



**LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK**

DEAN C. LOGAN
Registrar-Recorder/County Clerk



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

39 June 25, 2024

EDWARD YEN
EXECUTIVE OFFICER

June 25, 2024

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:

**APPROVAL TO EXECUTE SOLE SOURCE CONTRACT WITH
DIGITAL FOUNDRY, LLC. FOR VOTING SOLUTIONS FOR ALL PEOPLE (VSAP)
4.0 SOFTWARE DEVELOPMENT AND SUPPORT SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

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

SUBJECT

Requests approval to execute a Sole Source Contract (#24-001) with Digital Foundry, LLC., to provide VSAP 4.0 software development and support services to the VSAP 3.0 Tally System (Tally) Version 3.0.20 and VSAP Ballot Layout (VBL) Application Version 2.0.21 to be deployed in all Los Angeles County elections starting with the June 2, 2026 Gubernatorial Primary election.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Registrar-Recorder/County Clerk (RR/CC), or designee, to execute a Sole Source Contract substantially similar to Attachment I, effective July 1, 2024 to December 31, 2025 with Digital Foundry, LLC. The contract sum over the contract term is fifteen million dollars (\$15,000,000);
2. Delegate authority to the RR/CC, or designee, to execute future amendments extending the contract for up to two (2) additional one-year periods and up to six (6) month-to-month renewal options, from January 1, 2026, to June 30, 2028, to comply with any new and unforeseen federal and/or California election laws or regulations that may require major enhancements to the VBL and/or Tally. The extension sum over the extension term is twenty-seven million, three hundred

fifteen thousand dollars (\$27,315,000) provided that Chief Executive Office and County Counsel approval is obtained. The total maximum dollar amount over the contract term and extensions is forty-two million, three hundred and fifteen thousand dollars (\$42,315,000) (Total Contract Sum);

3. Delegate authority to the RR/CC, or designee, to negotiate and execute amendments provided that County Counsel approval is obtained to: (1) make changes to the Statement of Work as operationally necessary; (2) make as-needed changes to reflect new California and/or federal election laws and regulations; and (3) make any other necessary changes which do not materially alter any term or condition of the contract;

4. Delegate authority to the RR/CC, or designee, to increase the Total Contract Sum by no more than ten (10) percent for any unforeseen circumstances provided that approval is obtained from the Chief Executive Office and County Counsel;

5. Delegate authority to the RR/CC, or designee, to immediately terminate the contract for convenience, provided County Counsel approval is obtained.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is for Digital Foundry to provide VSAP 4.0 software development and support services to Tally Version 3.0.20 and VBL Version 2.0.21. Tally and VBL are two (2) separate custom software solutions developed specifically for the RR/CC and are processed by thirty (30) enterprise servers on an isolated network located at the RR/CC's Ballot Processing Center (BPC) facility located in the City of Industry.

VBL and Tally Overview

Prior to an election, the VBL application is used by RR/CC Election System Operators, via a web interface, to create and design ballots for the 5.6 million registered voters in Los Angeles County to mark and cast their votes in elections. VBL plays a pivotal role by quickly generating all Vote by Mail (VBM) print ready ballots (in PDF format) across 19 languages, including English. Moreover, VBL feeds essential data to various election components, including the Ballot Marking Device, Interactive Sample Ballot, Sample Ballot Book, and Tally system.

At the close of an election, election workers utilize the Tally software to tally voted ballots and generate accurate election results. Tally represents the most complex software component within the County's voting system, Voting Solutions for All People® (VSAP), capable of interpreting over 10 million ballot card images from scanners. Any delay in these processes could potentially jeopardize legal deadlines and the validity of the election.

Timeline of Software Upgrades

The RR/CC's objective is to complete the software upgrades by December 2025, to allow sufficient time for the County's voting system to complete the California Secretary of State (CA SoS) certification process. Pursuant to Elections Code section 19201, no voting system, in whole or in part, may be used unless it has received the approval of the CA SoS. The RR/CC's objective is to deploy the updated software starting with the June 2, 2026 Gubernatorial Primary election and for all elections thereafter.

Upgrades include:

- Installing new Red Hat Enterprise Linux (RHEL) 8 operating software onto 30 servers. RHEL 8 will add new security features and enhance functionality for County elections. The current operating software, CentOS 7, is reaching end-of-life and will no longer be maintained in 2024;
- Providing various cybersecurity enhancements mandated by the CA SoS, including Federal Information Processing Standards (FIPS) compliance and Full Disk Encryption (FDE) while aligning with the new California Voting Standards Guidelines to safeguard sensitive data and ensure the protection of critical information against unauthorized access and breaches; and
- Adding new languages to allow ballots to be created in Arabic, Formosa, and others yet to be determined as proposed by the Language Accessibility Assembly Bill 884.

System Ownership and Project Management Overview

The Tally and VBL are integral parts of the County owned VSAP voting system. As the owner of Tally and VBL, whenever any new software updates or enhancements are needed (i.e. as required by California and/or federal election laws and regulations), the County is directly responsible for creating new versions of its own software to maintain Election Code compliance and uphold election integrity. The scope of work for this contract will require Digital Foundry to develop new software and technical documentation to Tally 3.0.20 and VBL 2.0.21 on the County's behalf for CA SoS certification of VSAP 4.0 to be implemented in 2026.

The VBL and Tally system represent a collaborative development effort between the County and Digital Foundry. The County oversees the design, direction, and prioritization of the system, while Digital Foundry provides expertise in infrastructure development and code implementation. These software applications serve as the cornerstone of the VSAP project, facilitating the processing of official election content for voters.

Fortunately, to date, the VSAP system has maintained a high standard of reliability through continuous enhancements and proactive measures to prevent potential issues. While VSAP 4.0 must adhere to the security use conditions established by the CA SoS, the County recognizes the importance of not only meeting but exceeding these requirements to mitigate any risks that could compromise the integrity of VBL and the Tally system. As the election landscape and technology evolve, the County, as a leader in modern election voting systems, remains dedicated to enhancing its systems to safeguard the voting process and protect the interests of voters.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan related to North Star 3: Realize tomorrow's government today subpart A. Communication & Public Access: Provide increased transparency and accessibility to government services and communication, including information that is easy to understand and available in multiple languages and formats.

FISCAL IMPACT/FINANCING

The estimated total maximum contract sum is \$42,315,000, including extensions. This includes \$15,000,000 for the initial term; \$10,500,000 for optional extension year 1; \$11,025,000 for optional extension year 2; and \$5,790,000 for the 6 month-to-month optional extension.

If the ten percent (10%) for delegated authority amount is utilized for the initial term (\$1,500,000) and optional extensions (\$2,731,500), the total contract cost will increase by \$4,231,500 for a maximum contract sum of \$46,546,500. A request for funding for the initial term of the VSAP 4.0 project was

included in the RR/CC's FY 2024-25 Recommended Budget. Funding for the optional extensions will be requested through the annual budget process, as necessary.

The determination of the number of extensions and any increases will be based on the complexity and time needed to develop and implement a solution for compliance.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Elections Code section 19201, no voting system, in whole or in part, may be used unless it has received the approval of the CA SoS.

CONTRACTING PROCESS

In accordance with Board Policy 5.100 (Policy), the RR/CC sent a Board notification of intent to enter into Sole Source negotiations with Digital Foundry on February 6, 2024. On April 3, 2024, the RR/CC presented at the CEO Operations Cluster Meeting regarding the RR/CC's intention to negotiate a sole source contract with Digital Foundry. Negotiations proceeded after the cluster meeting.

The required Sole Source Checklist (Attachment II) identifies the RR/CC's need for a Sole Source contract with Digital Foundry. Digital Foundry holds the distinction of being the original system architect and sole software developer for VBL and Tally with six (6) years of invaluable experience and expertise. As such, Digital Foundry brings a crucial knowledge base to the VSAP project.

The Chief Executive Office (CEO) has reviewed and recommends approval of this Board Letter. The Chief Information Office (CIO) recommends approval of this request and a formal CIO Analysis is attached (Attachment III). County Counsel has reviewed this Board letter and approved as to form. The online Supplemental Declaration form was submitted on the Levine Act Portal. CEO Risk Management Branch has reviewed and approved the insurance and indemnification provisions in the recommended sole source contract as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

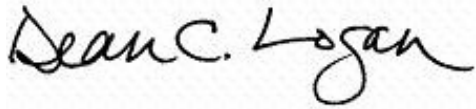
Your Board's approval of the noted actions will ensure that the VSAP 4.0 software upgrades are ready for the June 2, 2026 Gubernatorial Primary Election. If you have any questions, please contact me at (562) 462-2716 or email dlogan@rrcc.lacounty.gov. Your staff may also contact Jerome Jordan at (562) 462-2652 or email jjordan2@rrcc.lacounty.gov.

The Honorable Board of Supervisors

6/25/2024

Page 5

Respectfully submitted,



DEAN C. LOGAN

Registrar-Recorder/County Clerk



Peter Loo

Acting Chief Information Officer

DCL:JG:JS:DL:ca

Enclosures

c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

THE DIGITAL FOUNDRY, INC.

FOR

**TALLY SYSTEM AND VOTING SOLUTIONS FOR ALL PEOPLE
(VSAP) BALLOT LAYOUT (VBL) 4.0 SOFTWARE
DEVELOPMENT**

CONTRACT NUMBER: #24-001

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

RECITALS	1
1 APPLICABLE DOCUMENTS	2
2 DEFINITIONS	3
2.1 Standard Definitions	3
3 WORK	13
4 TERM OF CONTRACT	14
5 CONTRACT SUM	14
5.1 Total Contract Sum	14
5.2 Written Approval for Reimbursement	15
5.3 Notification of 75% of Total Contract Sum	15
5.4 No Payment for Services Provided Following Expiration-Termination of Contract	16
5.5 Invoices and Payments	16
5.6 Cost of Living Adjustment (COLA's)	17
5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer	17
6 ADMINISTRATION OF CONTRACT- COUNTY	18
6.1 County Administration	18
6.2 County's Project Director	18
6.3 County's Project Manager	18
6.4 County's Contract Project Monitor	19
7 ADMINISTRATION OF CONTRACT-CONTRACTOR	19
7.1 Contractor Administration	19
7.2 Contractor's Project Manager	19
7.3 Approval of Contractor's Staff	19
7.4 Contractor's Staff Identification	20
7.5 Background and Security Investigations	20
7.6 Confidentiality	21
8 STANDARD TERMS AND CONDITIONS	22
8.1 Amendments	22
8.2 Assignment and Delegation/Mergers or Acquisitions	23
8.3 Authorization Warranty	24
8.4 Budget Reductions	24
8.5 Complaints	24

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

8.6	Compliance with Applicable Law	24
8.7	Compliance with Civil Rights Laws	
	Compliance with the County’s Jury Service Program	25
8.9	Conflict of Interest.....	26
8.10	Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List	28
8.11	Consideration of Hiring GAIN/START Participants	28
8.12	Contractor Responsibility and Debarment	28
8.13	Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law	31
8.14	Contractor’s Warranty of Adherence to County’s Child Support Compliance Program	32
8.15	County’s Quality Assurance Plan.....	32
8.16	Damage to County Facilities, Buildings or Grounds.....	32
8.17	Employment Eligibility Verification	33
8.18	Counterparts and Electronic Signatures and Representations	33
8.19	Fair Labor Standards	34
8.20	Force Majeure.....	34
8.21	Governing Law, Jurisdiction, and Venue.....	35
8.22	Independent Contractor Status	35
8.23	Indemnification.....	35
8.24	General Provisions for all Insurance Coverage.....	36
8.25	Insurance Coverage	41
8.26	Liquidated Damages.....	41
8.27	Most Favored Public Entity	45
8.28	Nondiscrimination and Affirmative Action.....	45
8.29	Non Exclusivity	46
8.30	Notice of Delays.....	47
8.31	Notice of Disputes.....	47
8.32	Notice to Employees Regarding the Federal Earned Income Credit.....	47
8.33	Notice to Employees Regarding the Safely Surrendered Baby Law	47
8.34	Notices.....	47
8.35	Prohibition Against Inducement or Persuasion	48

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

8.36	Public Records Act	48
8.37	Publicity	49
8.38	Record Retention and Inspection-Audit Settlement	49
8.39	Recycled Bond Paper	51
8.40	Subcontracting.....	51
8.41	Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program.....	52
8.42	Termination for Convenience.....	52
8.43	Termination for Default	53
8.44	Termination for Improper Consideration	55
8.45	Termination for Insolvency.....	55
8.46	Termination for Non-Adherence of County Lobbyist Ordinance.....	56
8.47	Termination for Non-Appropriation of Funds.....	56
8.48	Validity	56
8.49	Waiver.....	56
8.50	Warranty Against Contingent Fees	57
8.51	Warranty of Compliance with County’s Defaulted Property Tax Reduction Program.....	57
8.52	Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program	57
8.53	Time off for Voting	58
8.54	Compliance with County’s Zero Tolerance Policy on Human Trafficking .	58
8.55	Intentionally Omitted	58
8.56	Compliance with Fair Chance Employment Practices	58
8.57	Compliance with the County Policy of Equity.....	59
8.58	Prohibition from Participation in Future Solicitation(s).....	59
9	UNIQUE TERMS AND CONDITIONS.....	59
9.1	Intentionally Omitted	59
9.2	Intentionally Omitted	59
9.3	Ownership of Materials, Software and Copyright.....	59
9.4	Patent, Copyright and Trade Secret Indemnification	61
9.5	Intentionally Omitted	62

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

9.6	Intentionally Omitted	62
9.7	Intentionally Omitted	62
9.8	Intentionally Omitted	62
9.9	Intentionally Omitted	62
9.10	Limited Liability	62
SIGNATURES	63

CONTRACT PROVISIONS TABLE OF CONTENTS

APPENDICES

- A Statement of Work (SOW) and SOW Exhibits
- B Pricing Schedule
- C Contractor's Proposed Schedule
- D Contractor's EEO Certification
- E County's Administration
- F Contractor's Administration
- G Form Required at the Time of Contract Execution
Appendix G1-IT (Contractor Acknowledgement, Confidentiality, and Copyright
Assignment Agreement)
- H Background Check Attestation Form
- I Safely Surrendered Baby Law
- J Intentionally Omitted
- K Intentionally Omitted
- L Intentionally Omitted
- M Forms Required at the Time of Contract Execution
Appendix M1 (Individual's Assignment and Transfer of Copyright)
Appendix M2 (Contractor's Assignment and Transfer of Copyright)
Appendix M3 (Notary Statement for Assignment and Transfer of Copyright)
- N Intentionally Omitted
- O Intentionally Omitted
- P Information Security and Privacy Requirements

**CONTRACT #24-001 BETWEEN
COUNTY OF LOS ANGELES
AND
THE DIGITAL FOUNDRY, INC.
FOR
TALLY SYSTEM AND VSAP BALLOT LAYOUT (VBL) 4.0
SOFTWARE DEVELOPMENT**

This Contract ("Contract") made and entered into this ____ day of _____, 20__ by and between the County of Los Angeles, hereinafter referred to as County and The Digital Foundry, Inc., hereinafter referred to as "Contractor". Contractor is located at 1707 Tiburon Boulevard, Tiburon, California 94920.

