mail operation via a camera and security system.

C. The CONTRACTOR will provide County with a list of all employees authorized to have access to assembled mail packets and secure areas. Only personnel authorized by the County may access this storage area.

D. Contractor shall notify the RR/CC of any changes in storage services facility at least 30 days prior to the date of storage.

Task 7 Deliverable: CONTRACTOR will provide store all completed "mass file" VBM Ballot Packages.

TASK 8- MAIL VERIFICATION SERVICES FOR VBM BALLOT PACKAGES

The CONTRACTOR will provide mail verification services for the completed VBM Ballot Packages according USPS standards (i.e., address layout, weight and size of package) with local USPS representatives at the mailing house by E-29.

A. The CONTRACTOR will be required to contact the USPS and set an appointment for the mail verification of VBM Ballot Packages on-site at the mailing house where presorting services are provided prior to delivery of VBM mail to the USPS Sectional Center Facilities in preparation for mailing, as designated by the County.

   Task 8 Deliverable: CONTRACTOR will provide mail verification all completed "mass file" VBM Ballot Packages.

TASK 9- TRANSPORT OF MASS FILE TO U.S. POSTAL SERVICE

A. The CONTRACTOR will be required to contact the USPS and set an appointment for the mail delivery of VBM Ballot Packages to designated USPS Sectional Center Facilities. See Attachment B - List of USPS Sectional Center Facilities (SCF).

B. The mailing of the "mass file" must begin 29 days **(E-29)** before the date of an election. The CONTRACTOR shall be required to contact the company required to transport and deliver **all** completed "mass file" VBM Ballot Packages to the USPS SCF by **12:00 p.m.** on E-29, in order to meet statutory requirements for the delivery of mail ballots to voters (Nonprofit or Third Class Mail).

C. The CONTRACTOR shall transport and load completed VBM Ballot packages beginning as early as 12:00 a.m. on E-29, from the storage area of the mailing house into delivery trucks designated to transport the VBM Ballot packages to the USPS to ensure that **all** completed "mass file" VBM Ballot Packages are delivered to the USPS Sectional Center Facilities by **12:00 p.m.** on E-29.

D. County staff will secure the delivery truck's door with a lock and follow the delivery truck to the designated USPS SCF.

E. Once the delivery truck driver arrives at the USPS SCF, the County staff will unlock the delivery truck's door for the delivery truck driver to unload the VBM Ballot packages off the truck. Representatives at the USPS SCF will confirm and provide a receipt that they've received VBM Ballot packages.

F. Transporting services required by the CONTRACTOR shall end 29 days before an election. At this point, the RR/CC will mail the VBM Ballot Packages at a 1st class rate. However, if needed, the RR/CC has the option to request CONTRACTOR to provide transporting services between 29 days before the date of an election through Election Day **(E-29 to E-0),** as designated by the RR/CC.

G. Contractor shall notify the RR/CC of any changes of transport services at least 30 days prior to the date of transport.

Task 9 Deliverable: CONTRACTOR shall transport mass file to the USPS on E-29.

TASK 10- CRITIQUE SESSION

A. On the last day services are provided, the RR/CC will schedule a Critique session to discuss the election, production levels, and issues/concern and suggestions/recommendations to enhance the current process.

Task 10 Deliverable: Participate in the Critique Session.

TASK 11- REPORTS AND RECORDS

The CONTRACTOR is responsible for providing various daily production reports as specified by the RR/CC including the exception report, upload summary report, envelope print log, file delivery log, daily envelope spoilage report; daily presorting production reports (by zip code, quantity, and number of pallets). A sample of requested reports will be discussed during the Kick-Off Meeting.

Deliverable 11: CONTRACTOR provides various reports as specified by the RR/CC.

TASK 12- RR/CC TECHNICAL SYSTEMS AND INTERFACE REQUIREMENTS

The RR/CC currently operates a Microsoft Windows 2012 domain server environment using TCP/IP and Ethernet as the primary network protocol. The RR/CC utilizes software from Microsoft, including Microsoft Office, Microsoft Project, Microsoft Visio, Microsoft Windows XP, Vista, & Windows 7 for desktops, Microsoft Windows Server 2003 and 2012 for servers, and Microsoft SQL Server 2008 and 2012 for database applications. The RR/CC reserves the right to upgrade to the most current version of Microsoft software listed above and shall notify

CONTRACTOR of planned upgrades six months from commencement of such upgrades.

Any custom software and associated hardware software drivers identified by CONTRACTOR as not compatible with any planned upgrades shall be modified at CONTRACTOR'S expense in order to become compatible. CONTRACTOR shall provide all Deliverables and other work hereunder so as to remain compatible with RR/CC's existing IT infrastructure. Since the VBM processing interfaces with the RR/CC's election management system, the CONTRACTOR will be required to work with the RR/CC to create the necessary interface, if required.

5.0 QUALITY CONTROL PLAN

The CONTRACTOR must establish and utilize a comprehensive Quality Control Plan (QCP) along with the Election Plan to assure the County a consistently high level of service throughout the term of the Contract. Changes to the QCP can be suggested for RR/CC's review and approval. Upon approval of changes, CONTRACTOR shall update the QCP and resubmit the plan to the County Contract Project Manager. The plan shall include, but may not be limited to the following:

5.1 An inspection system covering all services listed in Exhibit C (Contract Discrepancy Report (CDR) & Performance Requirements Summary Chart) of the Agreement. It must specify the activities to be inspected on both a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.

5.2 A record of all inspections conducted by the CONTRACTOR, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.

5.3 A method of ensuring uninterrupted service to RR/CC in the event of a strike of the CONTRACTOR's employees or any other unusual occurrence which would result in the CONTRACTOR being unable to perform the contracted work.

6.0 QUALITY ASSURANCE PLAN

The County will evaluate the CONTRACTOR's performance under this Contract using the quality assurance procedures as defined in Paragraph 8 (Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan) of this Contract.

6.1 Meetings

A. Initial Meeting for each election

At least a week (7 days) prior to CONTRACTOR's arrival at the RR/CC for the inkjet printing and inserting services, CONTRACTOR must schedule a meeting in person with RR/CC to review election schedule. Upon CONTRACTOR's

arrival at the RR/CC, CONTRACTOR shall meet with Project Director, Project Manager, Project Monitor and staff.

B. Scheduled Meetings for each election

CONTRACTOR shall also be required to attend scheduled onsite meetings at the RR/CC's Headquarters during the Election, at least twice a week to discuss the status of the operation, unless specified by the County. During this meeting, CONTRACTOR shall provide the County a status of the services that have been provided along with any concerns. CONTRACTOR's failure to attend scheduled meeting with the County will cause an assessment of five hundred dollars ($500), unless the CONTRACTOR notifies the Project Director, Manager, and Monitor at least 24 hours prior to schedule meeting. Upon advance approval by the County, CONTRACTOR may attend the meeting via conference call.

6.2 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the Contract Project Manager as soon as possible whenever a Contract discrepancy is identified.

The County Contract Project Manager will determine whether a formal Contract Discrepancy Report & Performance Requirements Summary (PRS) Chart (Exhibit C) shall be issued. Upon receipt of this document, the CONTRACTOR is required to respond in writing to the County Contract Project Manager within 4 hours, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Manager within 1 workday. The problem shall be resolved as soon as possible or within fifteen (15) business days or a time period mutually agreed upon by the County and the CONTRACTOR.

6.3 County Observations

In addition to RR/CC contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time. However, these personnel may not unreasonably interfere with the CONTRACTOR's performance.

7.0 RESPONSIBILITIES

<u>COUNTY</u>

The County's and the CONTRACTOR's responsibilities are as follows:

7.1 Personnel

The County will administer this Contract in accordance with Paragraph 6.0 (Administration of Contract - County) of the agreement/contract. Specific duties will include:

7.1.1 Monitoring the CONTRACTOR's performance in the daily operation of this Contract.

7.1.2 Providing direction to the CONTRACTOR in areas relating to policy, information and procedural requirements.

7.1.3 Preparing Amendments to the Contract in accordance with Paragraph 8.0 (Standard Terms and Conditions, Sub-paragraph 8.1 Amendments) of the agreement/contract?.

7.2 Furnished Items

The County will provide only the items specified herein:

7.2.1 Voter records from the daily file(s) and mass file(s) of the voter registration system.

7.2.2 Twenty (20) return ballots envelopes to test the inkjet equipment

7.2.3. Twenty (20) sets of test election materials (i.e., return ballot envelopes, outgoing window envelopes, secrecy sleeve, VBM instructions, official ballot card)

7.2.4 Two Bell & Howell Inkjet Inserter machines.

7.2.5 Office space only; CONTRACTOR must provide their own computers, printers, and other office or administrative and related items to successfully support the Election.

<u>CONTRACTOR</u>

7.3 Project Managers

7.3.1 CONTRACTOR shall provide two full-time, on-site Project Managers, one located the RR/CC Headquarters during the entire inkjet and insertion process and another at the mailing house during the presort, mail verification, and transport of mail to the USPS. County must have access to the Project Managers during all hours, during an election. CONTRACTOR shall provide a telephone number and e-mail where the Project Managers may be reached.

