



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

DEAN C. LOGAN
Registrar-Recorder/County Clerk



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

October 22, 2024

25 October 22, 2024

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

EDWARD YEN
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST APPROVAL TO EXECUTE SOLE SOURCE AMENDMENT NUMBER FOUR TO
CONTRACT NUMBER 20-001 WITH RUNBECK ELECTION SERVICES, INC. FOR VOTER
REGISTRATION SYSTEM LICENSE AND SUPPORT SERVICES**

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

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

SUBJECT

The Registrar-Recorder/County Clerk (RR/CC) requests approval to execute Sole Source Amendment Number Four to Contract (#20-001) with Runbeck Election Services, Inc. (Runbeck) to extend Voter Information Management System (DIMS EMS) license and support services at a reduced cost until the go-live of the new modern Election Management System (EMS) replacement solution during the 2026 Election cycle.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the RR/CC, or designee, to execute Sole Source Amendment Four (4) with Runbeck substantially similar to Attachment I, effective January 1, 2025 to December 31, 2026 for \$1,336,498 provided that approval is obtained from the Chief Executive Office and County Counsel;
2. Delegate authority to the RR/CC, or designee, to execute future amendments to extend the contract for up to two (2) additional six-month option terms, from January 1, 2027 to December 31, 2027 for \$668,248 provided that Chief Executive Office and County Counsel approval is obtained increasing the overall total contract sum to \$5,153,898 including the extension and optional renewals;

3. Delegate authority to the RR/CC, or designee, to negotiate and execute amendments to: (i) exercise option terms, (ii) make changes to the Statement of Work as operationally necessary provided that County Counsel approval is obtained, and (iii) to 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 percent (10%) for any unforeseen circumstances provided that approval is obtained from the Chief Executive Office and County Counsel; and
5. Delegate authority to the RR/CC, or designee, to terminate the Contract as necessary provided that County Counsel approval is obtained.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action will allow Runbeck to continue providing DIMS EMS license, support services, and potential future systems enhancements to comply with any new and unforeseen federal and/or California election laws or regulations until the new EMS replacement is fully complete in exchange for a reduced cost. As a result of this amendment, the RR/CC, Runbeck has agreed to a five percent (5%) discount resulting in a \$106,302 cost savings over the extension.

CURRENT DIMS EMS

For the past several decades, the Los Angeles County (County) has been using DIMS EMS as the centralized voter registration database and election management application. DIMS EMS is a software system that manages voting operations and tracks voter registration information for over 5.6 million voters in the County. DIMS EMS offers comprehensive support for essential functions such as maintaining voter records, voter preferences, conducting elections, managing petitions, facilitating vote by mail processes, ensuring content management, providing administrative functionality, and real-time information exchange between electronic pollbooks and the statewide voter registration database (VoteCal).

NEW EMS

The County is currently replacing the existing, aging DIMS EMS with a new, modern, scalable, and secure EMS that exceeds current system capacity, capability, and efficiently addresses the County's needs to service an increasingly large and complex election demands and to comply with legal mandates. The new EMS will be optimized for high volume and complex election requirements as a result of the Voting Solutions for All People (VSAP) voting systems, increased language requirements, and increased security requirements for a targeted completion date in 2026.

The current DIMS EMS is required to run concurrently as the new EMS is developed to ensure elections in the County will continue running smoothly through the 2026 election cycle.

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 G. Internal Controls & Processes: Strengthen our internal controls and processes while being cognizant of efficiency to continue good stewardship of the public trust and fiscal responsibility.

FISCAL IMPACT/FINANCING

The total contract sum increase includes \$1,336,498 for the extension and \$668,248 for the option terms for a total maximum contract sum of \$5,153,898.

If the ten percent (10%) delegated authority amount is utilized, the total contract sum will increase by \$515,390 to \$5,669,288.

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

The determination of the number of extensions will be dependent on the completion and implementation of the new EMS system.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to California Elections Code section 2501, an "election management system" is a system that is used by a County in the state to track voter registration or voter preferences, including, for example, a voter's vote-by-mail status. The DIMS EMS is only one of two EMS systems certified by the Secretary of State to transact data from VoteCal.