RECITALS

WHEREAS, the County may contract with private businesses for software planning and implementation Services (as hereinafter defined);

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

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

WHEREAS, Contractor previously provided software planning and implementation Services in support of a prior phase of the VSAP Project's Tally Solution under an Enterprise Services Master Agreement 2016.6 - Work Order 2016-010, Contract #18-002 and Contract #21-001 and VSAP Enhancements and Support Services Master Agreement (VESSMA) #22-014 - Work Orders #22-014, #23-001 and #23-012;

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

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

1 APPLICABLE DOCUMENTS

Appendices A, B, C, D, E, F, G, H, I, M, and P 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 Appendices, or between Exhibits or Appendices, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits or Appendices according to the following priority.

Standard Appendices:

- | | | |
|------|------------------|-----------------------------------------------------------------------------------|
| 1.1 | Appendix A - | Statement of Work (SOW) + Exhibits |
| 1.2 | Appendix B - | Pricing Schedule |
| 1.3 | Appendix C - | Contractor's Proposed Schedule |
| 1.4 | Appendix D - | Contractor's EEO Certification |
| 1.5 | Appendix E - | County's Administration |
| 1.6 | Appendix F - | Contractor's Administration |
| 1.7 | Appendix G1-IT - | Contractor Acknowledgement and Confidentiality and Copyright Assignment Agreement |
| 1.8 | Appendix H - | Background Check Attestation Form |
| 1.9 | Appendix I - | Safely Surrendered Baby Law |
| 1.10 | Appendix J - | Intentionally Omitted |
| 1.11 | Appendix K - | Intentionally Omitted |
| 1.12 | Appendix L - | Intentionally Omitted |
| 1.13 | Appendix M1 - | Individual's Assignment and Transfer of Copyright |
| 1.14 | Appendix M2 - | Contractor's Assignment and Transfer of Copyright |
| 1.15 | Appendix M3 - | Notary Statement for Assignment and Transfer of Copyright |

- 1.16 Appendix N - Intentionally Omitted
- 1.17 Appendix O - Intentionally Omitted
- 1.18 Appendix P - Information Security and Privacy Requirements

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

2 DEFINITIONS

2.1 Standard Definitions:

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein will be construed to have the following meaning and capitalized terms elsewhere in the Contract, Appendices, or Exhibits will have the meaning as defined, unless otherwise apparent from the context in which they are used.

- 2.1.1 **Acceptance:** As used herein, the term will mean County's written approval of any tasks, subtasks, deliverables, goods, services or other Work, including Acceptance Tests, provided by Contractor to County pursuant to this Contract.
- 2.1.2 **Amendment:** As used herein, the term will have the meaning specified in Paragraph 8.1 (Amendments and Change Notices).
- 2.1.3 **Agile Methodology:** A proven methodology for ensuring that the County, as the Product Owner, iteratively builds a solution that meets its requirements while adapting quickly to changes in priorities and technical understandings.
- 2.1.4 **Base Term:** As used herein will mean the same as set forth in Section 4 (Term of Contract).
- 2.1.5 **Board of Supervisors, Board, or BOS:** The Board of Supervisors of the County of Los Angeles acting as governing body.

- 2.1.6 **Business Day(s):** As used herein, the term, whether singular or plural, will mean Monday through Friday, excluding County observed holidays, unless stated otherwise. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-lacounty/about/>.
- 2.1.7 **Business Hour(s):** As used herein, the term, whether singular or plural, will mean 8:00 a.m. to 5:00 p.m. PT during Business Days.
- 2.1.8 **Chief Executive Office or CEO:** As used herein, the terms will mean County's Chief Executive Office.
- 2.1.9 **California Voting Standards Guidelines:** Voting System Standards: California Secretary of State published report that provides a set of specifications and requirements against which voting systems shall be tested to determine if they provide all the basic functionality, accessibility, and security capabilities required of voting systems. The Standards specify the functional requirements, performance characteristics, documentation requirements, and test evaluation criteria for the certification of voting systems. For more information, click on the following link: [California Voting System Standards](#)
- 2.1.10 **Change Notice:** As used herein, the term will have the meaning given to such term in Paragraph 8.1 (Amendments and Change Notices).
- 2.1.11 **Change Order:** As used herein, the term will mean the terms of any Optional Work agreed to by County and Contractor applicable to Appendix A (Statement of Work).
- 2.1.12 **Confidential Information:** As used herein, the term will mean any data or information, in any format, and includes sensitive financial information, any County Data and any other information otherwise deemed confidential by County or by applicable Federal, State or local law, as further specified in Paragraph 7.6 (Confidentiality).

- 2.1.12 **Contract:** This agreement executed between County and Contractor. Included are all exhibits, appendices, and supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.13 **Contract Deficiency Report:** This term as used herein will have the same meaning as set forth in Section 6.2 (Contract Deficiency Report) of the Statement of Work.
- 2.1.14 **Contract Sum or Total Contract Sum:** As used herein, the term "Contract Sum" will mean the total monetary amount payable by County to Contractor hereunder, as set forth in Paragraph 5 (Contract Sum). The Contract Sum will not be adjusted for any costs or expenses whatsoever of Contractor, without written consent of County.
- 2.1.15 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.16 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.17 **County:** The County of Los Angeles in the State of California.
- 2.1.18 **County Contract Project Monitor:** Person with responsibility to assist and backup the County Project Manager/SPOC with the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.19 **County Data:** As used herein, the term will mean all data and information provided or owned by County, whether stored on-line or off-line, which will be used by Contractor for providing Work under this Contract.

The County will limit Contractor's access to the

“minimum necessary” amount of data and information for Contractor to perform its Services under this Contract. County will not cause or require Contractor to create, receive, maintain, transmit, or otherwise view any other information or data. All County Data will be provided by County in accordance with its privacy and information security policies.

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

2.1.21 **County Project Manager (Also known as Single Point of Contact (SPOC):** Person designated by County’s Project Director to manage the with the day-to-day activities and operations under this Contract and SOW. Person with responsibility to oversee the activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.1.22 **County Source Materials:** This term as used herein will mean the items 1) listed in this Contract or the Statement of Work to be delivered by County to Contractor, 2) used by Contractor at County’s direction or instructions (which includes approval), or 3) otherwise delivered by County to Contractor, including County provided materials, value-added content, specifications and instructions, data, and Third-Party Materials (as hereinafter defined). County will be solely responsible to obtain all necessary licensing rights for County Source Materials.

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

- All requirements (functional, nonfunctional, technical, creative, legal, regulatory, etc.), sample/production content, project dependent systems/services (APIs) with documentation, and project related environments (including, but not limited to project specific hardware such as scanners, servers, printers, etc.).

- Access to project-related County and third-party materials, including, but not limited to:
 - Project related vision, strategy and objectives documentation.
 - Project related hardware, software, services, APIs, graphical elements, and related documentation.
- All licensing and legal rights for the parties to use project-related County and third-party materials in the environments.
- Timely feedback throughout the engagement.

Notwithstanding the foregoing and irrespective of any ownership rights therein, for purposes of this Contract only, County Source Materials does not include Prior Deliverables (Deliverables as defined and delivered under Contract Number #18-002 and Contract Number #21-001), except to the extent such Prior Deliverables utilized or were derived from Prior County Source Materials (County Source Materials as defined under Contract Number #18-002 and Contract Number #21-001). This Contract does not impact any of the parties rights or obligations under the previous agreements between the parties in Contract Number #18-002 and Contract Number #21-001.

- 2.1.23 **Day(s):** Whether capitalized or not, will mean calendar day(s), not business or working days, unless otherwise specified.
- 2.1.24 **Debarment:** This term as used herein will mean the process that precludes an existing contractor and/or proposer from: submitting a response to a County solicitation, being awarded a contract, and/or performing Work on a County contract.
- 2.1.25 **Deficiency or Deficiencies:** As used herein, the term, whether singular or plural, will mean and include any defect(s) in the Deliverables; deviation(s) from mutually agreed upon standards; deviation(s) from any County approved Deliverables or Specifications under the Contract; and/or other problems caused by Contractor's performance of its

Services which result in the system, or any system component, not performing in compliance with the provisions of this Contract, including, but not limited to, the Specifications, System Requirements and System Performance Requirements.

- 2.1.26 **Deliverables:** This term as used herein will mean the deliverables produced by Contractor as a result of the Services it provides to the County under the SOW. Deliverables will be limited to Value Added Content and Project Software produced by Contractor. Deliverables do not include any County Source Materials (including, but not limited to Third-Party Materials), or Contractor proprietary software.
- 2.1.27 **Department of Registrar-Recorder/County Clerk or Department:** Department which is entering into this Contract on behalf of the County of Los Angeles. and staff responsible for the update and file maintenance of voter registration records and the conduct of elections in County. <https://www.lavote.net/>. Headquarters is located at 12400 Imperial Highway, Norwalk, California 90650.
- 2.1.28 **Department Head:** Director of Department
- 2.1.29 **Effective Date:** As used herein will mean the date identified in the Preamble to this Contract, which is the date as of which this Contract has been executed by an authorized representative of the Contractor and has been approved by the Board.
- 2.1.30 **Elections** (i.e., Federal, Statewide, and Local): A formal and organized process for electing a candidate.
- 2.1.31 **Election Configuration Files:** JSON (JavaScript Object Notation) data and audio files generated by VBL used to load the VSAP BMD, ISB, and Tally.
- 2.1.32 **Election Contest Ballot Management System (ECBMS):** An application designed to oversee contest, candidate, and ballot layout information. The County ECBMS is a custom application designed and built inhouse by the RR/CC and is used to generate a ballot layout definition file that is imported in VBL.

- 2.1.33 **Election Management System (EMS):** A system that manages voter registration and election processes. It offers comprehensive support for essential functions such as maintaining voter records, conducting elections, managing petitions, facilitating vote-by-mail processes, handling election results, ensuring content management, and providing administrative functionality. The County is currently working a new EMS designed to handle high volume and complex requirements associated with a large county like Los Angeles County.
- 2.1.34 **Extension(s):** This term as used herein will mean the same as set forth in Section 4 (Term of Contract).
- 2.1.35 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.36 **Full-Disk Encryption (FDE):** A technology which protects information by converting it into code that cannot be deciphered easily by unauthorized people or processes. The disk's data is protected using symmetric cryptography with the key randomly generated when a disk's encryption is first established.
- 2.1.37 **General Voting System Principals:** Fourteen (14) distinct principles to guide the design and implementation of new voting systems. <http://vsap.lavote.net/principles/>
- 2.1.38 **Independent Ballot-Level Audits:** The examination of ballot records, transactions, ballot images, and internal controls of the Tally System. Through a unique ballot identification number assigned to each ballot, the processing of an individual ballot can be reviewed.
- 2.1.39 **Interactive Sample Ballot (ISB):** A web-based solution that enables voters to view their sample ballot online in an accessible and responsive format, digitally pre-mark vote selections prior to arriving at the vote center and generate a QR code (Poll Pass) that may be used to quickly transfer the pre-marked selections when casting a ballot on the BMDs at vote centers.
- 2.1.40 **Non-Responsibility:** This term as used herein will mean a finding by the County that a proposer is incapable of performing as a responsible County

contractor, based on past performance history or other relevant documentation.

2.1.41 **Non-Responsive:** This term as used herein will mean the failure of a proposer to comply with all solicitation requirements making the proposer ineligible for consideration in that specific proposal evaluation process.

2.1.42 **Paper Ballots or Ballots:** One or more physical sheets of paper, issued by the County, upon which are printed the names of the candidates and the ballot titles of measures to be voted on by marking in the designated area.

2.1.43 **Personally, Identifiable Information or PII:** This term as used herein will mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal, financial, or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information will include, but not be limited to, all “non-public personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“U.S.C.”) §6801 et seq.

The County will limit Contractor’s access to the “minimum necessary” amount of PII for Contractor to perform its Services under this Contract. The parties agree the minimum necessary amount of PII for Contractor to perform its Services is basic contact information (name, title, telephone number, email address) for County employees working with Contractor on the Project. County will not cause or require Contractor to create, receive, maintain, transmit, or otherwise view any other internal or external PII.

2.1.44 **Pre-Election Support Activities:** Preparation activities needed to create a system support environment. This includes ramping up the support team, implementing a tracking system, and establishing communication structures and channels between Contractor and County.

- 2.1.45 **Product Backlog:** This term as used herein will mean a list of County prioritized Project activities and user stories. For the purposes of the SOW, the Product Backlog will be maintained in a JIRA instance, or in another format mutually agreed to by the County and the Contractor.
- 2.1.46 **Project:** This term as used herein will mean an engagement described in the Statement of Work in which Contractor provides certain Services and produces certain Deliverables for the County.
- 2.1.47 **Project Software:** This term as used herein will mean the software developed by Contractor specifically hereunder that is included in the Project. Project Software does not include any County Source Materials (including, but not limited to Third-Party Materials (as hereinafter defined)), Contractor proprietary software, or Value-Added Content.
- 2.1.48 **Quality Control Plan:** Contractor's plan to ensure a consistent high level of service throughout the term of an applicable Statement of Work (as hereinafter defined).
- 2.1.49 **Red Hat Enterprise Linux (RHEL):** An enterprise Linux open-source operating system developed by Red Hat for the business market. It is the foundation from which a user can scale existing apps and roll out emerging technologies across bare-metal, virtual, container, and all types of cloud environments.
- 2.1.50 **Registrar-Recorder/County Clerk:** This term as used herein will mean the Head of the Department (Department Head) of Registrar-Recorder/County Clerk of the County of Los Angeles.
- 2.1.51 **Responsible:** As used herein will mean a proposer that has conducted themselves in an acceptable manner as determined by the Board of Supervisors (see County Code 2.202.030) and has the financial and managerial ability to perform the required work.
- 2.1.52 **Responsive:** As used herein will mean a proposal submitted to the County that complies with all solicitation requirements.