7.3.2 Project Managers shall act as a central point of contact with the County.

7.3.3 Project Managers shall have four (4) years of experience within the last six (6) years providing outgoing mailing services in a jurisdiction with greater than 500,000 registered voters, preferably processing election mail. CONTRACTOR shall submit a copy of Project Managers resumes.

7.3.4 Project Managers must have the authority to make decisions on all matters of the daily operation. Project Managers shall be able to effectively communicate, in English, both orally and in writing.

7.3.5 Contractor shall notify the RR/CC within 24 hours in writing of any change in name, address, phone number, and e-mail of the Project Manager(s).

7.4 Personnel

7.4.1 CONTRACTOR shall assign a sufficient number of employees to perform the required work within the required timeframes as specified in this SOW.

7.4.2 CONTRACTOR shall be required to do a background check on their employees as set forth in sub-paragraph 7.4 of the Contract. (Background & Security Investigations), at their own expense. CONTRACTOR shall provide the County with proof from the Department of Justice (DOJ).

7.4.3 CONTRACTOR shall notify the RR/CC within 24 hours in writing of any change in name, address, phone number, and e-mail of the supporting staff, including subcontractor(s).

7.4.4 CONTRACTOR shall provide resumes for all staff.

7.5 Identification Badges/Key Card

7.5.1 CONTRACTOR shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.3 (CONTRACTOR's Staff Identification) of the Contract at all times at County premises. County will provide CONTRACTORs staff with ID badge and key card which must be returned to the County when services are completed.

7.6 Materials and Equipment

7.6.1 CONTRACTOR shall use materials and equipment (i.e., Inkjet) that are safe for the environment and use by the employee. CONTRACTOR shall comply with the Injury & Illness Prevention Program (IIPP) as set forth in Paragraph 8.50 (Injury & Illness Prevention Program) of the Contract.

7.7 Training

7.7.1 CONTRACTOR shall provide training programs and continued in-service training for all employees.

7.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

7.8 CONTRACTOR's Office

CONTRACTOR shall maintain an office within 75 miles of the RR/CC Headquarters and available for the RR/CC to contact and address issues of concern. When the office is closed, an answering service shall be provided to receive calls. **The CONTRACTOR shall respond to calls received within 1 hour.**

Contractor shall notify the RR/CC in writing within 24 hours of any change in the address or phone number of Contractor's and subcontractor's office.

8.0 HOURS/DAY OF WORK

The County's normal working hours are between 8:00 a.m. to 5:00 p.m. and/or work until County designated working time, within a 24 hour period. However, during critical election periods, CONTRACTOR may be required to work overtime, including evenings, weekends and holidays. Weekend and Holiday hours may be greater than 8 hours to meet County's required processing deadlines.

9.0 WORK SCHEDULES

9.1 The CONTRACTOR shall report to RR/CC Headquarters between E-120 and E-78, before Election Day to test voter registration file, inkjet and inserter equipment, and begin full production on-site up to 78 through Election Day **(E-78 to E-0)**, or as specified by the County. CONTRACTOR staff will provide services at RR/CC Headquarters, unless otherwise specified, and shall be ready to support County staff, if applicable, in performing tasks identified in this SOW.

9.2 CONTRACTOR shall submit for review and approval a work schedule prior to starting. The schedule shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

9.3 County will discuss the work schedule, including potential overtime schedule with the CONTRACTOR when they arrive at the RR/CC Headquarters, and on an as needed basis by the operation to ensure uninterrupted service to the operation. If a revision in the work schedule is required, CONTRACTOR shall

submit revised schedule within 24 hours, to the County Project Manager for review and approval.

9.4 Contractor shall provide on-site support within eight (8) hours from the time a service call is placed.

UNSCHEDULED WORK

9.5 All work must be approved by the RR/CC. Prior to performing any unscheduled work, the CONTRACTOR shall prepare and submit a written description of the work with an estimate of labor and material costs. If the unscheduled work exceeds the CONTRACTOR's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization. Contractor shall provide on-site support for emergency calls within four (4) hours from the time the service call is placed.

10.0 SPECIFIC WORK REQUIREMENTS

CONTRACTOR shall be responsible for all tasks and deliverables, as specified below:

A. CONTRACTOR shall provide the RR/CC with an Election Plan and production schedule within 48 hours, upon receipt of RR/CC's Request for an Election Plan for the County to plan and execute election tasks according to mandated guidelines.

B. CONTRACTOR shall provide the RR/CC by the end of the day, with a daily status about the operation, including tasks either with a hard copy document, e-mail, and/or in person for the County to plan and execute election tasks according to mandated guidelines.

C. CONTRACTOR shall work with the RR/CC's, USPS local Mail piece Design Analyst (MDA) and RR/CC staff to test and ensure that the paper used to produce the outgoing and return ballot envelopes and the design of the outgoing envelope and return ballot envelope (i.e., artwork, election logo, layout, dimensions weight) satisfies USPS standards. CONTRACTOR shall meet the required task above to enable the RR/CC to mail VBM ballots by mandated timeframe.

D. CONTRACTOR shall work with the RR/CC's local MDA and RR/CC staff to test and ensure that the printed voter data on the return ballot envelope is printed according to printing specifications set forth in subtask 4.4 and complies with USPS standards, including the testing of the envelope's IMB using the USPS Mail Evaluation Readability Lookup Instrument (Merlin). CONTRACTOR shall meet the required task above to enable the RR/CC to mail VBM ballots by mandated timeframe.

E. CONTRACTOR shall provide outgoing and return ballot envelopes by established delivery date.

F. CONTRACTOR shall ensure that each line item listed on the invoice is accurate, including the tax.

G. CONTRACTOR shall ensure that the RR/CC is notified in writing of any changes in address, phone number, and e-mail contact of Contract Manager(s), supporting staff, and subcontractor(s) for the County to accomplish tasks within mandated timeframe. CONTRACTOR and subcontractor staff must sign a confidentiality form.

H. CONTRACTOR shall process VBM extraction file(s) upon receipt from the RR/CC, and provide envelopes inkjet with voter data to the RR/CC on a flow basis within 72 hours of receiving the mass extraction file and within 24 hours of receiving the daily extraction files. CONTRACTOR shall meet the required task above in order for the County to mail VBM ballots by mandated timeframe.

I. CONTRACTOR shall use the NCOA file generated by the USPS to determine whether a voter's address has changed. CONTRACTOR shall provide the RR/CC with a list of questionable and incorrect addresses for resolution.

J. CONTRACTOR shall notify the RR/CC if there is a shortage in material required for inserting VBM packets (i.e., envelope, VBM instruction, secrecy sleeve, official ballot, and/or official sample ballot booklet).

K. CONTRACTOR shall notify the RR/CC of any changes in presort, storage and transport, and mail services.

L. Contract shall provide daily reports to the RR/CC by the end of the day.

M. CONTRACTOR shall ensure that any technical issues with inserter machines or inkjet machine are addressed within two (2) hours, whether during business hours (8:00 a.m. – 5:00 p.m.), after hours, or on weekends.

N. CONTRACTOR shall work with the RR/CC staff to ensure that the Presort facility begins to sort the VBM packets within two (2) hours of receipt from the County.

O. CONTRACTOR shall not be responsible for name/address errors or inaccuracies in the RR/CC's data provided to the CONTRACTOR, even when the data has been compared to the NCOA file.

11.0 GREEN INITIATIVES

11.1 CONTRACTOR shall make reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

11.2 CONTRACTOR shall notify County's Project Manager of CONTRACTOR's new green initiatives prior to the contract commencement.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