The Help America Vote Act (HAVA) requires a centralized statewide voter registration database and requires counties in California to connect to VoteCal.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components of this request and recommends approval. The OCIO determined this recommended action does not include any new IT items that would necessitate a formal CIO Analysis.

CONTRACTING PROCESS

In accordance with Board Policy 5.100 (Policy), the RR/CC sent a Board notification of intent to enter into Sole Source contract extension negotiations with Runbeck on May 29, 2024. On May 29, 2024, the RR/CC presented at the CEO Operations Cluster Meeting regarding the RR/CC's intention to amend a sole source contract extension with Runbeck. Negotiations for continued DIMS EMS license, maintenance, and support services proceeded after the cluster meeting.

NEGOTIATED FIVE PERCENT (5%) DISCOUNT

In exchange for the contract extension and contract negotiations, the RR/CC negotiated a 5% discount resulting in a savings of \$106,302 resulting in the RR/CC paying a lower cost for these services as compared to current contract pricing.

The required Sole Source Checklist (Attachment II) identifies the RR/CC's need to extend the Sole Source contract with Runbeck.

The Chief Executive Office (CEO) has reviewed and recommends approval of this Board letter. The Chief Information Office (CIO) recommends approval of this request. No formal CIO Analysis is required as the contract is for continued licensing, maintenance and support services, and no new technology is being implemented at the time. However, any change orders for technology

enhancements that will be funded with Pool Dollars will require CIO approval.

County Counsel has reviewed this Board letter and approved as to form. The online Supplemental Declaration form was submitted on the Levine Act Portal.

DIMS EMS CONTRACTING BACKGROUND

Since 2007, the DIMS EMS system licensing, maintenance, support services, and system enhancements legally mandated by the HAVA and/or State of California law, regulation, or statute have been provided by Diebold Election Systems, Inc. and ESSVR, LLC an Election Systems & Software LLC subsidiary (ESSVR).

In 2019, ESSVR and Runbeck entered into a contract whereby Runbeck acquired all of the assets of ESSVR's DIMS.net business operations in the State of California, including licensing of all versions of object code and associated source code of DIMS.net software currently licensed and deployed to county jurisdictions located within the State of California. On September 13, 2019, the RR/CC subsequently amended the contract with ESSVR to formally consent to the assignment and contract as well as recognize the acquisition by Runbeck. Additionally, the contract provided an avenue for modifications that were covered in the Board Report presented in April 2020. The expiration of the contract with Runbeck was December 31, 2020.

On December 8, 2020, your Board granted RR/CC the authority to execute Sole Source contract #20- 001 with Runbeck to ensure continued service delivery of system license, maintenance, and support services. On January 1, 2021, the RR/CC executed Contract #20-001 which is set to expire on December 31, 2024.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

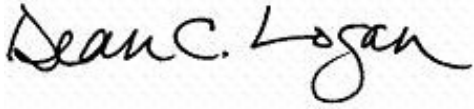
Your Board's approval of the noted actions will allow for RR/CC to continue uninterrupted and critical support of DIMS EMS and the support of all elections while working on the new EMS system's implementation.

The Honorable Board of Supervisors

10/22/2024

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Respectfully submitted,



DEAN C. LOGAN

Registrar-Recorder/County Clerk



Peter Loo

Chief Information Officer

DCL:JG:JJ

JS:DL:CA:mh

Enclosures

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

**AMENDMENT NUMBER FOUR
TO CONTRACT NUMBER 20-001
BY AND BETWEEN COUNTY OF LOS ANGELES
AND RUNBECK ELECTIONS SERVICES, INC.
FOR
VOTER REGISTRATION SYSTEM LICENSE
AND SUPPORT SERVICES**

This Amendment Number Four (“Amendment Number Four”) to Contract Number 20-001 (“Contract”) is entered into this _____ day of _____, 2024 by and between County of Los Angeles, a political subdivision of the State of California (“County”) and Runbeck Election Services, Inc. (“Contractor”) a corporation in the State of California. County and Contractor are sometimes hereinafter referred to collectively as the “Parties” and each individually as a “Party.”