- 2.1.53 **Services:** This term as used herein will mean the services provided by Contractor under the SOW to create the Value-Added Content and the Project Software, or to provide knowledge transfer and transitional services.
- 2.1.54 **State:** As used herein, the term will mean the State of California.
- 2.1.55 **Statement of Work or SOW:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services stated in Appendix A (Statement of Work).
- 2.1.56 **Statewide Election:** Major Elections are scheduled to occur twice (2x) every even-numbered year (2024, 2026; etc). In addition, special countywide elections can occur up to one (1) per odd calendar year (2025, 2027; etc).
- 2.1.57 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.58 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.59 **Tally System (Tally):** Part of the VSAP voting system that includes software that was custom developed along with 20 high-speed scanners. This system handles the scanning and processing of ballots and ensures accurate reporting of election results.
- 2.1.60 **Task or task and Subtask or subtask:** As used herein, the terms, whether singular or plural, will mean one of the areas of work to be performed under this Contract, including those identified as numbered Tasks and Subtasks in Appendix A (Statement of Work).

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

Responsibility for Third-Party Materials

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

2.1.62 **Third-Party Software:** This term as used herein will mean any third-party software included in a Project or used by Contractor to develop the Project Software or Value-Added Content. County will be solely responsible for obtaining all necessary licensing rights for Third-Party Software.

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

2.1.64 **VSAP Ballot Layout (VBL):** An application that creates the full-face Vote by Mail (VBM) ballots in print ready PDFs and generates the data files for the VSAP components (Ballot Marking Device (BMD), ISB, and Tally).

3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor will fully perform, complete and deliver on time, all Deliverables and Services.
- 3.2 If the Contractor provides any Deliverables and Services, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against the County.

4 TERM OF CONTRACT

- 4.1 The initial term of this Contract will be one (1) year and six (6) months (“Initial Term”) commencing after execution by the Registrar-Recorder/County Clerk or designee unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County will have the sole option to extend this Contract term for up to two additional one (1) year periods, followed by six (6) additional month-to-month extensions (each an “Extension Option”), for a maximum total Contract term of four (4) years. Each such Extension Option may be exercised at the sole discretion of the Registrar-Recorder/County Clerk or their designee as authorized by the Board in accordance with section 8.1 Amendments.

The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise one or more Extension Option(s).

4.3 The Contractor will notify the Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor will send written notification to the Department at the address herein provided in Appendix E (County’s Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 **Total Contract Sum, Initial Term:** In consideration of the timely completion of the Services and Deliverables during the Initial Term and in accordance with the terms and conditions herein, Contractor will be paid a fixed fee of fifteen million US dollars (\$15,000,000) (“Initial Term Contract Sum”) as specified in Appendix B (Pricing Schedule).

5.1.2 The fees and other applicable rates for the Initial Term of the Contract are set forth in Appendix B (Pricing Schedule). Contractor’s fees will remain firm and fixed prices for the Initial Term of the Contract. The RR/CC or designee, at their sole discretion, may increase the Initial Term Contract Sum up to a maximum of ten percent (10%) of the Initial Term Contract Sum, totaling (\$16,500,000) (“Initial Term Total Contract Sum”) over the Initial Term of the Contract.

5.1.3 **Total Contract Sum(s), Extension Options:** Assuming the scope, terms, and Contractor team size are substantially similar to those in the Initial Term, the budget for each Extension Option Term is

anticipated to increase by approximately five percent (5%) per year (“Extension Option Contract Sum(s)”). For budgeting purposes, the anticipated Extension Option Contract Sum for each Extension Option are as follows:

- 2026 one year Extension Option Contract Sum: \$10,500,000
- 2027 one year Extension Option Contract Sum: \$11,025,000
- 2028 six-month Extension Option Contract Sum: \$5,790,000 (equivalent to \$965,000 per month)

5.1.4 The RR/CC or designee, at their sole discretion, may increase the Extension Option Contract Sum for each Extension Option up to a maximum of ten percent (10%) of each Extension Option Contract Sum (“Extension Option Total Contract Sum(s)”) over each Extension Option Term of the Contract. For budgeting purposes, the maximum anticipated Extension Option Total Contract Sum for each Extension Option are as follows:

- 2026 one year Extension Option Total Contract Sum: \$11,550,000
- 2027 one year Extension Option Total Contract Sum: \$12,127,500
- 2028 six-month Extension Option Total Contract Sum: \$6,369,000 (equivalent to \$1,061,500 per month)

All Extension Options shall be exercised in accordance with section 8.1 Amendments.

5.2 **Written Approval for Reimbursement**

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

5.3 **Notification of 75% of Total Contract Sum**

5.3.1 The Contractor will maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor

will send written notification to the Department at the address herein provided in Appendix E (County's Administration).

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

5.4.1 The Contractor will 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 will immediately notify County and will immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor. This provision will survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor will invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Appendix A (Statement of Work) and elsewhere hereunder. The Contractor will prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Appendix B (Pricing Schedule) and the Contractor will 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 will be due to the Contractor for that work. Such written approval will not be unreasonably withheld.

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

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

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

5.5.5 All invoices under this Contract will be submitted in pdf format via e-mail to the County Project Manager and the County Finance Services Section team (e-mail address below).

Include the Contract Number and address it to the County Project Director. Contractor will also mail a hard copy invoice to:

Registrar-Recorder/County Clerk
Financial Services Section
12400 Imperial Highway
Room 7211
Norwalk, California 90650
E-mail: accountspayable@rrcc.lacounty.gov

5.5.6 County Approval of Invoices

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

5.6 Intentionally Omitted

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 The Contractor will submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County's Project Director

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

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

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

6.3 County's Project Manager

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

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

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

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

6.4 County's Contract Project Monitor

6.4.1 The role of the County's Contract Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Contract Project Monitor reports to the County's Project Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Appendix F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

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

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

7.3 Approval of Contractor's Staff

7.3.1 County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any

proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

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

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

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

7.4.3 If County requests the removal of Contractor's staff, Contractor will retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, will 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 will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the

member of Contractor's staff be removed immediately from performing services under the Contract. Contractor will comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

- 7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.5.4 These terms will also apply to subcontractors of County Contractors.
- 7.5.5 Contractor shall sign, attest, and adhere to Appendix H (Background Check Attestation Form).

7.6 Confidentiality

- 7.6.1 Contractor will maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6 as reasonably determined by County and noticed to the Contractor in writing. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the

preceding sentence, County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

Contractor will sign and adhere to the provisions of Appendix G1-IT (Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement).

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, a mutually agreed upon amendment to the Contract will be prepared and executed by the Contractor and by the RR/CC or designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to make the Contract consistent with the then-current County-wide contracting policies. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract will be prepared, mutually agreed to, and executed by the Contractor and by RR/CC or designee.
- 8.1.3 The County reserves the right to initiate mutually agreeable Change Orders that either (i) do not (a) affect the Contract Term or Contract Sum or payments and (b) materially alter the Contract. All such changes will be executed with a Change Order to this Contract signed by the Contractor and by the County's Project Director (or either such party's designee); provided that any Change Order for Additional Work will

additionally require an additional Statement of Work, or amendment to the Statement of Work, and written approval of County's Chief Information Office and County Counsel. Should the Contractor's costs substantially increase due to an Amendment made pursuant to Paragraph 8.1.2, the parties will negotiate in good faith a Change Order to address those cost increases.

- 8.1.4 For any change which is clerical or administrative in nature and/or does not affect any term or condition of this Contract, a written Change Notice may be prepared and executed by the RR/CC or designee and by the Contractor.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor will notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor will 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 will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(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, not to be unreasonably withheld, of County in accordance with applicable provisions of this Contract.

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Intentionally Omitted

8.6 Compliance with Applicable Law

8.6.1 In the performance of this Contract, Contractor will 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 will indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures (except if, and to the extent, a failure to comply results from (i) the use or inclusion of the County Source Materials, (ii) Contractor's conformance with County provided specifications, or (iii) Contractor's adherence to the County's written instructions or directions), as reasonably determined by County and noticed in writing to Contractor. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, 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 will comply with Appendix 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.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor must have and adhere to a written policy that provides that its Employees must 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 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 fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such

subcontract agreement and a copy of the Jury Service Program will 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 will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor will 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 will immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “contractor” and/or that the Contractor continues to qualify for an exception to the Jury Service Program.
4. Contractor’s violation of this 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, will 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 will 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 will 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 will immediately make full written disclosure of such facts to the County. Full written disclosure will include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor will 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/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will 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 Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors will report all job openings with job requirements to:
start@dpss.lacounty.gov and
BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS
will refer qualified GAIN/GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will 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 will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the

debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will 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 will also apply to subcontractors of County Contractors.

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

8.13.1 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Appendix I, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

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

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will 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 will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The Contractor will 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 will 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 will 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 will 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 will retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor will 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 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The email or electronic signature of the Parties will be deemed to constitute original signatures, and electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (email or electronic signature), as legally

sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party will 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 paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will 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 will 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 subparagraph, 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 will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will 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 will 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 will not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor will 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 will 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 will 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 will adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

8.23.1 The Contractor will indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses

(including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage to the extent arising from (i) the gross negligence or willful or intentional misconduct of the County indemnitees, (ii) the use or inclusion of the County Source Materials, (iii) Contractor's compliance with County provided specifications, or (iv) Contractor's compliance with the County's written directions or instructions. In such case, County's counsel may participate in such defense. Contractor will not enter into any settlement agreement as to such claims without County's consent.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor will provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

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

8.24.2.2 Renewal Certificates will 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 Subcontractor insurance policies at any time.

8.24.2.3 Certificates will 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 will match the name of the Contractor identified as the contracting party in this Contract. Certificates will provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

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

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

Department of Registrar-Recorder/County Clerk
Contracts and Grants Section
12400 Imperial Highway
Room 7211
Norwalk, California 90650
E-mail: contracts@rrcc.lacounty.gov

8.24.2.6 Contractor also will 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 will promptly notify County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a

claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) will 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 will 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 will apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from

Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Will Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will 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 will be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

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

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

8.25 Insurance Coverage

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance will 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 will 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. The written notice will 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. If applicable to Contractor's operations, coverage also will be arranged to satisfy the requirements of any federal workers

or workmen's compensation law or any federal occupational disease law.

Unique Insurance Coverage

8.25.4.1 Intentionally Omitted

8.25.4.2 Professional Liability-Errors and Omissions

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

8.25.4.3 Intentionally Omitted

8.25.4.4 Intentionally Omitted

8.25.4.5 Technology Errors & Omissions Insurance

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$4 million.

8.25.4.6 Cyber Liability Insurance

The Contractor will secure and maintain cyber liability insurance coverage with limits of three million dollars (\$3,000,000) per occurrence and four million dollars (\$4,000,000) aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor will add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.25.47.1 Intentionally Omitted

8.26 Liquidated Damages

8.26.1 If, in the reasonable judgment of the Department Head, or their designee, the Contractor is deemed to be substantially non-compliant with the terms and obligations assumed hereby, the Department Head, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly

payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments

to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or their designee, in a written notice describing the reasons for said action. If Contractor is able to cure the reasons for said action within five (5) days or in a reasonable time period as mutually agreed by the parties in writing, then County will pay Contractor for any withheld or deducted amounts.

8.26.2 If the Department Head, or their designee, reasonably determines that there are deficiencies in the performance of this Contract that the Department Head, or their designee, deems are correctable by the Contractor over a certain reasonable time span, the Department Head, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one thousand dollars (\$1,000) per day if not remedied within the specified time frame or as specified in the Exhibit 2 (Performance Requirements Summary (PRS)) Chart (Statement of Work Exhibit 3) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will 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 unpaid payment to the Contractor from the County, as determined by the County. Liquidated damages under this Contract will not exceed one thousand (\$1,000) per day.

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

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

8.27 Most Favored Public Entity

8.27.1 If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices will be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will 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 will certify to, and comply with, the provisions of Appendix D (Contractor's EEO Certification).

8.28.3 The Contractor will 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 will 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 will comply with all applicable Federal and State laws and regulations to the end that no person will, 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 will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will 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 will 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 will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

8.31.1 The Contractor will 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 will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

8.32.1 The Contractor will notify its employees, and will 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 will be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract will be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Appendices E (County's

Administration) and F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The RR/CC or designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

8.35.1 Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will 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 Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will 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 will 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 will not inhibit

the Contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The Contractor will develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the Contractor will not, and will 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 will not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor will maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor will 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, will 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, will be kept and maintained by the Contractor and will 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 will be maintained by the Contractor at a location in Los Angeles County, or made available electronically provided that if any such material not made available electronically and is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor will 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 will make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 will 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 will 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 will be paid to the Contractor by the County by cash payment, provided that in no event will 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

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

8.40 Subcontracting

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

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

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

8.40.2.2 A draft copy of the proposed subcontract; and

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

Email information above to contracts@rrcc.lacounty.gov

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

- 8.40.4 The Contractor will 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 will 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 will forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor will 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 will obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor will ensure delivery of all such documents to:

Department of Registrar-Recorder/County Clerk
Contracts and Grants Section
12400 Imperial Highway
Room 7112
Norwalk, California 90650
Email: contracts@rcc.lacounty.gov

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

8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support

Compliance Program) will 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 will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will 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 will be no less than thirty (30) days after the notice is sent.

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

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work not 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 will be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

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

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any Deliverables or Services required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Notwithstanding any provision of this Contract, including but not limited to subparagraph 9.10, Contractor will be liable to the County for any and all excess costs incurred by the County, as reasonably determined by the County, for such

similar goods and services up to ten percent (10%) of the pro-rated amount for any related Deliverable(s) as indicated in the SOW Payment Schedule under Invoice Amount. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 8.43.6 The Contractor may, by written notice to the County, terminate the whole or any part of this Contract, if, in the Contractor's reasonable judgment as noticed to the County

in writing that the County has materially breached this Contract, which the County has failed to cure within thirty (30) days after said written notice.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County will 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 must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must 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 or <https://fraud.lacounty.gov/>.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 8.45.1.1 Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

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

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

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

8.47.1 Notwithstanding any other provision of this Contract, the County will 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 will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

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

8.49 Waiver

8.49.1 No waiver by the County of any breach of any provision of this Contract will 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 will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will 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 will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the

full amount of such commission, percentage, brokerage, or contingent fee.