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

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

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

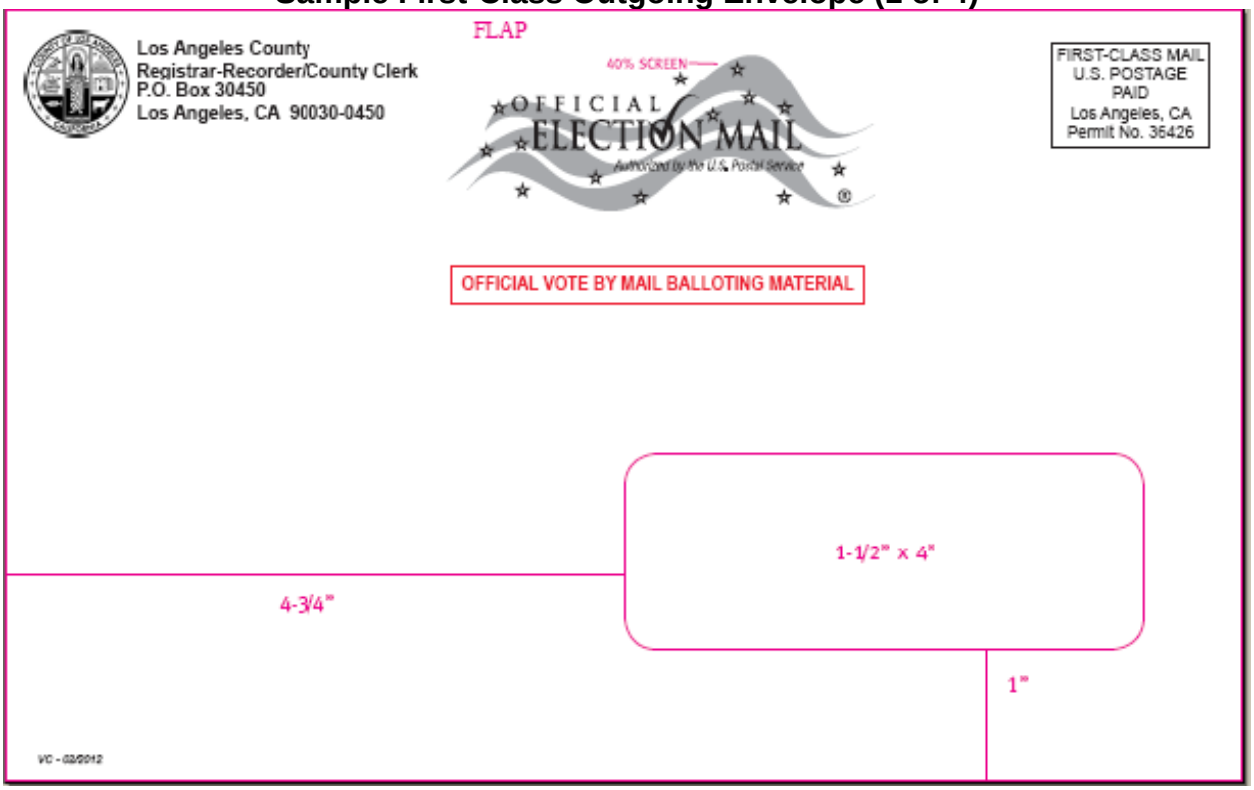
SAMPLE ENVELOPE LAYOUT AND DESIGN SPECIFICATIONS

SAMPLE "OUTGOING" WINDOW ENVELOPE SPECIFICATIONS

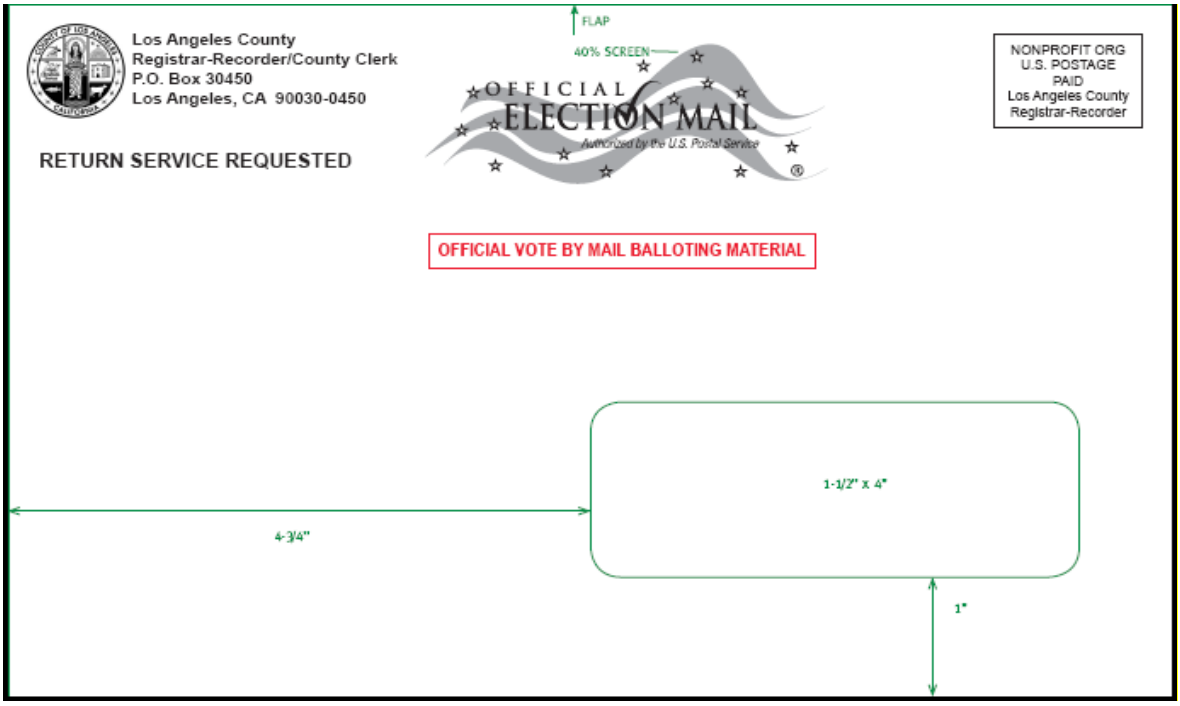
RR/CC review and approval is required for the envelope design/layout whenever an envelope order is placed and must conform to USPS requirements. The design/layout is subject to change for each election. The quantity will vary from election to election.

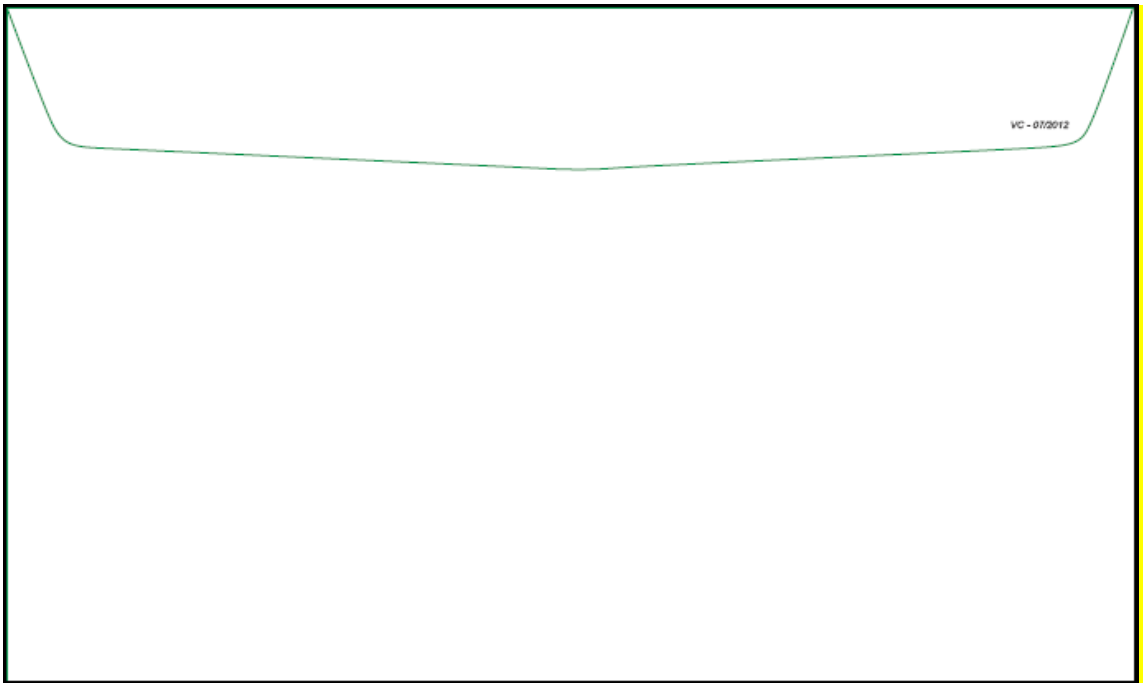
Size	Height: 5 7/8" x Width: 9 1/2"
Color	As specified by County
Number of Windows	1 window positioned in the lower right
Window Dimensions	Height: x Width:
Window Position Left: *(distance from left border of envelope)*	
Window Position Bottom*)*: *(distance from bottom border of envelope)*	
Paper Type (Brand, Weight and/or Texture)	
Sealing Method	Regular glue
Hole Punch	Zero
Quantity	Varies
Printing (Face of Envelope)	**Logos** - Top left include County of Los Angeles Seal - Top center include an "Official Election Mail" logo.
	Return Address: "Los Angeles County, Registrar-Recorder/County Clerk, PO Box 30450, Los Angeles, CA 90030-0450"
	Other Text: "OFFICIAL VOTE BY MAIL BALLOTING MATERIAL"
Indicia for Outgoing Window Envelope (Four types): *Note: The RR/CC will specify the quantity of envelopes for each indicia type.*	**(1)**: First Class: "FIRST-CLASS MAIL U.S. POSTAGE PAID Los Angeles, CA Permit No. 26426"; **(2)** Standard Non Profit: "NONPROFIT ORG U.S. POSTAGE PAID Los Angeles County Registrar-Recorder" **(3)** Federal Frank (for Military and Overseas Voters): "U.S. Postage Paid, 39 USC 3406, PAR AVION" or **(4)** Blank (no indicia)
See sample outgoing envelopes used in an actual election on the next page. (Subject to change)	

Sample First-Class Outgoing Envelope (1 of 4)