WHEREAS, the Contract #20-001 was originally approved by the County’s Board of Supervisors on December 8, 2020 and entered into by and between County and Contractor on January 1, 2021; and

WHEREAS, under certain Amendment #1 to the Contract dated October 12, 2022, the Contract was amended to reflect, among other things, (i) replacement of Paragraph 8.10 (Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List), sub-paragraph 8.10.1 of the Contract with a new Paragraph 8.10 (Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List), sub-paragraph 8.10.1; (ii) replacement of Paragraph 8.13 (Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law) with a new Paragraph 8.13 (Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law); (iii) replacement of Paragraph 8.18 (Facsimile Representations) of the Contract with a new Paragraph 8.18 (Counterparts and Electronic Signatures and Representations); (iv) replacement of Paragraph 8.56 (Compliance with Fair Chance Employment Practices) with a new Paragraph 8.56 (Compliance with Fair Chance Employment Practices); (v) incorporation of Paragraph 8.59 (COVID-19 Vaccinations of County Contractor Personnel); (vi) incorporation of Appendix L (COVID-19 Vaccination Certification of Compliance); and

WHEREAS, under certain Amendment #2 to the Contract dated January 20, 2023, the Contract was amended to reflect the extension of the term of the Contract for its first option year effective January 1, 2023 through December 31, 2023; and

WHEREAS, under certain Amendment #3 to the Contract dated September 13, 2023, the Contract was amended to reflect, among other things, (i) extension of the term of the Contract for its second option year effective January 1, 2024 through December 31, 2024; (ii) replacement of Paragraph 8.59 (COVID-19 Vaccinations of County Contractor Personnel) of the Contract with a new Paragraph 8.59 (Intentionally Omitted); (iii) replacement of Appendix D (County’s Administration) of the Contract with a new Appendix D (County’s Administration); (iv) replacement of Appendix E (Contractor’s Administration) of the Contract with a new Appendix E (Contractor’s Administration); (v) replacement of Appendix L (COVID-19 Vaccination Certification of Compliance) of the Contract with a new Appendix L (Intentionally Omitted); and

WHEREAS, the County and Contractor wish to amend the Contract to (i) replace Paragraph 4 (Term of Contract) of the Contract with a new Paragraph 4 (Term of Contract); (ii) replace Paragraph 2 (Definitions) of the Contract with a new Paragraph 2 (Definitions); (iii) replace Paragraph 5 (Contract Sum), Subparagraph 5.1 (Total Contract Sum) of the Contract with a new Paragraph 5 (Contract Sum), Subparagraph 5.1 (Total Contract Sum); (iv) incorporate a new Paragraph 7 (Administration of Contract – Contractor), Subparagraph 7.5 (Background and Security Investigations), Subparagraph 7.5.4; (v) replace Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.11 (Consideration of Hiring GAIN/GROW Participants) of the Contract with a new Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.11 (Consideration of Hiring GAIN/START Participants); (vi) replace Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.36 (Public Records Act), Subparagraph 8.36.1 of the Contract with a new Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.36 (Public Records Act), Subparagraph 8.36.1; (vii) replace Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.44 (Termination for Improper Consideration), Subparagraph 8.44.2 of the Contract with a new Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.44 (Termination for Improper Consideration), Subparagraph 8.44.2; (viii) incorporate Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.59 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding); (ix) incorporate Paragraph 9 (Unique Terms and Conditions), Subparagraph 9.3 (Compliance with County’s Women in Technology Hiring Initiative); (x) replace Appendix B (Pricing Schedule) with a new Appendix B (Pricing Schedule); (xi) replace Appendix E (County’s Administration) with a new Appendix E (County’s Administration); (xii) replace Appendix F (Contractor’s Administration) with a new Appendix F (Contractor’s Administration); (xiii) incorporate Appendix M (Contribution and Agent Declaration Form); (xiv) replace “his”/”her” with the term “their”; (xv) replace “Agreement” with “Contract” and “Department Head” with “Director”; (xvi) replace “shall” with “must” or “will”; (xvii) capitalize all instances of “Contract” and “Contractor”; and

WHEREAS, this Amendment Number Four is made pursuant to Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.1 (Amendments and Change Orders) of the Contract.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contract, is hereby amended as follows:

1. Paragraph 4 (Term of Contract) of the Contract is hereby deleted in its entirety and replaced with a new Paragraph 4 (Term of Contract) of the Contract to read as follows:

4 TERM OF CONTRACT

- 4.1 The term of this Contract commences on January 1, 2021 and ends on December 31, 2026, 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 (2) additional six (6) month to month extensions. Each such extension option may be exercised at the sole discretion of the County.