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

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

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

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

8.52.1 Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will 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 will be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

8.53.1 The Contractor will notify its employees, and will 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 will keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

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

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

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

Contractor will comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this 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.

8.57 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Contract.

9 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Ownership of Materials, Software and Copyright

9.3.1 County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract, except propriety materials owned by the Contractor and used in a Project (as to which the Contractor will, upon payment of any of Contractor's invoices as to the deliverable such propriety materials were included within, grant

County an irrevocable, perpetual, non-exclusive, sublicenseable (through multiple tiers), fully paid-up, and transferrable license), and except County Source Materials and Third Party Materials (as to which the County will be solely responsible to obtain all necessary licensing rights). The Contractor, for valuable consideration herein provided, will 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 will maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will 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 will be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 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 Paragraph 9.3 will survive the expiration or termination of this Contract.

9.4 Patent, Copyright and Trade Secret Indemnification

9.4.1 The Contractor will indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract, except to the extent arising from i) the use or inclusion of the County Source Materials, ii) Contractor's conformance with County provided specifications, or iii) the County's written instructions or direction. County will inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and will support the Contractor's defense and settlement thereof.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure (except to the extent arising from i) the use or inclusion of the County Source Materials, ii) Contractor's conformance with County provided specifications, or iii) the County's written instructions or direction), such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, will 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 will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.5 Intentionally Omitted

9.6 Data Retention

For at least seven (7) years, County will maintain a tracked version of the Project and will, at County's reasonable discretion, make it available to Contractor in the event of reasonable anticipation of litigation against Contractor relating to the Project; provided that Contractor will at all times encrypt any such copy pursuant to then-current encryption standards reasonably agreed to by the County and Contractor.

9.7 Intentionally Omitted

9.8 Intentionally Omitted

9.9 Intentionally Omitted

9.10 Limited Liability

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

9.12 Compliance with County's Women in Technology Hiring Initiative

At the direction of the Board, the County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report such programs available to: WITProgram@isd.lacounty.gov.

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

COUNTY OF LOS ANGELES

THE DIGITAL FOUNDRY, INC.

DEAN C. LOGAN
Registrar-Recorder/County Clerk

Name

Title

Tax Identification Number

APPROVED AS TO FORM:

DAWYN R. HARRISON County Counsel

By _____
Deputy County Counsel

STATEMENT OF WORK (SOW)
TALLY SYSTEM AND VOTING SOLUTIONS FOR ALL PEOPLE (VSAP)
BALLOT LAYOUT (VBL) 4.0 SOFTWARE DEVELOPMENT

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK.....	1
	Objective.....	1
	Background.....	1
2.0	TASKS AND DELIVERABLES.....	3
	Project Schedule.....	3
	Tasks.....	4
	Deliverables.....	8
	Deliverable Schedule.....	9
3.0	RESPONSIBILITES.....	11
4.0	WORK SCHEDULE AND LOCATION.....	12
5.0	QUALITY CONTROL.....	13
6.0	QUALITY ASSURANCE PLAN.....	14
7.0	UNSCHEDULED WORK.....	14
8.0	INCLUSION OF THIRD-PARTY SOFTWARE.....	15

Statement of Work Exhibits

- 1. CONTRACT DEFICIENCY REPORT
- 2. TASK/DELIVERABLE ACCEPTANCE CERTIFICATE
- 3. PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
- 4. LIST OF THIRD PARTY SOFTWARE

1.0 SCOPE OF WORK

Objective

Through this Statement of Work (SOW), the County of Los Angeles Registrar-Recorder/County Clerk (RR/CC) is seeking to obtain enhancements to the Voting Solutions for All People (VSAP) 3.0 Tally System Version 3.0.20 (Tally or Tally System) and VSAP Ballot Layout Application Version 2.0.21 (VBL) components (hereafter referred to as Project) of the VSAP solution.

This Project will provide additional software planning and implementation of the Tally and VBL components for VSAP version 4.0 that adds support for California Secretary of State Use Conditions ([vsap-3-approval.pdf \(ca.gov\)](#)) and other new features/capabilities, as well as software support during elections over the periods specified in the Project Schedule below. Digital Foundry, Inc. (Contractor) will provide its Services as hereinafter defined to successfully complete the work set forth in this Statement of Work (SOW).

Background

The RR/CC is one of 38 departments in Los Angeles County, California which serves a population of over 10 million residents. The RR/CC is responsible for registering voters; maintaining voter files; administering federal, State, local, and special elections; and verifying initiatives, referenda, and recall petitions. Los Angeles County (County) is the largest and most complex county election jurisdiction in the country with over 500 political districts and over 5.6 million registered voters. The RR/CC also records real property documents; maintains vital records of births, deaths, and marriages; issues marriage licenses; performs civil marriage ceremonies; oversees countywide records management and archives programs; and processes business filings and other documents.

The VSAP system and program was developed by the RR/CC in 2009 in response to an antiquated voting system and increasingly large and complex electorate. The project sought to develop a new voter centric system to maximize stakeholder participation. Through field research and coalition building, the RR/CC pioneered a new voter-centered approach to voting system design and development. Part of the approach included replacement of antiquated voting equipment, with new technologically advanced voting equipment in addition to network connected vote centers. VSAP included development of the Tally System to support tallying of voted paper ballots and other election operation services, and VBL to support ballot generation and integration of election results for the County's complex electoral jurisdiction.

Tally receives digital images of voted paper ballots from one or more scanner output directories, uses digital image processing tools and techniques to recognize and adjudicate the votes cast on the ballots, and tabulates and reports the results in accordance with applicable law and regulations. The Tally System is capable of processing both hand-marked full-face Vote-By-Mail (VBM) ballots, as well as machine-

printed ballots produced by the VSAP Ballot Marking Device (BMD) and will support reading and decoding QR codes printed on both types of ballots. The Tally System will verify the authenticity of ballots being processed and will keep logs and batch processing information to support independent ballot-level audits of election results.

VBL takes ballot content from the Election Contest Ballot Management System (ECBMS) in a standard data-interchange format and lays it out in the VBM and BMD ballot print formats required by VSAP specifications. It also generates data files and packages necessary to configure the various VSAP components for an election, integrates them into a comprehensive end-to-end voting solution, and supports integration of election results with an external ECBMS.

On March 31, 2022, the RR/CC completed Tally Version 3.0 and VBL Version 2.0 and certified VSAP 3.0 with the California Secretary of State. Tally added features and enhancements to improve performance and operational support. VBL added six (6) new required languages (Mongolian, Indonesian, Telegu, Gujarati, Bengali, and Burmese) for VBM and BMD ballot layouts and an improved user interface with added features such as election file versioning and more customizable VBM full-face ballot layout customizations.

On September 11, 2023, the County engaged with the Contractor to research and architect software upgrades and enhancements. The primary emphasis was on cybersecurity prerequisites mandated by the California Secretary of State such as Full-Disk Encryption (FDE) compliance, Federal information Processing Standards (FIPS), migration from an end-of-life operating system, and adherence to the new California Voting Standards Guidelines (CVSS). Additional emphasis was on strategic user enhancements to augment system flexibility in response to evolving legislative requirements, additional language support, and modifications to ballot content.

The efforts outlined in the SOW build upon the foundation established in the previous contracts with Contractor and builds towards the County's longer-term objective to complete and certify these upgrades by the end of 2025 and deploy them for the first time in the 2026 elections.

Definitions

Please refer to Paragraph 2.0 of Contract #24-001 entered into by and between Contractor and the County (Contract) for a listing of definitions.

2.0 TASKS AND DELIVERABLES

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

- Apply knowledge of current industry standards and best practices.

- Be consistent with VSAP General Voting System Principles. See <http://vsap.lavote.net/principles/> for more information.
- Comply with the applicable requirements set forth in the CVSS and applicable California laws and regulations affecting voting systems testing and certification as interpreted, prioritized, and accepted by County staff and their designees.

Under the direction of County and using County Source Materials, Contractor will provide Services and Deliverables according to the Project Schedule (Project Schedule), Tasks, and Deliverables descriptions below.

Project Schedule

Services	Resources (Blended Contractor Core Team (12.6 core team members))	Initial Core Team Roles	Duration	Period	
				Start Date	End Date
Task 1 – Program Management	Approx. 3 team members	- Engagement Lead - Program Manager - System Architect	78.6 weeks	07/01/2024	12/31/2025
Task 2 – Tally and VBL Implementation Task 3 – Election Support Task 4 – Disaster Recovery Plan	Approx. 9.6 team members (up to 3 of these resources may be used for Task 3 - Election Support)	- Software Developer(s) - QA Engineer(s) - Designer(s) - Technical Writer(s)	78.6 weeks	07/01/2024	12/31/2025

Tasks

1. Task 1 - Program Management

During the Project Schedule Period as set forth in the table above (i.e., 07/01/2024-12/31/2025) (Period) and utilizing the resources specified for Task 1 in the Project Schedule, Contractor will 1) provide Task 2 and Task 3 oversight, 2) help produce Project related documentation when prioritized by the County in the Product Backlog (currently managed in the County’s instance of Jira), and 3) be available for VSAP system integration support.

2. Task 2 – Tally and VBL Implementation

During the Period and utilizing the resources specified for Task 2 in the Project Schedule, Contractor and County software engineering teams will conduct a series of Agile implementation sprints (typically a two-week implementation cycle) to develop the Tally System and VBL software as defined in the Product Backlog.

Prior to each sprint, County will prioritize the user stories and activities from the then-current Product Backlog. Using the prioritized Product Backlog, Contractor will assign story points to a set of user stories and activities to be implemented during the upcoming sprint, subject to the Contractor resources allocated under this SOW. For this reason, it is possible that not all specified user stories will be implemented. The County, however, will hold the final decision on the user stories

to be considered for implementation. Contractor will provide a demonstration of its progress at the end of each sprint.

Task 2 consists of implementation activities for the epics listed below. Some of these activities are carried out jointly by the Contractor and County teams, as they involve integrating the software into County systems and hardware. Additionally, the County is responsible for proofing materials, reports, and documentation in various languages.:

- **Operating System Update:** Continue the migration from CentOS 7 (support ends June 2024) to Red Hat Enterprise Linux. Carried out by both Contractor and County teams.
- **FIPS 140-2:** The conditional approval of VSAP 3.0 includes a list of use conditions, one of which is that the system must use only validated FIPS 140-2 cryptographic modules. Contractor will work towards compliance with the use conditions, but this effort is dependent on guidance and input from the County. Carried out by both Contractor and County teams.
- **Full-Disk Encryption (FDE):** The conditional approval of VSAP 3.0 includes a use condition stating that the subsequent version of VSAP submitted to the California Secretary of State must have FDE implemented and deployed. Contractor will assist the County in planning and testing FDE for the VBL and Tally components of VSAP. Since the County owns the hardware, County will be responsible for the implementation of FDE. If it is determined that FDE cannot be implemented and deployed to one or all of these components, potentially impacting the system's accuracy, efficiency, or performance, the County will document these findings and submit them to the California Secretary of State. Carried out by both Contractor and County teams.
- **Voluntary Voting System Guidelines (VVSG) 2.0:**
 - Principle 3: Transparent - Primarily focused on expanding VSAP documentation.
 - Principle 9: Auditability - Updates to audit, logging, and reporting to meet new audit requirements.
 - Principle 11: Access Control - Security protecting sensitive data, preventing unauthorized modifications, ensuring compliance with regulations and safeguarding against cyber threats such as unauthorized access, data breaches, and insider attacks.
 - Principle 15: Detection and Monitoring - Combination of automated tools, such as intrusion detection systems and log management, alongside manual analysis.

VVSG 2.0 is a collaboration between the Contractor and the County to define, prioritize, and implement enhancements to address VVSG 2.0. Operational tasks will be implemented by the County.

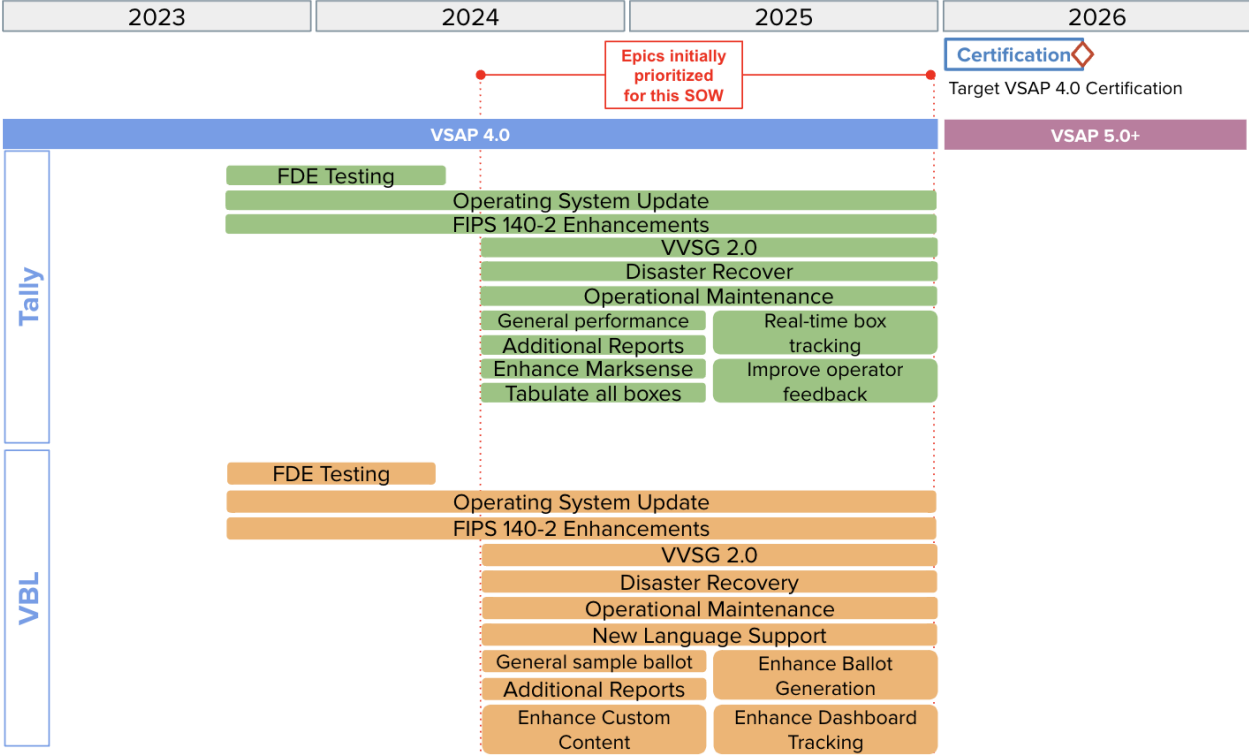
- **New Languages:** Currently, the RR/CC supports twenty (20) languages (including English). Pending legislation, Assembly Bill 884 (2023-2024), may require the County to support ballots and election materials in up to 23 new languages, including Amharic, Assyrian, Neo-Aramaic, Bulgarian, Croatian, French, Ganda, German, Greek, Haitian, Hebrew, Italian, Lao, Pashto, Polish, Portuguese, Punjabi, Sinhala, Swiss German, Tigrinya, Turkish, Urdu, which RR/CC may prioritize for implementation in the Project Backlog. If prioritized, Contractor will implement up to four (4) languages. If fewer than four (4) languages are prioritized for implementation, then Contractor will work on other Project Backlog items as prioritized by County.
- **System Integration Support:** Support end-to-end VSAP 4.0 integration testing with dependent systems (e.g. Ballot Marking Device (BMD), Interactive Sample Ballot (ISB), etc.)
- **Tally Enhancements:**
 - Performance improvements enhancing overall system efficiency, responsiveness, and reliability in ballot processing and report generation. These enhancements impact time-sensitive activities, including election night reporting, generating large cast vote record files for millions of ballots, and manual recounts during canvass.
 - Increase reliability of real-time box tracking. These improvements impact the ability to quickly identify and resolve issues with boxes during ballot processing. Not only does this save time, but it also ensures accuracy in the critical process of locating ballots in storage.
 - Add required election result reports, which are posted to the County website and used for certifying an election to the California Secretary of State.
 - Statement of Result of Votes Cast (California Elections Code 19380)
 - Results by precinct
 - Results by district, city and community
 - Tally Interface Enhancements:
 - Enhance operator monitoring and awareness by implementing alerts and providing additional details.
 - Implement new reports to improve real-time operational awareness and facilitate diagnosing potential problem areas.
 - Ballot reject statistics that includes time, system, ballot type, and reject code. This data helps identify any error patterns for fixing and preventing future errors.
 - Having the ability to identify errors are essential for diagnosing system problems. This report provides the necessary data to quickly identify and address system errors with relevant information.
 - Vote center report that displays ballots and totals by time and day, essential for auditing ballots received from the vote center and ballot processing center.