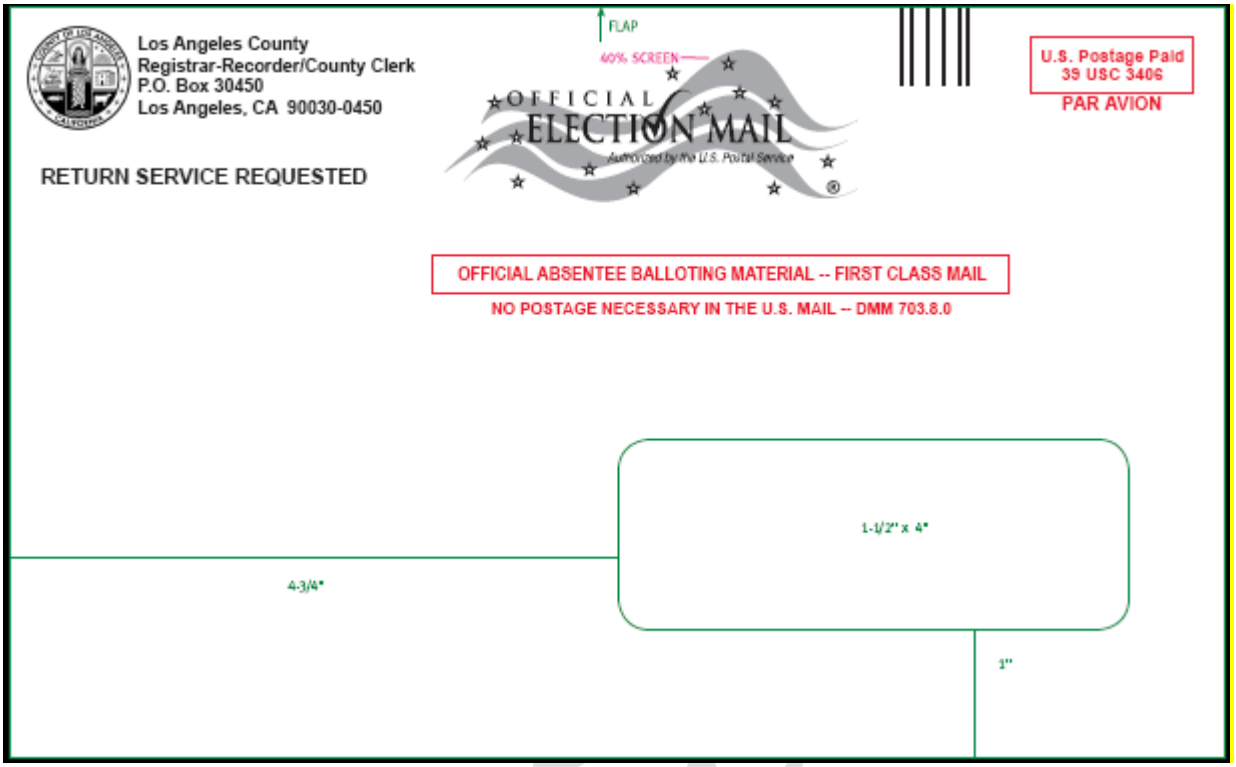


Sample Non Profit Outgoing Envelope (2 of 4)

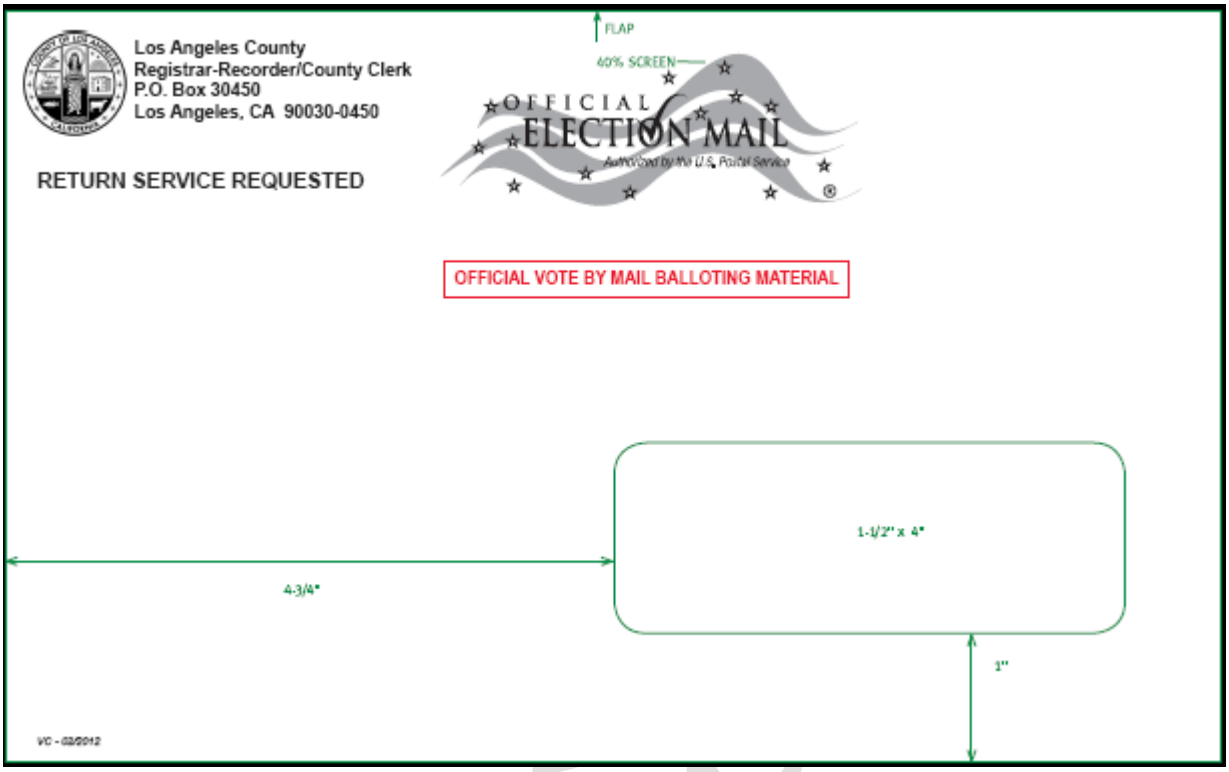




Sample Federal Frank Outgoing Envelope (3 of 4)



Sample Blank Outgoing Envelope (4 of 4)