- The confidence level by contest is determined based on how a ballot is marked and the percentage of the voting circle that is filled in, to assess the overall accuracy.
 - Implement a new customizable observer dashboard that includes election night statistics and graphs to improve transparency to the public and media.
- **VBL Enhancements:**
 - Generate sample ballot booklet voting pages based on the VBM ballot, formatted to fit 8.5" x 11" paper and customized with specific headings and formatting.
 - Generate and enhance box cards for tracking ballots in boxes, incorporating BMD, VBM, and remake types, and expanding the number of available boxes.
 - Enhance flexibility in configuring multilingual ballots to maximize space utilization and reduce costs by minimizing card counts.
 - Adjust font sizes by field
 - VBM formatting including headers, column padding, field merging
 - BMD formatting including column start options, field merging
 - Enhancements to smart ballot generation to reduce processing time.
 - Partial generation by party or contests
 - Search for disassociated glyphs in ballot files
 - Split VBM ballot PDFs into single card PDFs for print vendor
 - Upload and manage font files
 - Layout enhancements to superset generation that contains all contests and ballots in on a single ballot by language. Used for proofing ballots and translation guides.
 - Add formatting options to custom content for full-face VBM ballots and BMDs
 - Alignment
 - Bold
 - Underline
 - Carriage return
 - Bullet points
 - Enhance dashboard's ability to provide situational awareness (e.g. custom content tracking, party color assignment, box card generation, election export status)
 - New reports for production printing and billing purposes.
 - Ballot layout card count to track final layout pages sent to vendor filtered by language.
 - Election summary giving an overview or total cards produced by language and test ballot counts

- **Operational Maintenance:** Update critical components of the tech stack (e.g. JavaScript libraries and NodeJS, Golang, Cassandra base image, RabbitMQ base image, etc.)

The visualization below indicates the epics initially prioritized for implementation by the County under this SOW:

Tally and VBL Roadmap



During implementation, the Contractor will test the Project Software to ensure it meets the acceptance criteria defined by the County and captured in the Project Backlog. The testing will include:

- **Unit Testing:** Tests written during or after implementation of a feature. The goal is to test the smallest piece of code that can be logically isolated in a system, and run unit tests to ensure everything passes prior to merging it into the main branch.
- **Manual Testing:** Testing through the user interface to verify that stories are implemented as defined in the acceptance criteria and captured in the Project Backlog. Manual testing generally occurs once the code is merged.
- **User Acceptance Testing:** This testing is owned by the County to verify that the Project Software Deliverable meets the County’s operational and contractual requirements. The Contractor will review any issues reported by the County and resolve defects prioritized by the County.

- **End to End Integration Testing:** Testing done to validate that changes, updates, and enhancements to VBL and Tally allow for end-to-end processing of an election.

3. Task 3 - Election Support

During the Period and utilizing the resources specified for Task 3 in the Project Schedule, Contractor will perform election support activities when prioritized by the County in the Product Backlog. Contractor will investigate reported Tally and VBL related issues and discuss potential solutions with County.

Contractor will provide software support for the following elections:

- November 5, 2024 – Presidential General Election

All work shall be performed during normal business hours from Contractor's office or remotely, and/or County's offices in Los Angeles, CA, as reasonably determined by the SPOC (the County's designated point of contact under this SOW with respect to the day-to-day administration of this SOW).

4. Task 4 – Disaster Recovery Plan

Contractor will work with County to plan and document the disaster recovery plan of Tally and VBL for elections (Disaster Recovery Plan). The plan outlines procedures to be followed in the event that tally operations, located at the Ballot Processing Center, 13401 Crossroads Parkway N., City of Industry, CA 91746, become uninhabitable due to fire, earthquake, or other mitigating circumstances. Contractor shall support the County team by participating in Tally and VBL disaster recovery discussions with stakeholders.

Contractor will switch its Services to transitional support (e.g., issue investigation, issue resolution, deployment support, knowledge transfer) twelve (12) weeks before the Project Schedule end date (i.e., 12/31/2025) unless a subsequent SOW is in place for additional "*program management, Tally and VBL implementation, and election support*" at that time.

Deliverables

Contractor Deliverables will consist of Project documentation and Project Software written and demonstrated by Contractor in accordance with the Deliverables Schedule below. Contractor will submit a Task/Deliverable Acceptance Certificate (SOW Exhibit 2) along with evidence of deliverable completion to the County for review and approval prior to submitting an invoice. Contractor shall only submit Deliverable invoices after receiving an approved Task/Deliverable Acceptance Certificate signed by the County.

Deliverables Schedule

Deliverables	Delivery Date(s)
<ul style="list-style-type: none"> • Month 1 Status Report • VBL Project Software 1 and Release Notes • Tally Project Software 1 and Release Notes 	July 26, 2024
<ul style="list-style-type: none"> • Month 2 Status Report • VBL Project Software 2 and Release Notes • Tally Project Software 2 and Release Notes 	August 30, 2024
<ul style="list-style-type: none"> • Month 3 Status Report • VBL Project Software 3 and Release Notes • Tally Project Software 3 and Release Notes 	September 27, 2024
<ul style="list-style-type: none"> • Month 4 Status Report • VBL Project Software 4 and Release Notes • Tally Project Software 4 and Release Notes 	October 25, 2024
<ul style="list-style-type: none"> • Month 5 Status Report • VBL Project Software 5 and Release Notes • Tally Project Software 5 and Release Notes 	November 29, 2024
<ul style="list-style-type: none"> • Month 6 Status Report • VBL Project Software 6 and Release Notes • Tally Project Software 6 and Release Notes • Updated VBL User & Build Guide • Updated Tally User & Build Guide 	December 27, 2024
<ul style="list-style-type: none"> • Month 7 Status Report • VBL Project Software 7 and Release Notes • Tally Project Software 7 and Release Notes 	January 31, 2025
<ul style="list-style-type: none"> • Month 8 Status Report • VBL Project Software 8 and Release Notes • Tally Project Software 8 and Release Notes 	February 28, 2025
<ul style="list-style-type: none"> • Month 9 Status Report • VBL Project Software 9 and Release Notes • Tally Project Software 9 and Release Notes 	March 28, 2025
<ul style="list-style-type: none"> • Month 10 Status Report • VBL Project Software 10 and Release Notes • Tally Project Software 10 and Release Notes 	April 25, 2025
<ul style="list-style-type: none"> • Month 11 Status Report • VBL Project Software 11 and Release Notes • Tally Project Software 11 and Release Notes 	May 30, 2025
<ul style="list-style-type: none"> • Month 12 Status Report • VBL Project Software 12 and Release Notes • Tally Project Software 12 and Release Notes • Updated VBL User & Build Guide • Updated Tally User & Build Guide 	June 27, 2025
<ul style="list-style-type: none"> • Month 13 Status Report • VBL Project Software 13 and Release Notes • Tally Project Software 13 and Release Notes 	July 25, 2025
<ul style="list-style-type: none"> • Month 14 Status Report • VBL Project Software 14 and Release Notes • Tally Project Software 14 and Release Notes 	August 29, 2025
<ul style="list-style-type: none"> • Month 15 Status Report • VBL Project Software 15 and Release Notes • Tally Project Software 15 and Release Notes 	September 26, 2025

APPENDIX A
Digital Foundry Contract #24-001
Statement of Work (SOW)

<ul style="list-style-type: none"> • Month 16 Status Report • VBL Project Software 16 and Release Notes • Tally Project Software 16 and Release Notes 	October 31, 2025
<ul style="list-style-type: none"> • Month 17 Status Report • VBL Project Software 16 and Release Notes • Tally Project Software 16 and Release Notes 	November 28, 2025
<ul style="list-style-type: none"> • Month 18 Status Report • VBL Project Software 16 and Release Notes • Tally Project Software 16 and Release Notes • Final VBL User & Build Guide • Final Tally User & Build Guide • Disaster Recovery Plan 	December 26, 2025

1. Monthly Software Support Backlog Review and Status Report

The Contractor, in collaboration with the County development team, is responsible for providing monthly status reports summarizing Tasks 1, 2, and 3. The initial status report will include information about the support structure and team members. Throughout the Period, the Contractor will promptly notify the SPOC of any changes to the Contractor support team and ensure that such changes are documented in the subsequent status report. All Contractor personnel assigned to work on the SOW remains subject to County approval. County may reasonably request removal and replacement of Contractor personnel working under the SOW at any time.

The status report will encompass essential elements, including a comprehensive sprint summary, an overview of the issue status, a detailed account of project risks, and summaries of ongoing discussions.

2. Technical Documentation

The Contractor, in collaboration with the County development team and in accordance with the Deliverables Schedule, is responsible for maintaining accurate technical documentation prioritized by the County in the Product Backlog. The final Deliverable will include a final version of the technical documentation outlined in the Deliverable Schedule. Examples of such documentation include:

- a. Project Software release notes.
- b. Project documentation requested by County and required by the California Secretary of State for certification based on the CVSS, such as:
 - i. California Use Procedures
 - ii. Technical Specifications
 - iii. User Documentation (e.g., users guides and manuals)
 - iv. Revisions to Project documentation based on feedback from SOS

Technical documentation will be written to a degree of granularity agreed upon by the County and Contractor. The documentation shall be edited and proofed by

Contractor to ensure completeness and accuracy, and shall use clear, plain language as much as possible to ensure general readability but assumes the reader will have a reasonable level of technical competency required to use and maintain the Tally and VBL systems.

3. Project Software written by Contractor

The Contractor is responsible for providing Project Software written by Contractor per the Deliverables Schedule. For reference, Project Software is defined in the Definitions section of the Contract.

4. Disaster Recovery Plan

Contractor will work with County to create and deliver a Disaster Recovery Plan specifically for VBL and Tally in the event of a disaster during an election. The Contractor, in collaboration with the County operation team, is responsible for providing a Disaster Recovery Plan before the conclusion of the period.

The Disaster Recovery Plan should contain an overview of RR/CC's disaster recovery objectives and scope, a description of the disaster recovery solution, and known limitations and mitigation plans of the potential solutions.

Deliverable Acceptance Criteria

Contractor shall provide the required resources to carry out the activities described in Tasks 1-4. Deliverables will not be approved for payment until SPOC has provided sign off after verified completion. Format of sign off will be mutually agreed upon by Contractor and RR/CC.

3.0 RESPONSIBILITIES

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

COUNTY

Throughout the duration of the Contract, the RR/CC will:

1. Ensure that all necessary RR/CC personnel are available to Contractor in a timely manner and ensure cooperation of other contractors, vendors and partners as needed.
2. Provide Contractor with the necessary physical and/or system access.

CONTRACTOR

Throughout the duration of the Contract, the Contractor will:

1. Provide contact information for essential Project personnel dedicated to the RR/CC.
2. Recruitment and management of all Contractor resources. This includes handling of any employee relations issues, replacement of resources as needed, and timekeeping maintenance of any relevant Contractor applications.

4.0 WORK SCHEDULE AND LOCATION

4.1 Location

Contractor must maintain an office with a telephone in the company's name where the Contractor conducts business. Contractor will not be required to perform its services outside of normal business hours. Contractor will perform its services remotely, at Contractor's office, and occasionally at County facilities when mutually agreed upon by Contractor and RR/CC. Contractor must be available remotely during normal business hours, Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service must be available to receive calls. The Contractor must answer calls received by the answering service during the same business day receipt of the call.

4.2 Project Manager

Contractor must provide a full-time Contractor Project Manager and designated alternate.

- County must have access to the Contractor Project Manager for the duration of the Contract during business hours.
- Contractor Project Manager will act as the Contractor's central point of contact with the County.
- Contractor Project Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contractor Project Manager/alternate must be able to effectively communicate, in English, both orally and in writing.

4.3 Personnel

Contractor must provide the County with a blended team of approximately fifteen employees (approximately 12.6 core team members plus support resources) with practical knowledge of VSAP 3.0 Tally and VBL to support the anticipated daily operations and respond to issues that may arise. Team roles shall include digital product lead(s), architect(s), senior software engineer(s), software engineer(s), and quality assurance engineer(s), as needed. Contractor must provide a report listing the support team members and their role, which will be reviewed and approved by the County

SPOC. The SOW will be based on the scheduled allocation of Contractor resources, the prompt delivery of County Source Materials, and the timely participation of County resources. For these reasons, all items in the Product Backlog may not be implemented. Contractor will be required to background check their employees.

4.4 Additional Terms

County must provide County Source Materials, Contractor must use materials and equipment that are safe for the environment and safe for use by the Contractor personnel. Contractor may utilize County-provided materials to perform the Services and provide the Deliverables identified in this SOW.

County will limit Contractor's access to the "minimum necessary" amount of confidential information (including, but not limited to County Data, PII, etc.) for Contractor to perform its Services, and County will not cause or require Contractor to create, receive, maintain, transmit, or otherwise view any other confidential information. Further, all County confidential information will be provided by County in accordance with its privacy and information security policies. As a condition of beginning and continuing work under the SOW, Contractor must adhere to the County's privacy and information security policies as set forth and incorporated into the Contract in the Contractor's treatment, handling, use, retention, and destruction of County Data and confidential information.

4.5 Background and Security

Contractor personnel performing work under this SOW are required to undergo and pass to the satisfaction of the County, a background and security investigation as a condition of beginning and continuing work under a SOW. The County may request that such investigation(s) be conducted periodically during the term of any SOW.

5.0 QUALITY CONTROL

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

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

6.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under the Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Paragraph 8.15, County's Quality Assurance Plan.

6.1 Meetings

Contractor is required to attend scheduled meetings.

6.2 Contract Deficiency Report (Exhibit 1)

Verbal notification of a contract discrepancy will be made to the SPOC as soon as possible whenever a contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by County and Contractor. The SPOC will determine whether a formal Contract Discrepancy Report must be issued. Upon receipt of this document, Contractor is required to respond in writing to the SPOC as soon as possible acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report must be submitted to the SPOC within two (2) business days. Contractor shall resolve Deficiency within a time period mutually agreed upon by the County and Contractor.

6.3 County Observations

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

7.0 UNSCHEDULED WORK

7.1 The SPOC or their designee may authorize Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or to add to, modify or refurbish existing facilities.

7.2 Prior to performing any unscheduled work, Contractor must prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds estimate, the SPOC or their designee must approve the excess cost. In any case, no unscheduled work must commence without written authorization.

7.3 When Contractor is aware a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor must, to the extent applicable and reasonable, take necessary measures to prevent imminent

danger and contact the RR/CC for approval before beginning the work. A written estimate must be sent within twenty-four (24) hours for approval. Contractor must submit an invoice to the SPOC within seven (7) working days after completion of the work.

- 7.4 All unscheduled work must commence on the established specified date. Contractor must proceed diligently to complete said work within the time allotted.
- 7.5 County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

8.0 INCLUSION OF THIRD-PARTY SOFTWARE (EXHIBIT 4)

In addition to the Third Party Materials provided or approved for use by the County, the following Third Party Software may be included in a Deliverable or utilized as part of the Services provided under this SOW. County may request Contractor to provide an updated list of Third Party Software throughout the engagement. See **Exhibit 4** for more information.

STATEMENT OF WORK (SOW) EXHIBITS

TABLE OF CONTENTS

Exhibits 1 - 4

- 1 CONTRACT DEFICIENCY REPORT
- 2 TASK/DELIVERABLE ACCEPTANCE CERTIFICATE
- 3 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
- 4 LIST OF THIRD PARTY SOFTWARE

EXHIBIT 1

CONTRACT DEFICIENCY REPORT

TO:

FROM:

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

DEFICIENCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT 2

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

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

EXHIBIT 3

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
CONTRACT: Paragraph 7.0 (Administration of Contract-Contractor) Paragraph 7.2 (Contractor's Project Manager)	Contractor shall notify the County in writing of any change in name or address of the Contractor Project Manager.	Inspection and Observation.	n/a
CONTRACT: Paragraph 8.0 (Standard Terms and Conditions) Paragraph 8.24.5 (Failure to Maintain Insurance)	Contractor shall maintain or provide acceptable evidence that it maintains the required insurance under the Contract or it shall constitute a material breach of the Contract.	Inspection and Observation.	n/a
CONTRACT: Paragraph 8.0 (Standard Terms and Conditions) Paragraph 8.26 (Liquidated Damages)	Contractor shall correct Deficiencies identified by Department Head or designee within specified time frames.	Contract Deficiency Report Form	\$1,000 per day.
CONTRACT: Paragraph 8.0 (Standard Terms and Conditions) Paragraph 8.38 (Record Retention and Inspection-Audit Settlement)	Contractor to maintain all required documents as specified in Paragraph 8.38. Failure to comply will constitute a material breach of the Contract.	File Inspection.	n/a
CONTRACT: Paragraph 8.0 (Standard Terms and Conditions) Paragraph 8.40 (Subcontracting)	Contractor shall obtain County's written approval prior to subcontracting any work. Failure to comply will constitute a material breach of the Contract.	Inspection and Observation.	n/a
Statement of Work: Task 1-4 (Task 1 – Program Management, Task 2 – Tally and VBL Implementation, Task 3 – Election Support, Task 4 – Disaster Recovery Plan) Statement of Work: Section 2.0 (Tasks and Deliverables)	Contractor shall complete all Deliverables assigned to Task 1 and Task 2 by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date.	Sprint Status Reports and Release Notes. Inspection.	\$500 per occurrence.

APPENDIX A
Contract #24-001
Statement of Work Exhibits

Statement of Work: Section 5.0 (Quality Control)	Contractor shall submit a Quality Control Plan (QCP) and, if requested in writing by County, on not less than an annual basis following Contract award.	Report Submission.	n/a
Statement of Work: Section 6.0 (Quality Assurance Plan)	Contractor's representative shall attend all scheduled monthly meetings.	Attendance and Observation.	n/a
Statement of Work: Section 6.0 (Quality Assurance Plan) Sub-Section 6.2	Contractor shall acknowledge reported discrepancies or present contrary evidence to County Project Monitor within three workdays upon receipt of a formal Contract Discrepancy Report.	Inspection and Discrepancy Report.	n/a
Statement of Work: Section 6.0 (Quality Assurance Plan), Sub-section 6.2	Contractor shall submit a plan for correction of all deficiencies identified in Contract Discrepancy Report to County Project Monitor within three workdays.	Inspection/Discrepancy Report.	n/a
Statement of Work: Section 6.0 (Quality Assurance Plan), Sub-section 6.2	Contractor shall resolve discrepancy within a time period mutually agreed to by County and Contractor.	Inspection/Discrepancy Report.	\$300 per occurrence.
Statement of Work: Section 4.0 (Work Schedule and Location), Sub-section 4.2 (Project Manager)	Contractor's Project Manager and alternate shall be available and accessible to RR/CC via telephone or e-mail during regular business hours.	Observation.	\$200 per day.
Statement of Work: Section 4.0 (Work Schedule and Location), Sub-section 4.3 (Personnel)	Contractor shall be required to background check their employees as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Contract.	Inspection.	n/a
Statement of Work: Section 6.0 (Unscheduled Work)	Contractor shall prepare and submit a written description (including labor and materials estimate) prior to performing any unscheduled work.	Inspection.	n/a

EXHIBIT 4

LIST OF THIRD PARTY SOFTWARE

Go Language	bind-export-libs	libcurl	plymouth-scripts
Sarama	bind-libs	libdaemon	polycycoreutils
Sarama-Cluster	bind-libs-lite	libdb	polycycoreutils-python
gocql	bind-license	libdb-utils	polkit
go.uuid	bind-utils	libdrm	polkit-pkla-compat
Testify	binutils	libedit	popt
Objx	biosdevname	libestr	procps-ng
Bootstrap	btrfs-progs	libevent	psmisc
960 Grid System	bzip2-libs	libfastjson	pth
ZBar	ca-certificates	libffi	pygpgme
DCOS	centos-logos	libgcc	pyldb
Zookeeper	centos-release	libgcc	pylibzma
Kafka	checkpolicy	libgcrypt	pytalloc
Cassandra	chkconfig	libgomp	python
Linux	chrony	libgpg-error	python-configobj
Docker Compose	cifs-utils	libidn	python-decorator
jwt-go	contrack-tools	libini_config	python-firewall
paramiko	containerd.io	libldb	python-gobject-base
scp.py	container-selinux	libmnl	python-iniparse
packr	coreutils	libmount	python-IPy
gocv	cpio	libndp	python-libs
OpenCV	cracklib	libnetfilter_contrack	python-linux-procfs
bootstrap tables	cracklib-dicts	libnetfilter_cthelper	python-perf
Go Data Structures	cri-tools	libnetfilter_cttimeout	python-pycurl
Typeahead.js	cronie	libnetfilter_queue	python-pyudev
spacemonkeygo/openssl	cronie-anacron	libnfnetwork	python-schedutils
OpenSSL	crontabs	libnfsidmap	python-slip
MySQL	cryptsetup	libnl3	python-slip-dbus
go-charts	cryptsetup-libs	libnl3-cli	python-tdb
go-sql-driver/mysql	cups-libs	libpath_utils	python-urlgrabber
sass	curl	libpcap	pyxattr
node	cyrus-sasl-lib	libpciaccess	qrencode-libs
npm	dbus	libpipeline	quota
npm - skin-deep	dbus-glib	libpng	quota-nls
npm - react-test-renderer	dbus-libs	libpwquality	readline
node-sass	dbus-python	libref_array	rootfiles
chokidar	device-mapper	libreport-filessystem	rpcbind
glob	device-mapper-event-	libseccomp	rpm
command-line-args	device-mapper-libs	libselinux	rpm-build-libs
Go client for Kubernetes	device-mapper-	libselinux-python	rpm-libs
Kubernetes	dhclient	libselinux-utils	rpm-python
Freetype	dhcp-common	libsemanage	rsync
Plot.ly	dhcp-libs	libsemanage-python	rsyslog
martinlindhe/base36	diffutils	libsepol	samba
Go force export	dmidecode	libsmartcols	samba-client
Go Exception	docker-ce	libsmbclient	samba-client-libs
golang.org/x/image	docker-ce-cli	libss	samba-common

APPENDIX A
Contract #24-001
Statement of Work Exhibits

errors	dracut	libssh2	samba-common-libs
babel	dracut-config-rescue	libstdc++	samba-common-tools
babel-eslint	dracut-network	libsysfs	samba-libs
babel-loader	e2fsprogs	libtalloc	screen
babel-plugin-istanbul	e2fsprogs-libs	libtasn1	sed
babel-jest	ebtables	libtdb	selinux-policy
babel-plugin-require-context-	elfutils-default-yama-	libteam	selinux-policy-targeted
babel-preset-env	elfutils-libelf	libtevent	setools-libs
babel-preset-react	elfutils-libs	libtirpc	setup
mocha	ethtool	libunistring	sg3_utils
mocha-jsdom	exfat-utils	libuser	sg3_utils-libs
mocha-loader	expat	libutempter	shadow-utils
mocha-webpack	file	libuuid	shared-mime-info
mock-local-storage	file-libs	libverto	slang
jest	filesystem	libverto-tevent	snappy
chai	findutils	libwbclient	socat
chai-enzyme	fipscheck	libxml2	sqlite
dirty-chai	fipscheck-lib	libxslt	sudo
sinon	firewalld	linux-firmware	sysstat
sinon-chai	firewalld-filesystem	lm_sensors-libs	systemd
identity-obj-proxy	freetype	logrotate	systemd-libs
eslint	fuse-exfat	lshw	systemd-sysv
eslint-config-node	fuse-libs	lsf	sysvinit-tools
eslint-config-promise	fxload	lsscsi	tar
eslint-config-standard	gawk	lua	tcp_wrappers
eslint-config-standard-react	gdbm	lz4	tcp_wrappers-libs
eslint-loader	GeoIP	lzo	teamd
eslint-plugin-flowtype	geopupdate	make	trousers
eslint-plugin-import	gettext	man-db	tuned
eslint-plugin-jsx-a11y	gettext-libs	mariadb-libs	tzdata
eslint-plugin-node	glib2	mdadm	unzip
eslint-plugin-react	glibc	microcode_ctl	ustr
eslint-plugin-prettier	glibc	mozjs17	util-linux
eslint-plugin-standard	glibc-common	nano	vim-common
eslint-config-standard-jsx	gmp	ncurses	vim-enhanced
@babel/traverse	gnupg2	ncurses-base	vim-filesystem
@babel/types	gnutls	ncurses-libs	vim-minimal
eslint-plugin-react-hooks	gobject-introspection	nettle	virt-what
eslint-plugin-promise	gpgme	net-tools	which
deep-freeze	gpg-pubkey	NetworkManager-	xfsprogs
deecopy	gpm-libs	newt	xz
bluebird	grep	newt-python	xz-libs
date-format	groff-base	nfs-utils	yum
dateformat	grub2	nspr	yum-metadata-parser
underscore	grub2-common	nss	yum-plugin-fastestmirror
prop-types	grub2-pc	nss-pem	zip
react	grub2-pc-modules	nss-softokn	zlib
react-dev-utils	grub2-tools	nss-softokn-freebl	Gorilla Mux
react-dom	grub2-tools-extra	nss-softokn-freebl	go-qrcode
react-intl	grub2-tools-minimal	nss-sysinit	golang-collections
react-redux	grubby	nss-tools	gographics-imagick
react-router-dom	gssproxy	nss-util	gographics-imagick
redux	gzip	ntp	go-thaiwordcut