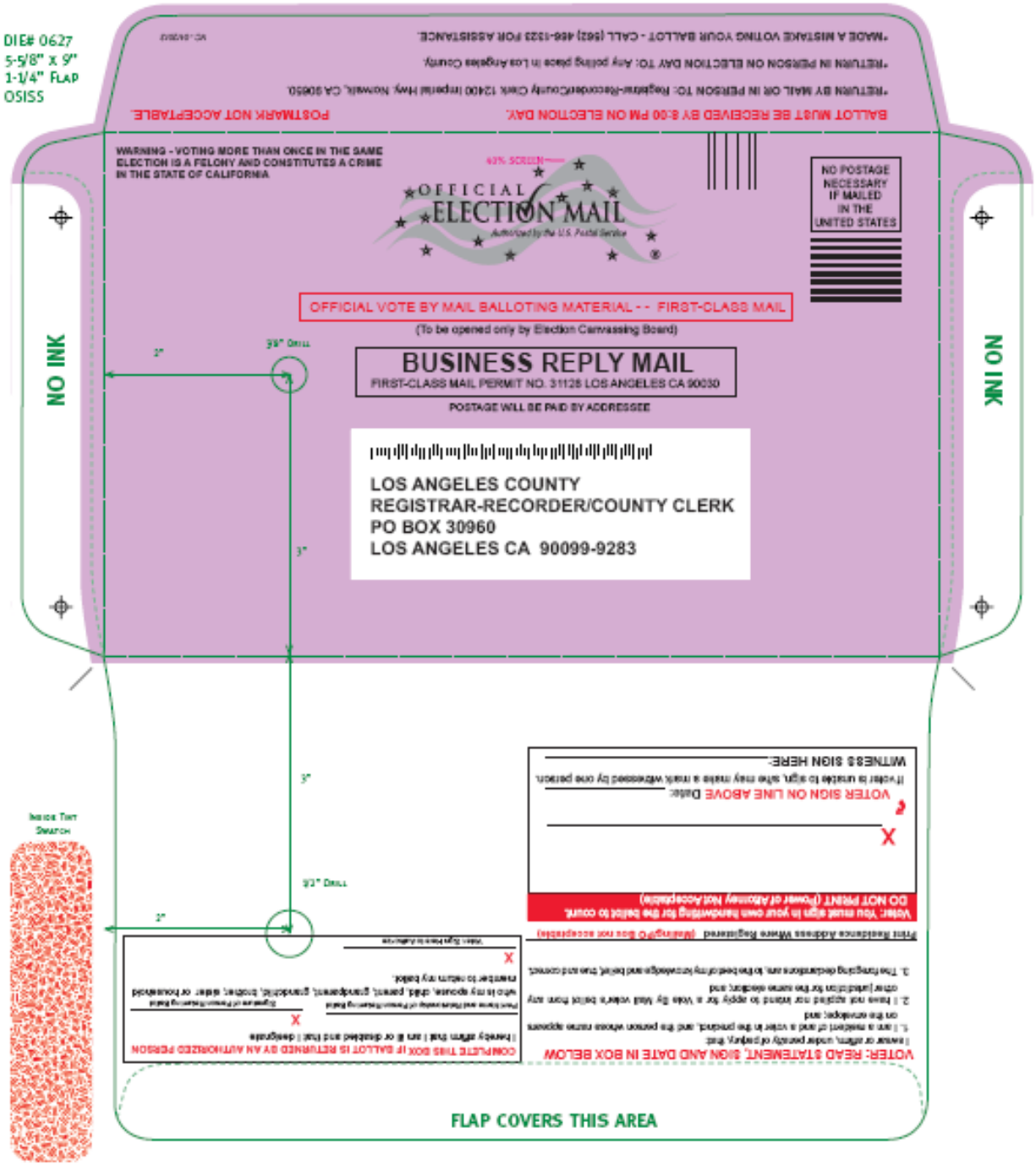
SAMPLE "RETURN" BALLOT ENVELOPE SPECIFICATIONS

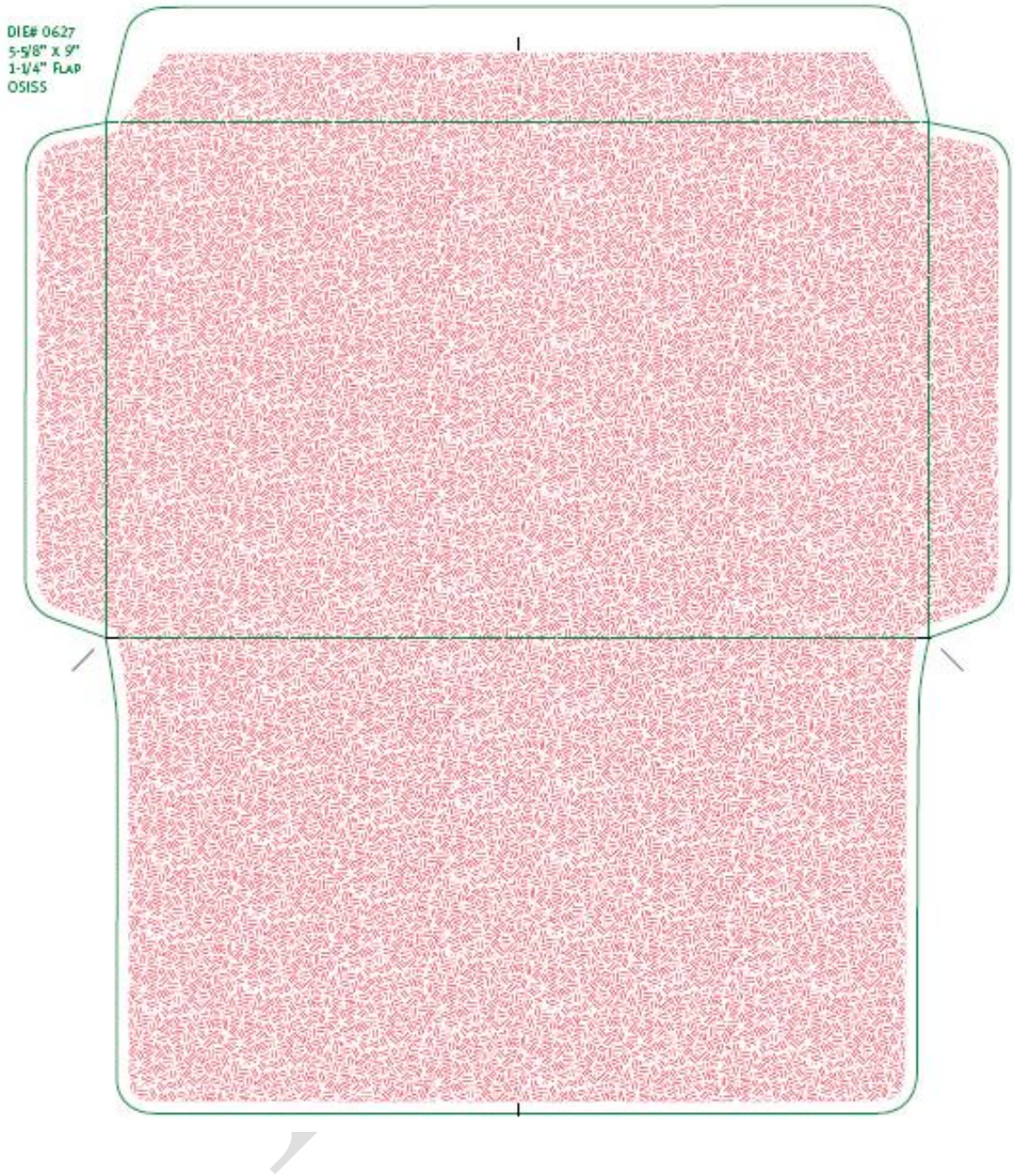
RR/CC review and approval is required for the envelope design/layout whenever an envelope order is placed and must conform to USPS requirements. The design/layout is subject to change for each election. The quantity will vary from election to election.

Size	Height: 5 5/8" Width: 9",
Number of Windows	Zero
Window Dimensions	N/A
Window Position Left (distance from left border of envelope)	N/A
Window Position Bottom (distance from bottom border of envelope):	N/A
Paper Type (Brand, Color, Weight and/or Texture)	As specified by County
Flood Coated	
Sealing Method	Regular glue
Hole Punch (County shall work with CONTRACTOR to ensure that the specifications and placement of the hole are approved by USPS)	Placement: Length: 3" x Width: 2" from the lower left hand corner of the envelope. Diameter of the hole shall be no more than ½" and no less than 3/8".
Printing (Face of Envelope)	The return address should include a County of Los Angeles Seal to the left of "Los Angeles County, Registrar-Recorder/County Clerk, PO Box 30450, Los Angeles, CA 90030-0450." The top center of the envelope should include an "Official Election Mail" logo. Include the statement "OFFICIAL VOTE BY MAIL BALLOTING MATERIAL"
Indicia for Return Envelope (3 types) The RR/CC will specify the quantity of each type:	(1): Courtesy Reply: "Place First-Class Postage Here" (2) Business Reply: "No Postage Necessary if Mailed in the United States" (3) Federal Frank: "U.S. Postage Paid, 39 USC 3406, PAR AVION per DMM 703.8.0" or
See sample return ballot envelopes used in an actual election on the next page. (Subject to change)	

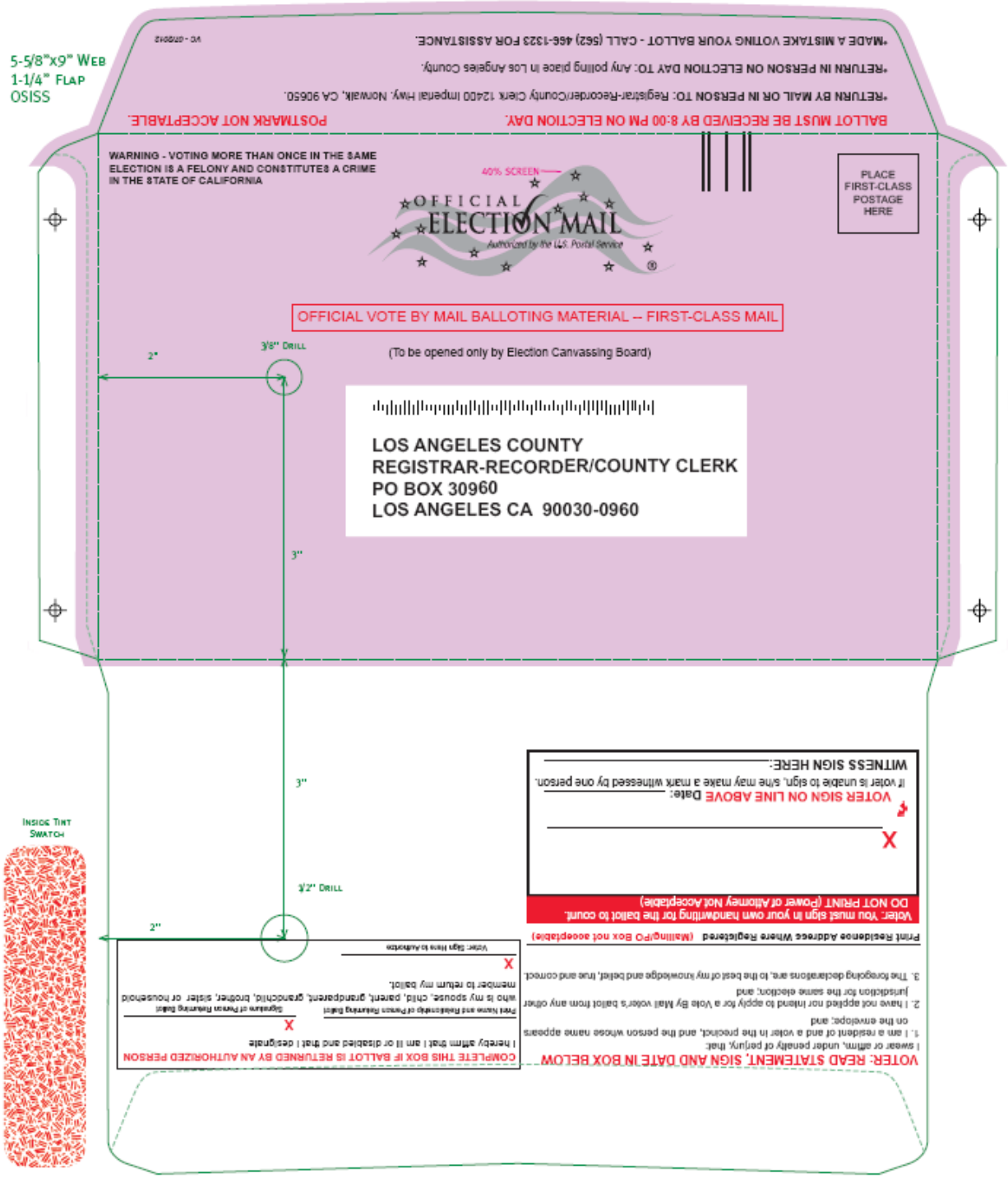
Draft

SAMPLE BUSINESS RETURN ENVELOPE (1 of 3)