APPENDIX A
Contract #24-001
Statement of Work Exhibits

redux-logger	haproxy	ntpdate	enzyme-adapter-react-16
redux-thunk	hardlink	numactl-libs	enzyme
react-virtualized	hostname	oniguruma	mochapack
react-error-overlay	hwdata	openldap	@babel/plugin-proposal-class-properties
react-bootstrap-typeahead	iftop	opencap	@babel/plugin-proposal-object-rest-
react-cookie	info	opencap-scanner	webpack-cli
react-virtualized-select	initscripts	openssh	ignore-styles
react-table	iotop	openssh-clients	terser-webpack-plugin
redux-mock-store	iproute	openssh-server	extract-text-webpack-plugin
webpack	iprutils	openssl	react-cookie
webpack-dev-server	ipset	openssl-libs	golang.org/x/text
case-sensitive-paths-webpack-	ipset-libs	os-prober	golang.org/x/tools
html-webpack-plugin	iptables	p11-kit	golang.org/x/crypto
webpack-node-externals	iputils	p11-kit-trust	k8s.io/apimachinery
nodemon	irqbalance	pam	k8s.io/api
nyc	jansson	parted	k8s.io/client-go
sass-loader	jq	passwd	debian
style-loader	json-c	pciutils-libs	pdfium
css-loader	kbd	pcre	@babel/plugin-proposal-optional-
node-sass	kbd-legacy	perl	delve
postcss-flexbugs-fixes	kbd-misc	perl-Carp	Red Hat Universal Base Image 7
postcss-loader	kernel	perl-constant	Red Hat Universal Base Image 8
autoprefixer	kernel	perl-Encode	Red Hat Universal Base Image 7
resolve-url-loader	kernel-tools	perl-Exporter	Red Hat Universal Base Image 8
url-loader	kernel-tools-libs	perl-File-Path	prettier
file-loader	kexec-tools	perl-File-Temp	@babel/cli
whatwg-fetch	keyutils	perl-Filter	@material-ui/core
Calico	keyutils-libs	perl-Getopt-Long	eslint-webpack-plugin
HAProxy	kmod	perl-HTTP-Tiny	@material-ui/icons
kubernetes api	kmod-libs	perl-libs	golang.org/x/term
kubernetes apimachinery	kpartx	perl-macros	@babel/plugin-transform-runtime
kubernetes client-go	krb5-libs	perl-parent	@testing-library/jest-dom
base36	kubeadm	perl-PathTools	@testing-library/react
goarabic	kubectl	perl-Pod-Escapes	@testing-library/user-event
gopdf	kubelet	perl-podlators	jwt
rabbit-mq	kubernetes-cni	perl-Pod-Perldoc	@mui/material
erlang	less	perl-Pod-Simple	@mui/icons-material
streadway/amqp	libacl	perl-Pod-Usage	@babel/eslint-parser
acl	libaio	perl-Scalar-List-Utils	@wojtekmaj/enzyme-adapter-react-17
aic94xx-firmware	libarchive	perl-Socket	Pyroscope
atop	libassuan	perl-Storable	requests
audit	libattr	perl-Text-ParseWords	containers.podman
audit-libs	libbasicobjects	perl-threads	ansible.posix
audit-libs-python	libblkid	perl-threads-shared	community.docker
authconfig	libcap	perl-Time-HiRes	docker-image-py
autogen-libopts	libcap-ng	perl-Time-Local	urllib3
avahi-libs	libcgroup	pinentry	python
basesystem	libcollection	pkgconfig	github.com/apenella/go-ansible
bash	libcom_err	plymouth	https://hub.docker.com/r/redhat/ubi9#!
bc	libcroco	plymouth-core-libs	requests-oauthlib
redhat.openshift	Ansible Lint	postgres	github.com/gocarina/gocsv
kubernetes (python package)	Ansible Molecule	mongodb	github.com/jackc/pgx/v5
Ansible			

APPENDIX B PRICING SCHEDULE

Project Fees

In consideration of the timely completion of the Services and Deliverables described in the SOW and in accordance with the terms and conditions set forth in the Contract, Contractor will perform its Services and provide the specified Deliverables for a fixed fee of fifteen million dollars (\$15,000,000.00). All invoicing will be done in accordance with terms of the Contract.

Payment Schedule

Invoice	Deliverable Description	Estimated Invoice Date	Invoice Amount
1	<ul style="list-style-type: none"> • Month 1 Status Report • VBL Project Software 1 and Release Notes • Tally Project Software 1 and Release Notes 	July 26, 2024	\$833,500.00
2	<ul style="list-style-type: none"> • Month 2 Status Report • VBL Project Software 2 and Release Notes • Tally Project Software 2 and Release Notes 	August 30, 2024	\$833,500.00
3	<ul style="list-style-type: none"> • Month 3 Status Report • VBL Project Software 3 and Release Notes • Tally Project Software 3 and Release Notes 	September 27, 2024	\$833,500.00
4	<ul style="list-style-type: none"> • Month 4 Status Report • VBL Project Software 4 and Release Notes • Tally Project Software 4 and Release Notes 	October 25, 2024	\$833,500.00
5	<ul style="list-style-type: none"> • Month 5 Status Report • VBL Project Software 5 and Release Notes • Tally Project Software 5 and Release Notes 	November 29, 2024	\$833,500.00
6	<ul style="list-style-type: none"> • Month 6 Status Report • VBL Project Software 6 and Release Notes • Tally Project Software 6 and Release Notes • Updated VBL User & Build Guide • Updated Tally User & Build Guide 	December 27, 2024	\$833,500.00
7	<ul style="list-style-type: none"> • Month 7 Status Report • VBL Project Software 7 and Release Notes • Tally Project Software 7 and Release Notes 	January 31, 2025	\$833,500.00
8	<ul style="list-style-type: none"> • Month 8 Status Report • VBL Project Software 8 and Release Notes • Tally Project Software 8 and Release Notes 	February 28, 2025	\$833,500.00

APPENDIX B
Digital Foundry Contract #24-001
Pricing Schedule

9	<ul style="list-style-type: none"> • Month 9 Status Report • VBL Project Software 9 and Release Notes • Tally Project Software 9 and Release Notes 	March 28, 2025	\$833,500.00
10	<ul style="list-style-type: none"> • Month 10 Status Report • VBL Project Software 10 and Release Notes • Tally Project Software 10 and Release Notes 	April 25, 2025	\$833,500.00
11	<ul style="list-style-type: none"> • Month 11 Status Report • VBL Project Software 11 and Release Notes • Tally Project Software 11 and Release Notes 	May 30, 2025	\$833,500.00
12	<ul style="list-style-type: none"> • Month 12 Status Report • VBL Project Software 12 and Release Notes • Tally Project Software 12 and Release Notes • Updated VBL User & Build Guide • Updated Tally User & Build Guide 	June 27, 2025	\$833,500.00
13	<ul style="list-style-type: none"> • Month 13 Status Report • VBL Project Software 13 and Release Notes • Tally Project Software 13 and Release Notes 	July 25, 2025	\$833,500.00
14	<ul style="list-style-type: none"> • Month 14 Status Report • VBL Project Software 14 and Release Notes • Tally Project Software 14 and Release Notes 	August 29, 2025	\$833,500.00
15	<ul style="list-style-type: none"> • Month 15 Status Report • VBL Project Software 15 and Release Notes • Tally Project Software 15 and Release Notes 	September 26, 2025	\$833,500.00
16	<ul style="list-style-type: none"> • Month 16 Status Report • VBL Project Software 16 and Release Notes • Tally Project Software 16 and Release Notes 	October 31, 2025	\$833,500.00
17	<ul style="list-style-type: none"> • Month 17 Status Report • VBL Project Software 17 and Release Notes • Tally Project Software 17 and Release Notes 	November 28, 2025	\$833,500.00
18	<ul style="list-style-type: none"> • Month 18 Status Report • VBL Project Software 18 and Release Notes • Tally Project Software 18 and Release Notes • Final VBL User & Build Guide • Final Tally User & Build Guide • Disaster Recovery Plan 	December 26, 2025	\$830,500.00

APPENDIX C CONTRACTOR'S PROPOSED SCHEDULE

Project Schedule

Services	Resources (Blended Contractor Core Team (12.6 core team members))	Initial Core Team Roles	Duration	Period	
				Start Date	End Date
Task 1 – Program Management	Approx. 3 team members	<ul style="list-style-type: none"> - Engagement Lead - Program Manager - System Architect 	78.6 weeks	07/01/2024	12/31/2025
Task 2 – Tally and VBL Implementation Task 3 – Election Support Task 4 – Disaster Recovery Plan	Approx. 9.6 team members (up to 3 of these resources may be used for Task 3 - Election Support)	<ul style="list-style-type: none"> - Software Developer(s) - QA Engineer(s) - Designer(s) - Technical Writer(s) 	78.6 weeks	07/01/2024	12/31/2025

CONTRACTOR'S EEO CERTIFICATION

The Digital Foundry, Inc.

Contractor Name

1707 Tiburon Blvd., Tiburon, CA 94920

Address

94-3206799

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Brad Stauffer, President

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT: Tally System and Ballot Layout Services

CONTRACT NO: 24-001

COUNTY PROJECT DIRECTOR:

Name: Aman Bhullar
Address: 12400 Imperial Highway, Norwalk, CA 90650
Telephone: 562-462-2714
E-Mail Address: ABhullar@rrcc.lacounty.gov

COUNTY PROJECT MANAGER/COUNTY SPOC:

Name: Brian Ikenaga
Address: 13401 Crossroads Parkway N City of Industry CA 91746
Telephone: 626-374-5640
E-Mail Address: bikenaga@rrcc.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR

Name: Padmaja Vasudevan
Address: 13401 Crossroads Parkway N City of Industry CA 91746
Telephone: 562- 658-1784
E-Mail Address: pvasudevan@rrcc.lacounty.gov

CONTRACTS QUESTIONS:

For contracts questions, send an e-mail to contracts@rrcc.lacounty.gov
Include the name of your company, contract name and contact number.

INVOICE QUESTIONS:

For invoice questions, send an e-mail to accountspayable@rrcc.lacounty.gov and copy the
County Project Director, County Project Manager and County Contract Project Monitor.

Include the name of your company, contract name and contact number.

CONTRACTOR'S ADMINISTRATION

CONTRACTOR: The Digital Foundry, Inc.

CONTRACT NO: #24-001

CONTRACTOR'S PROJECT DIRECTOR:

Name: Thomas de Alencar
Title: Engagement Lead

Address: 1707 Tiburon Blvd., Tiburon, CA 94920
Telephone: 415-261-2980
E-Mail Address: thomas@digitalfoundry.com

CONTRACTOR'S PROJECT MANAGER:

Name: Stefan Stauffer
Title: Program Manager

Address: 1707 Tiburon Blvd., Tiburon, CA 94920
Telephone: 415-272-8467
E-Mail Address: stefan@digitalfoundry.com

CONTRACTOR'S AUTHORIZED OFFICIAL:

Name: Brad Stauffer
Title: President

Address: 1707 Tiburon Blvd., Tiburon, CA 94920
Telephone: 415-366-4020
E-Mail Address: brad@digitalfoundry.com

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING ADDRESS:

Name: Brad Stauffer
Title: President

Address: 1707 Tiburon Blvd., Tiburon, CA 94920
Attn: Legal Notice

Telephone: 415-366-4020
E-Mail Address: brad@digitalfoundry.com, cc: LegalNotice@digitalfoundry.com

FORM REQUIRED AT THE TIME OF CONTRACT EXECUTION

**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT
ASSIGNMENT AGREEMENT**

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

CONTRACTOR NAME The Digital Foundry, Inc. Contract No. #24-001

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design

**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT
ASSIGNMENT AGREEMENT**

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: Brad Stauffer

POSITION: President

Confidential

Background Check Attestation Form

This letter is to acknowledge and attest that all Contractor and approved Subcontractor principals, officers, employees, staff, agents, and contractors (collectively, "Staff") working under the Contract (Digital Foundry, Inc. Contract #24-001) will have completed a background check as required under Paragraph 14.6 Background and Security Investigations of the Contract.

- Under no circumstance may any Staff perform work under the Contract until they have completed and passed the required background check.
- All fees associated with the background check shall be at the expense of the Contractor.
- Contractor must maintain background check records for all Staff and must provide such records to the Los Angeles County ("County") for audit purposes, as requested by the County.
- Staff who have a history that would render them unsuitable for the position or work duties required (such as certain kinds of criminal activity or a history that has a direct or adverse relationship with specific work duties), as determined by the County in its sole discretion, may not perform services under this Master Agreement.
- No Staff shall perform services under this Contract if the Staff member is on active probation or parole.
- No Staff having access to County information or records shall have a criminal conviction record or pending criminal charges unless such information has been fully disclosed to the County and utilization of that Staff for this service is approved in writing by the County.
- Contractor must monitor all Staff during the duration of the Contract, even after the initial background check has been completed. All subsequent arrests or noncompliance with background check requirements for any Staff must be disclosed to the County Project Manager immediately which will be reviewed by the County to determine if there is a job nexus and to take appropriate action as needed.
- If identified by County as being required for certain services, additional background investigation(s) may be required.

All information collected on Staff has been and will be managed and retained in accordance with all applicable laws and regulations.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to represent this Contractor.

Contractor Name	The Digital Foundry, Inc.
Contractor Address	1707 Tiburon Blvd, Tiburon, CA 94920
Name and Title	Brad Stauffer, President
Signature	
Date	

SAFELY SURRENDERED BABY LAW



**THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.**

Any fire station. Any hospital. Any time.

1.877.222.9723  BabySafeLA.org

No shame | No blame | No names

LOS ANGELES COUNTY FIRE DEPARTMENT
FIRE STATION

98

21

Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

Intentionally Omitted

Intentionally Omitted

Intentionally Omitted

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

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

M1: INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

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

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

_____ and Grantee have entered into County of Los Angeles

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

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

Grantor's Signature Date

Grantor's Printed Name: _____

Grantor's Printed Position:

M2: CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

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

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

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

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

Grantor's Signature

Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

(To be Completed by County and attached to M1 and/or M2)

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

STATE OF CALIFORNIA)
) ss.

COUNTY OF LOS ANGELES)

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

WITNESS my hand and official seal.

NOTARY PUBLIC

Intentionally Omitted

Intentionally Omitted

INFORMATION SECURITY AND **PRIVACY REQUIREMENTS EXHIBIT**

The County of Los Angeles (“County”) is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit (“Exhibit”) sets forth the County and the Contractor’s commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the “Contract”) and any other agreements between the parties. However, it is the Contractor’s sole obligation, to the extent applicable to the Services being provided by Contractor, to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information used by Contractor in the performance of the Services against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

Project Background – Contractor’s Use of County Information

The Project under the Contract has been structured to minimize exposure of County Information to the Contractor. The parties agree the minimum necessary amount of PII for Contractor to perform its Services is basic contact information (name, title, telephone number, email address) for County employees working with Contractor on the Project. Therefore, the County will limit Contractor’s access to the “minimum necessary” amount of PII for Contractor to perform its Services. Additionally, the County will limit Contractor’s access to the “minimum necessary” amount of data and information for Contractor to perform its Services, and County will not cause or require Contractor to create, receive, maintain, transmit, or otherwise view any other information or data, and internal or external PII. Further, all County data and information, including PII, will be provided by County in accordance with its privacy and information security policies. Also, the County will provide Project specifications and County Source Materials (including but not limited to non-sensitive test data, all collaborative, development, testing, and production environments), instructions and direction so Contractor can produce the Deliverables and provide the Services identified in the SOW with minimal access to County Information.

Limited Scope

Contractor maintains a company-wide Privacy Program and Information Security Program designed to incorporate respective policies and practices in its business operations to safeguard Information. Notwithstanding any other provision of this Exhibit, all Contractor requirements set forth in this Exhibit:

1. Shall be limited to Contractor's personnel who provide the Services specified in the SOW and its applicable Information Technology use to provide its Services that create, receive, maintain, or transmit County Information. For clarity, County is responsible for all collaborative, development, testing, and production environments, and Contractor is not providing any Information Technology to County under the Contract.
2. May be limited as a result of County instructions or directions, specifications, or County Source Materials.
3. Shall be applicable to the sensitivity of the County Information and purpose in which it is being used (e.g., anonymized County Information used for periodic testing vs. Project Software in source code form).

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.

- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain an Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, and to the extent applicable, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall to the extent applicable:

- Protect the Confidentiality and to the extent applicable, Integrity, and Availability of County Information in the Contractor's possession or control;
 - Protect against any anticipated Threats or hazards to the Confidentiality and to the extent applicable, Integrity, and Availability of County Information;
 - Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Information, including County Information in the Contractor's possession or control;
 - Protect against accidental loss or destruction of, or damage to, County Information; and
 - Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.
- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall

include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, and if applicable, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- Privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Information, including County Information in the Contractor's possession or control;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disposed of or disclosed (unless otherwise instructed or directed by County or done in accordance with the Contract), or sold, assigned, or leased, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may use County Information in order to improve, develop or enhance the Deliverables and Services being provided by Contractor under this Contract. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on to the extent applicable, any and all devices Contactor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time, except if, and to the extent, a failure to comply results from (i) the use or inclusion of the County Source Materials, (ii) Contractor's conformance with County provided specifications, or (iii) Contractor's adherence to the County's written instructions or directions.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information (“NPI”) in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract except if, and to the extent, disclosure results from (i) the use or inclusion of the County Source Materials, (ii) Contractor’s conformance with County provided specifications, or (iii) Contractor’s adherence to the County’s written instructions or directions. This obligation is perpetual.
- d. **Individual Requests – Intentionally Omitted.**
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor’s staff passes or fails the background investigation. In the event the County determines that a member of the Contractor’s staff has failed a background screen (e.g., LiveScan), County shall notify Contractor in writing of the reasons that caused such failure and the Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees working under this Contract with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store sensitive County Information (as it pertains to this Contract, Project Software in source code form) in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

Contractor may transmit County Information via Contractor's Google Workspace (G Mail, Google Drive, etc.) instance and County provided services (e.g., BitBucket, Jira, Confluence, MS Team, etc.). Otherwise, the Contractor will encrypt County Information transmitted on networks outside of the

Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud (except for Contractor's Google Workspace instance and County provided services) or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing sensitive County Information (as it pertains to this Contract, Project Software in source code form) shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) storing sensitive County Information will, to the extent applicable, maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly destroy all originals and copies of all documents and materials it has received containing County Information unless County has request the items be returned; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) destroy all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection unless County has requested the items be returned (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead or certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead or certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved,

the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will destroy, or upon request from Contactor, return all Contractor's Information marked as confidential or reasonably identifiable as Contractor's Information (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder).

11. PHYSICAL AND ENVIRONMENTAL SECURITY (INTENTIONALLY OMITTED)

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall, to the extent applicable: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems or similar to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. To the extent applicable, these plans must include a geographically separate back-up system or similar and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using applicable encryption technology in accordance with the requirements specified in section 9, paragraph 2. County agrees that any transmission of County Information shall be done in accordance with its information security requirements.

The Contractor shall comply with County access control procedures to access County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information on Contractor's systems is removed in a timely manner;

- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All applicable Contractor systems with County Information will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all applicable events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any Contractor hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) that contains County Information must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using applicable industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via Contractor's Google Workspace G Suites instance (or if unavailable, other encrypted email) and telephone.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov, jaguilar@cio.lacounty.gov

Chief Information Security Officer:

Jeffrey Aguilar
Chief Information Security Officer
320 W Temple, Chief Executive Office #060
Los Angeles, CA 90012
(213) 253-5659

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Jeremy Keller
Departmental Information Security & Privacy Officer
Registrar Recorder County Clerk
12400 Imperial Hwy
Norwalk, CA 90650
(562) 462-2445
JKeller@rrcc.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of applicable systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions except for such loss or damage to the extent arising from (i) the gross negligence or willful or intentional misconduct of the County indemnitees, (ii) the use or inclusion of the County Source Materials, (iii) Contractor's compliance with County provided specifications, or (iv) Contractor's compliance with the County's written directions or instructions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach

may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct applicable audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, which may include penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by qualified staff to perform the specific audit in question at Contractor's sole discretion, cost and expense through either (i) an internal staff member, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall discuss, to the extent applicable, the audit results and any corrective action documentation with the County upon County's request. With respect to any other applicable report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with applicable copies of the same upon the County's reasonable request, including identification of any applicable failure or exception in the Contractor's applicable Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's applicable infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall correct any such applicable material breach with this Exhibit; and if Contractor does not correct any such applicable material breach within a mutually agreeable period, then the Contractor shall bear all cost of the audit and the County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and applicable areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to applicable physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of

code reviews, and evidence of system configuration and audit log reviews. It is understood that the audit will be limited to Contract systems and employees utilized under the Contract and results will be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County an applicable summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. CYBER LIABILITY INSURANCE

See Section 8.25.46 of the Contract for more information on Cyber Liability Insurance.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

except and to the extent arising from (i) the gross negligence or willful or intentional misconduct of the County indemnitees, (ii) the use or inclusion of the County Source Materials, (iii) Contractor's compliance with County provided specifications, or (iv) Contractor's compliance with the County's written directions or instructions.

Notwithstanding the preceding sentences, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from

contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

ADDENDUM A: SOFTWARE AS A SERVICE (SaaS) (INTENTIONALLY OMITTED)

ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS (INTENTIONALLY OMITTED)

ADDENDUM C: APPLICATION SOURCE CODE REPOSITORY

The Contractor shall manage the source code in the manner prescribed in this Addendum unless the Contract prescribes procedures for managing the source code and those procedures are no less stringent than the procedures described in this addendum.

- a. **County Application Source Code.** To facilitate the centralized management, reporting, collaboration, and continuity of access to the most current production version of application source code, all code, artifacts, and deliverables produced under this Contract, (hereinafter referred to as "County Source Code") shall be version controlled, stored, and delivered on a single industry-standard private Git repository, provided, managed, and supported by the County. Upon commencement of the contract period, the Contractor will be granted access to the County's private Git repository.
- b. **Code Repository.** The Contractor will use the County code repository (e.g., Git, Bit Bucket) during the entire lifecycle of the project from inception to final delivery. Once County code repository is fully adopted as directed by the County Project Manager, the Project related County materials and Contractor Deliverables (which collectively may include document design documents, Data flow diagrams, security diagrams, configuration settings, software or hardware requirements and specifications, attribution to third-party code, libraries and all dependencies, and any other documentation related to all County Source Code and corresponding version-controlled documentation) will be maintained within the Git repository. Contractor Deliverables must include an Installation Guide and a User Guide (to the extent specified in the SOW) for the final delivered Project Software such that County may download, install, and make full functional use of the Project Software as specified and intended.
- c. **Cloud Based Document Storage:** The County will provide and manage cloud-based document storage if County Git Repository is not fully adopted or compatible with Project documentation. Until this service or County Git Repository is provided and fully adopted, the County agrees that Contractor's instance of Google Workspace complies with the County's Privacy and Information Security requirements. Additionally, the County agrees to periodically review user access rights to identify and notify Contractor of unnecessary access, and/or unused accounts.

SOLE SOURCE CHECKLIST

Department Name: _____

- New Sole Source Contract
 - Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: _____

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

Rene' Phillips

 Chief Executive Office

6/10/2024

 Date

Elections technology is a highly specialized niche exclusively developed by small private priority products. VSAP stands out as the sole County-developed software, distinguished by complex and unique requirements that only Digital Foundry has the expertise to handle. Given the sensitive nature of elections, vendors lacking the requisite experience and knowledge pose a risk to the stringent security and regulatory standards set by Federal, State, and County Election Codes and regulations.

Developing elections technology demands a profound understanding of the distinctive electoral process within Los Angeles County and its integration into the broader election ecosystem. This necessitates a high level of customization to fulfill the specific requirements of Los Angeles County while simultaneously adhering to all system standards. Elections technology typically encompasses a blend of hardware and software components, rendering it a uniquely multifaceted domain that demands expertise across various areas.

Digital Foundry not only delivers cutting-edge solutions but also adeptly navigates intricate legal frameworks and compliance requirements, adding an extra layer of specialization to their exclusive offerings. The trust and security associated with elections demand a meticulous and focused approach, establishing this vendor as the singular choice for this specific election domain.



Peter Loo
ACTING CHIEF INFORMATION OFFICER

CIO ANALYSIS

BOARD AGENDA DATE:

6/25/2024

SUBJECT:

APPROVAL TO EXECUTE SOLE SOURCE CONTRACT WITH DIGITAL FOUNDRY, LLC. FOR VSAP 4.0 SOFTWARE DEVELOPMENT AND SUPPORT SERVICES

CONTRACT TYPE:

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

SUMMARY:

Description:

The department of Registrar-Recorder/County Clerk (RR/CC) is requesting approval to execute a Sole Source contract (#24-001) with Digital Foundry, LLC, to provide VSAP 4.0 development and support services to the VSAP 3.0 Tally System and VSAP Ballot System to be deployed in all elections in Los Angeles County starting with the June 2, 2026 Gubernatorial Primary election. This portion of the contract will be effective from July 1, 2024 to December 31, 2025.

RR/CC is also requesting Delegated Authority to execute future amendments extending the contract for up to two additional one-year periods and up to six month-to-month renewal options from January 31, 2026 to June 30, 2028, to comply with any and unforeseen federal and/or California laws.

RR/CC is also requesting Delegated Authority to negotiate and execute amendments provided the County Counsel approval is obtained to (1) make changes to the Statement of Work as operationally necessary, (2) make as-needed changes to reflect new California and/or federal election laws, and (3) make any other necessary changes which do not materially alter any term or condition of the Contract.

RR/CC is also requesting Delegated Authority to execute increases in the original contract sum and extension periods by no more than 10% for any unforeseen circumstances provided that approval is obtained from the Chief Executive Officer and County Counsel.

RR/CC is also requesting Delegated Authority to immediately terminate the contract for convenience, provided County Counsel approval is obtained.

Contract Amount: \$46,546,500

**APPROVAL TO EXECUTE SOLE SOURCE CONTRACT WITH DIGITAL FOUNDRY, LLC.
FOR VSAP 4.0 SOFTWARE DEVELOPMENT AND SUPPORT SERVICES**

FINANCIAL ANALYSIS:

Contract costs:

Initial term (18 months)	\$ 15,000,000
Optional Extension – Year 1.....	\$ 10,500,000
Optional Extension – Year 2.....	\$ 11,025,000
Six month-to-month Optional Extensions	\$ 5,790,000
10% for unforeseen work	\$ 4,231,500

Total.....\$ 46,546,500

Notes:

Funding for the VSAP 4.0 project is included in the RR/CC’s Recommended Budget for fiscal year (FY) 2024-25 and will be included in future FYs as necessary through the annual budget process.

RISKS:

- Quality of Services:** The purpose of this sole source contract is to procure development and support services for the new VSAP Ballot Layout System and Tally System as part of the migration to VSAP 4.0. Digital Foundry is the original software architecture and engineering firm that developed the original VSAP Ballot Layout System and Tally System and they are uniquely qualified to develop the new version. The County will be the sole owner of all right, title and interest, including copyright in and to all software, plans diagrams, facilities and tools which are originated or created through the Contractor’s work pursuant to this Contract. Full implementation of both systems is planned for 2026.

As with any software development effort, there are risks related to quality, schedule and cost. RR/CC has mitigated these risks by developing a well-structured Contract and related Statement of Work (SOW). The SOW identifies four major Tasks (Program Management, Tally and VBL Implementation, Election Support and Disaster Recovery Plan) and 61 separate Deliverables with associated payments. The Tally and VBL portions address Secretary of State certification requirements, such as Operating System upgrade, Federal Information Processing Standard 140-2 compliance and Full Disk Encryption. Also addressed are provisions for new languages, system integration support with other VSAP components, system performance enhancements, additional election reporting and enhancement of multi-lingual ballot configuration. Additionally, the SOW includes a section on software testing including Unit testing, Manual Testing and User Acceptance Testing.

**APPROVAL TO EXECUTE SOLE SOURCE CONTRACT WITH DIGITAL FOUNDRY, LLC.
FOR VSAP 4.0 SOFTWARE DEVELOPMENT AND SUPPORT SERVICES**

- 2. Project Management and Governance:** The Office of the CIO recommends strong project governance and a dedicated project manager to adhere to schedule, budget and scope, and to manage vendor performance. The OCIO verified that the RR/CC has an Executive Sponsor, Project Director, Project Manager and Project Monitor for this project. The Contractor will have a full-time Project Manager, and RR/CC will evaluate the Contractor’s performance using a Quality Assurance Plan. The Contractor will establish and utilize a Quality Control Plan to ensure the County a consistently high level of services throughout the term of the Contract.
- 3. Information Security:** The County’s Office of the Chief Information Security Officer (OCISO) reviewed the security components for this contract and did not identify any issues. The OCIO confirmed that the Contract contains the latest approved Information Security and Privacy Requirements Exhibit. The Contract also includes Cyber Liability insurance with limits of \$3 Million per occurrence and \$4 Million in the aggregate.
- 4. Contract Risks:** No Contract Risks have been identified. County Counsel approved the proposed Contract as to form. CEO Risk Management has reviewed and approved the insurance and indemnification provisions in the recommended Contract as to form. The Contract includes Commercial General Liability of \$2 Million in the aggregate, Professional Liability – Errors and Omissions \$1 Million per claim and \$2 Million in the aggregate and Technology Errors and Omissions \$4 Million in the aggregate.

PREPARED BY:

Henry Balta

Henry Balta, DEPUTY CHIEF INFORMATION OFFICER

6/11/2024

DATE

APPROVED:

Peter Loo

PETER LOO, ACTING CHIEF INFORMATION OFFICER

6/11/2024

DATE