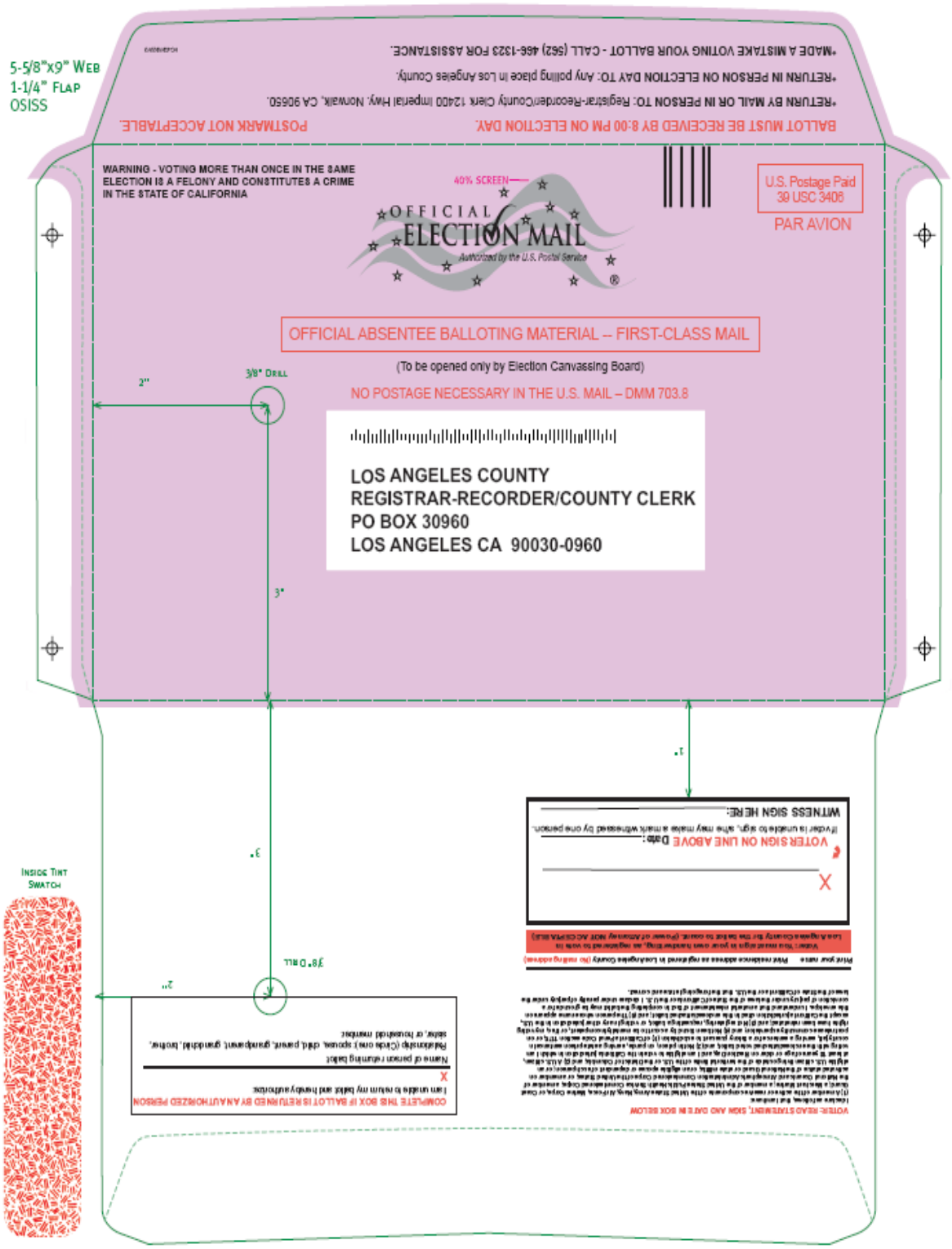



DIE# 0627
5-5/8" x 9"
1-1/4" FLAP
OSISS

SAMPLE FIRST CLASS RETURN ENVELOPE (2 of 3)



SAMPLE MILITARY AND OVERSEAS RETURN ENVELOPE (3 of 3)



ATTACHMENT B- List of USPS Sectional Center Facilities (SCF)

SCF
Sectional Center Facility is a processing and distribution center (P&DC) of the United States Postal Service (USPS) that serves a designated geographical area defined by one or more

LOS ANGELES	7001 S CENTRAL AVE	LOS ANGELES	CA	90052-9998	(213) 586-2719
LONG BEACH	2300 REDONDO AVE	LONG BEACH	CA	90809-9998	(562) 494-2300
PASADENA	600 LINCOLN AVE	PASADENA	CA	91109-9997	(626) 304-7112
SANTA CLARITA	28201 FRANKLIN PKWY	SANTA CLARITA	CA	91383-9997	(661) 775-7807
INDUSTRY	15421 E GALE AVE	CITY OF INDUSTRY	CA	91715-9998	(626) 855-6522
SAN DIEGO	11251 RANCHO CARMEL DR	SAN DIEGO	CA	92199-9709	(858) 674-0109
SAN BERNARDINO	1900 W REDLANDS BLVD	SAN BERNARDINO	CA	92403-9996	(909) 335-4531
SANTA ANA	3101 W SUNFLOWER AVE	SANTA ANA	CA	92799-0101	(714) 662-6474
ANAHEIM	5335 E LA PALMA AVE	ANAHEIM	CA	92899-9998	(714) 701-2663
SANTA BARBARA	400 STORKE RD	GOLETA	CA	93199-9997	(805) 961-0710
BAKERSFIELD	3400 PEGASUS DR	BAKERSFIELD	CA	93380-9000	(661) 392-6102
FRESNO	1900 E ST	FRESNO	CA	93706-8000	(559) 497-7615
SALINAS	1011 POST DR	SALINAS	CA	93907-8000	(831) 770-7144
SAN FRANCISCO	1300 EVANS AVE	SAN FRANCISCO	CA	94124-1769	(415) 550-5638
OAKLAND	1675 7TH ST	OAKLAND	CA	94615-0001	(510) 874-8252
NORTH BAY	1150 N MCDOWELL BLVD	PETALUMA	CA	94999-9998	(707) 778-5230
SAN JOSE	1750 LUNDY AVE	SAN JOSE	CA	95101-9998	(408) 437-6700
STOCKTON	3131 ARCH AIRPORT RD	STOCKTON	CA	95213-9998	(209) 983-6351
EUREKA	337 W CLARK ST	EUREKA	CA	95501-9903	(707) 778-5254
SACRAMENTO	3775 INDUSTRIAL BLVD	WEST SACRAMENTO	CA	95799-0100	(916) 373-8128
REDDING	2323 CHURN CREEK RD	REDDING	CA	96002-9998	(530) 223-7500

ATTACHMENT C - SAMPLE ELECTION TIMELINE OUTGOING VOTE BY MAIL MAILING SERVICES

1 REQUEST FOR ELECTION PLAN IS GIVEN TO CONTRACTOR

A. Approximately 120 days before **(E-120)** the date of all scheduled elections.

B. A minimum of 61 days before **(E-61)** the date of all special elections.

2. ENVELOPE ORDER GIVEN TO CONTRACTOR

A. Approximately 120 days before **(E-120)** the date of all scheduled elections.

B. A minimum of 61 days before **(E-61)** the date of all special elections.

3. CONTRACTOR INSERTING/INJETTING SERVICES AT RR/CC

A. CONTRACTOR must test inkjet and inserter equipment between **E-120 and E-78.**

B. Contractor shall report to RR/CC *up to* 78 days before the date of an election through Election Day **(E-78 until E-0)**, as specified by the RR/CC in the Election Plan.

C. CONTRACTOR will print/insert daily files provided by the RR/CC from 29 through 4 days **(E-29 to E-4)** before the date of an election.

4. CONTRACTOR PRESORTING SERVICES

A. Presorting services may occur up to 57 days through 30 days before the date of an election **(E-57 to E-30)**, as designated by the RR/CC.

5. CONTRACTOR STORAGE SERVICES

A. Storage takes place 57 days to 30 days **(E-57 to E-30)** before the date of an election, unless otherwise specified by the RR/CC.

6. CONTRACTOR TRANSPORT OF MASS MAIL PACKAGES (PERMANENT

A. Transport mass file takes place 29 before **(E-29)** the date of all elections.

7. CRITIQUE SESSION

A. Final day of services

EXHIBIT B: PRICING SCHEDULE
OUTGOING VOTE BY MAIL MAILING SERVICES

	DESCRIPTION	PRICE		
		Quantity Unit Price per Piece	**Quantity** Bulk Price Rate for higher volumes (1-500; 501-999, over 1000 etc;)	**Discounts**
Envelopes	**A. WINDOW ENVELOPES (Custom, USPS approved)** (1): First Class: "FIRST-CLASS MAIL U.S. POSTAGE PAID Los Angeles, CA Permit No. 26426" (2) Standard Non Profit: "NONPROFIT ORG U.S. POSTAGE PAID Los Angeles County Registrar-Recorder" (3) Federal Frank (for Military and Overseas Voters): "U.S. Postage Paid, 39 USC 3406, PAR AVION" or (4) Blank (no indicia)	$0.06 per envelope	Unit price applies to all quanitties of orders: $0.06 per envelope	15% (Applies to all elections regardless of volumes)
	B. RETURN ENVELOPES (Custom USPS approved, punched hole, floodcoated) (1) Courtesy Reply: "Place First-Class Postage Here" (2) Business Reply: "No Postage Necessary if Mailed in the United States" (3) Federal Frank: "U.S. Postage Paid, 39 USC 3406, PAR AVION per DMM 703.8.0" (4) Blank (no indicia)	$0.055 per envelope	$0.055 per envelope	
		PRICE		**DISCOUNTS**
Inkjet Printing and Inserting Fees	Staf (hourly rate, number of staff, job title) for the folowing services at RR/CCHeadquarters: Data Processing Software & Management, InkJet Printing, Automated Inserting, Mailware Software to check for address accuracy, mail standardization, and CASS report	Data Processing Software - VoteRemote: $0.23 per record Ink Jet Printing $0.03 per envelope Automated Inserting $0.16 per packet Mailware Software $0.04 per record		15% (Applies to all elections regardless of volumes)
Mail Sorting Fees	Mail Sort and Preparation, Storage, Verification, Delivery	$0.04 per packet		15% (Applies to all elections regardless of volumes)
Miscellaneous, Time, Materials or expenses	a. Other Products or Services as necessary as determined by RR/CCordesignee (TBD) b. Emergency/Rush Envelopes	Envelope Pricing applies for all envelope orders		15% (Applies to all elections regardless of volumes)
Shipping/ Delivery/Handling		Included		
Taxes		Included		
	Grand Total	$0.52 per packet after 15% discount, quantity of 1 used for all items listed.		Discount shown

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS:_____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:_____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS:_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

VOTE BY MAIL OUTGOING ELECTION MAILING SERVICES

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	STANDARD DEVIATION	DEDUCTION/FEES TO BE ASSESSED
Statement of Work (SOW): Task 1 (Kick-off Meeting)	Attend mandatory kick-off meeting.	Sign in Sheet	None	$1,000
SOW: Task 2 (Election Planning & Management)	Contractor shall submit a comprehensive election plan upon request from the RR/CC prior to all elections by the due date.	Submittal of Plan	No Deviations	$500 per occurrence
SOW: Subtask 3.1 (Providing Envelopes)	Contractor will provide a written cost estimate and sample stock paper to the RR/CC for testing prior to production.	Inspection & Observation	No Deviations	$500 per occurrence
SOW: Subtask 3.2 (Designing USPS Approved Envelopes)	Contractor will design envelopes to RR/CC and USPS specifications and notify the RR/CC of any problems or delays in the design and/or approval of envelopes.	Inspection & Observation	No Deviations	$500 per occurrence
SOW: Subtask 3.3: (Delivery Due Dates of Envelopes)	Contractor will deliver envelopes on or before the delivery due dates.	Inspection & Observation	No Deviations	$500 per occurrence
SOW: Task 4 (Inkjet Printing)	Contractor will provide inkjet staff, equipment, software, ink.	Inspection & Observation	No Deviations	$500 per occurrence
SOW: Task 4 (Inkjet Printing)	Contractor will provide inkjet staff, equipment, software and ink. Contractor shall notify the RR/CC of any delays in the processing of the voter file and/or inkjet equipment as soon as possible, even if it is after hours, or on weekends.	Inspection & Observation	No Deviations	$500 per occurrence
SOW: Task 4, Subtask 4.2 (Extracting and Processing the Voter Registration File)	Extract the mass/daily file(s) notify the RR/CC of any delays in the processing of the voter file and/or inkjet equipment.	Inspection & Observation	No Deviations	$500 per occurrence
SOW: Subtask 4.3 (Inkjet Printing specifications onto return envelopes)	Contractor shall print specified data on the return ballot envelope according to printing specifications	Inspection & Observation	No Deviations	$500 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	STANDARD DEVIATION	DEDUCTION/FEES TO BE ASSESSED
SOW: Task 5 (Inserting Services)	Provide staff to insert election materials into window envelopes using RR/CC inserter machines.	Inspection & Observation	No Deviations	$500 per occurrence
SOW: Subtask 5.1 (Providing Inserter Equipment, Staff and Services	During testing, Contractor shall notify the RR/CC of any delays in the inserting of VBM packets.	Inspection & Observation	No Deviations	$500 per occurrence
SOW: Subtask 5.1 (Providing Inserter Equipment, Staff and Services)	Contractor shall ensure that any technical issues with inserter machines machine are addressed as soon as possible, even if it is after hours, or on weekends.	Inspection & Observation	No Deviations	$500 per occurrence
SOW: Subtask 5.1 (Providing Inserter Equipment, Staff and Services)	Contractor shall notify the RR/CC of any shortage of VBM inserting material (envelope, VBM instruction, secrecy sleeve, official ballot card, and/or official sample ballot booklet).	Inspection & Observation	No Deviations	$500 per occurrence
SOW: Task 6 (Presorting services for “Mass file” VBM ballot packages)	Contractor shall notify the RR/CC of any changes in the presorting services facility, at least 30 days prior to the initial date for sorting VBM packets.	Inspection & Observation	No Deviations	$500 per occurrence.
SOW: Task 6 (Presorting Services for “Mass file” VBM ballot packages)	Contractor shall work with the RR/CC staff to ensure that the Presort facility begins to sort the VBM packets within two (2) hours of receipt of delivery to the facility.	Inspection & Observation	No Deviations	$500 per occurrence.
SOW: Task 6 (Presorting Services for “Mass file” VBM ballot packages)	Contractor will provide presorting of all completed VBM Ballot Packages.	Inspection & Observation	No Deviations	$500 per occurrence.
SOW: Task 7 (Storage of completed “Mass file” VBM ballot packages)	Contractor shall notify the RR/CC of any changes in storage services facility, at least 30 days prior to the date of storage.	Inspection & Observation	No Deviations	$500 per occurrence.
SOW: Task 7 (Storage of completed “Mass file” VBM ballot packages)	Contractor will provide store all completed “mass file” VBM Ballot Packages.	Inspection & Observation	No Deviations	$500 per occurrence.

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	STANDARD DEVIATION	DEDUCTION/FEES TO BE ASSESSED
SOW: Task 8 (Mail Verification Services for VBM Ballot Packages)	Contractor will provide mail verification of all completed "mass" VBM Ballot Packages.	Inspection & Observation	No Deviations	$500 per occurrence.
SOW: Task 9 Transport and mailing of mass file to U.S. Postal Service)	Contractor shall notify the RR/CC of any changes in the transport and/or mailing services, at least 30 days prior to the date of transport and/or mailing.	Inspection & Observation	No Deviations	$500 per occurrence.
SOW: Task 10 (Critique Session)	Contractor shall attend critique session at the conclusion of all elections.	Observation Sign-in Sheet	No Deviations	$1,000
SOW: Task 11 (Reports and Records)	Contractor shall provide the RR/CC with required reports daily and on an as needed basis.	Submittal of Reports	No Deviations	$500 per occurrence
SOW: Paragraph 7.3 (Project Manager[s])	Contractor shall notify the RR/CC within 24 hours in writing of any change in name, address, phone number, and e-mail of the Project Manager(s).	Inspection & Observation	No Deviations	$500 per occurrence
SOW: Paragraph 6.1 (Meetings)	Contractor shall attend all scheduled meetings.	Observation Sign-in Sheet	No more than one (1) missed meeting during any six (6) month period.	$500 per occurrence.
SOW Task 2.1 (Subcontracting)	Contractor shall obtain RR/CC's written approval prior to subcontracting any work.	Inspection & Observation	No Deviations	$500 per occurrence
SOW: Paragraph 6.2 (Contract Discrepancy Report)	Upon receipt of a formal Contract Discrepancy Report, Contractor shall submit a plan for correction of all deficiencies identified in writing to County Contract Project Manager within fifteen (15) days.	Inspection & Discrepancy Report	No Deviations	$500 per occurrence
SOW: Paragraph 7.8 (Contractor's office)	Contractor shall notify the RR/CC in writing within 24 hours of any change in the address or phone number of Contractor's and subcontractor's office.	Observation	No Deviations	$200 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	**MONITORING METHOD**	**STANDARD DEVIATION**	**DEDUCTION/FEES TO BE ASSESSED**
SOW: Paragraph 7.8 (Contractor's Office)	Contractor shall answer a call received by the answering service within one (1) hour of receipt of the call.	Observation	No Deviations	$200 per occurrence
SOW: Paragraph 8 (Hours/Day of Work)	Contractor and subcontractor shall support RR/CC's work schedule; report to the RR/CC by 8:00 a.m. PST; and/or work until County designated working time, within a 24 hour period.	Observation	No Deviations	$500 per occurrence
SOW: Paragraph 9 (Work Schedules)	Contractor shall provide on-site support within eight (8) hours from the time a service call is placed.	Observation.	No more than two (2) occurrences during any year.	$500 per occurrence and $1000 per occurrence, beginning with the 3rd occurrence.
SOW: Paragraph 9 (Work Schedules)	Contractor shall provide on-site support for emergency calls within four (4) hours from the time the service call is placed.	Observation	No more than two (2) occurrences during any year.	$500 per occurrence and $1000 per occurrence, beginning with the 3rd occurrence.
Pricing/Invoicing	Contractor shall provide the RR/CC with a detailed line item invoice of services conducted in accordance to the contract. Quantity and price of each line item must be correct, including taxes.	Submittal of Invoicing	No Deviations	$200 per occurrence

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

COUNTY'S ADMINISTRATION

CONTRACT #: _____

CONTRACTOR'S NAME: _____

CONTRACT TITLE: _____

COUNTY PROJECT DIRECTOR:
Name: _____
Title: _____ Division/Section: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

COUNTY PROJECT MANAGER:
Name: _____
Title: _____ Division/Section: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:
Name: _____
Title: _____ Division/Section: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

Notices to COUNTY shall be delivered and emailed to the following:
Name: _____
Title: _____ Division/Section: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

OTHER COUNTY CONTACTS:
Name: _____
Title: _____ Division/Section: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____ Division/Section: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACT #: _____

CONTRACTOR'S NAME: _____

CONTRACT TITLE: _____

CONTRACTOR'S PROJECT MANAGER(S):

Name: _____
Title: _____ Division/Section: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____ Division/Section: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)
Name: _____
Title: _____ Division/Section: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____ Division/Section: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be delivered and emailed to the following:
Name: _____
Title: _____ Division/Section: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

OTHER CONTRACTOR CONTACTS:
Name: _____
Title: _____ Division/Section: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT (Exhibit G2-IT)

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

Contractor Name: _____ Contract No._____

Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I 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 or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

SIGNATURE:_____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION:_____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT Exhibit G3-IT

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

Contractor Name:_____ **Contract No:** _____

Non-Employee Name:_____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I 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 or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

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

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

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

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

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

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

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

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

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), 200

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

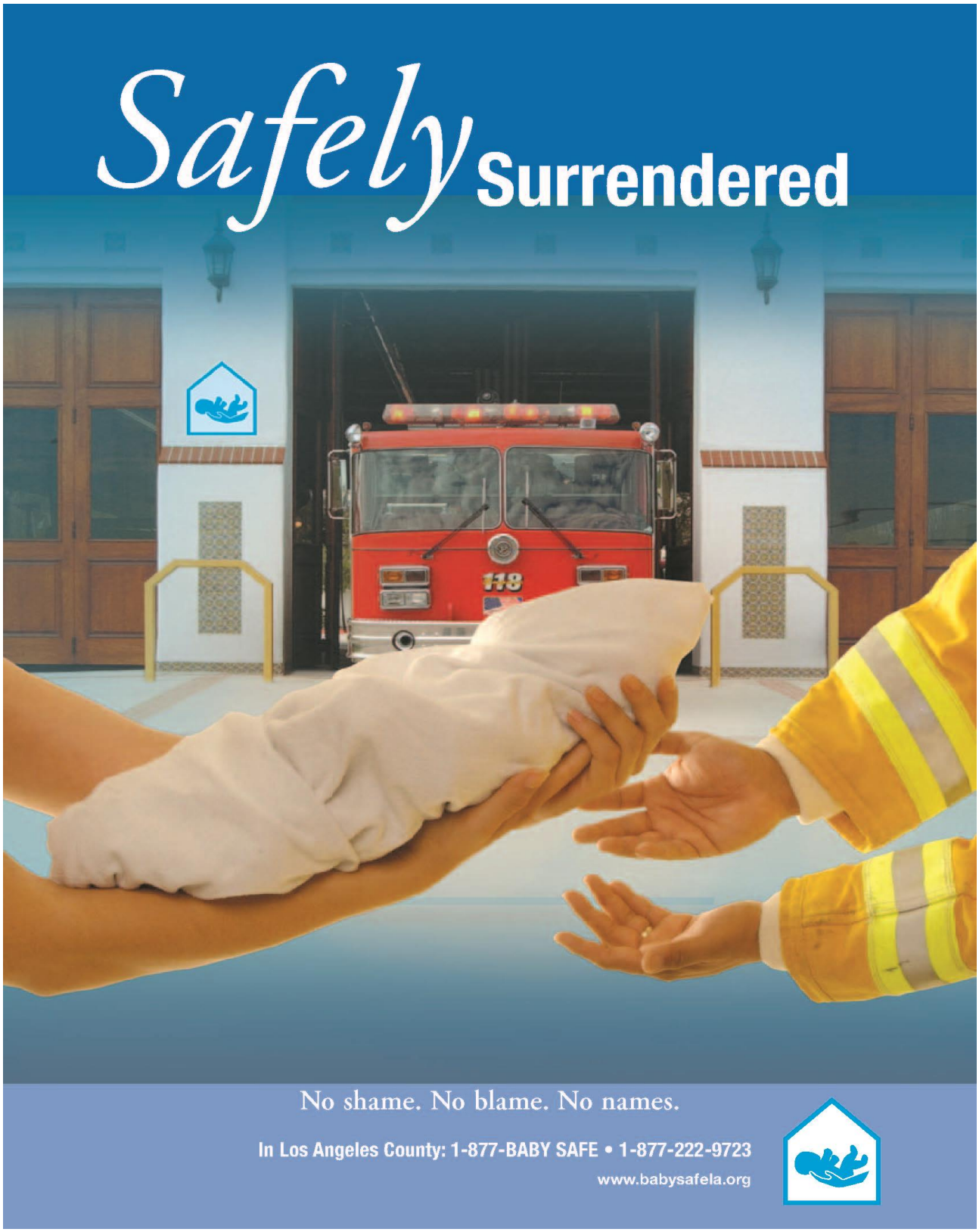
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW



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

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

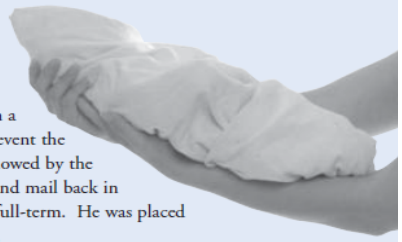
What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story



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

Ley de Entrega de Bebés *Sin Peligro*

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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org

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

www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT (J1)

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned,_____, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Exhibit A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

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

_____ and Grantee have entered into County of Los Angeles

Agreement Number _____ for _____, dated _____,

as amended by Amendment Number ____, dated _____,

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

Grantor's Signature _____ Date_____

Grantor's Printed Name: _____

Grantor's Printed Position: _____

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT (J2)

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

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

Grantor and Grantee have entered into County of Los Angeles Agreement Number_____

for_____

dated _____, as amended by Amendment Number_____, dated_____,

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

_____

Grantor's Signature Date

Grantor's Printed Name:_____

Grantor's Printed Position:_____

(To Be Completed By County and attached to J1 and/or J2)

REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH COPYRIGHT BUREAU

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On_____, 201___, before me, the undersigned, a Notary Public in and for the State of California, personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the _____of_____, the corporation that executed the within Assignment and Transfer of Copyright, and further acknowledged to me that such corporation executed the within Assignment and Transfer of Copyright pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

INTERNAL REVENUE SERVICE (IRS) NOTICE 1015

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2013)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2013 are less than $51,567 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, 2014.

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

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

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

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 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 2013 and owes no tax but is eligible for a credit of $800, he or she must file a 2013 tax return to get the $800 refund.

Notice 1015 (Rev. 12-2013)
Cat. No. 20599I

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.
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2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

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

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

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

F. **"Solicitation"** shall mean the County's process to obtain bids or proposals for goods and services.

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

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

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

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by

the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

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

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

2.206.060 Exclusions/Exemptions.

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

1. Chief Executive Office delegated authority agreements under $50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
15. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

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

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

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
   1. Recommend to the Board of Supervisors the termination of the contract; and/or,
   2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
   3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

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

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

A listing of debarred contractors in Los Angeles County may be obtained by going to the following website:

http://doingbusiness.lacounty.gov/DebarmentList.htm