The County maintains a database that tracks/monitors contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.

- 4.3 The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor will send written (hard copy and e-mail) notification to Department at the Contracts and Grants Manager's address herein provided in Appendix D (County's Administration). County will deliver written notice of any exercise of its option to extend to Contractor within six (6) months of the expiration of the term of the Contract.

2. Paragraph 2 (Definitions) is hereby deleted in its entirety and replaced with a new Subparagraph 2 (Definitions) to incorporate County Contract Analyst and County Observed Holidays into the definitions. See Exhibit A.
3. Paragraph 5 (Contract Sum), Subparagraph 5.1 (Total Contract Sum) is hereby deleted in its entirety and replaced with a new Paragraph 5 (Contract Sum), Subparagraph 5.1 (Total Contract Sum) of the Contract to read as follows:

5.1 Total Contract Sum

- 5.1.1 The "Contract Sum" for the term is Five Million One Hundred Fifty-Three Thousand Eight Hundred Ninety-Eight Dollars (\$5,153,898).
- 5.1.2 The fees and other applicable rates for the Term of the Contract are set forth in Appendix B (Pricing Schedule). Contractor's fees shall remain firm and fixed prices for the Term of the Contract. The RR/CC, or designee, at their sole discretion, may increase the Contract Sum for the term extension up to a maximum of ten percent (10%) of the Contract Sum Five Hundred Fifteen Thousand Three Hundred Ninety Dollars (\$515,390) over the Term of the Contract.
- 5.1.3 Any such increase to the Contract Sum will be done via an Amendment to this Contract prepared and executed by the Contractor and by the RR/CC or designee, provided County Counsel approval is obtained prior to execution of such Amendment.

5.1.4 The maximum Contract Sum shall not exceed Five Million Six Hundred Sixty-Nine Thousand Two Hundred Eighty-Eight Dollars (\$5,669,288).

4. Paragraph 7 (Administration of Contract – Contractor), Subparagraph 7.5 (Background and Security Investigations), Subparagraph 7.5.4 is hereby incorporated into the Contract in its entirety to read as follows:

7.5.4 These terms will also apply to subcontractors of County contractors.

5. Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.11 (Consideration of Hiring GAIN/GROW Participants) is hereby deleted in its entirety and replaced with a new Subparagraph 8.11 (Consideration of Hiring GAIN/START Participants) to read as follows:

8.11 Consideration of Hiring GAIN/START Participants

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 (DPSS) 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 must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

6. Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.36 (Public Records Act), Subparagraph 8.36.1 is hereby deleted in its entirety and replaced with a new Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.36 (Public Records Act), Subparagraph 8.36.1 into the Contract to read as follows:

8.36.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect 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.

7. Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.44 (Termination for Improper Consideration), Subparagraph 8.44.2 is hereby deleted in its entirety and replaced with a new Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.44 (Termination for Improper Consideration), Subparagraph 8.44.2 into the Contract to read as follows:

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 Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

8. Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.59 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding) is hereby incorporated into the Contract in its entirety to read as follows:

8.59 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9. Paragraph 9 (Unique Terms and Conditions), Subparagraph 9.3 (Compliance with County’s Women in Technology Hiring Initiative) is hereby incorporated into the Contract in its entirety to read as follows:

9.3 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.

- 10. Appendix B (Pricing Schedule) of the Contract is hereby deleted in its entirety and replaced with a new Appendix B (Pricing Schedule) (revised January 1, 2025).
- 11. Appendix E (County’s Administration) of the Contract is hereby deleted in its entirety and replaced with a new Appendix E (County’s Administration) (revised January 1, 2025).
- 12. Appendix F (Contractor’s Administration) of the Contract is hereby deleted in its entirety and replaced with a new Appendix F (Contractor’s Administration) (revised January 1, 2025).
- 13. Appendix M (Contribution and Agent Declaration Form) is hereby incorporated into the Contract, a true and correct copy of which is attached hereto and incorporated herein by this reference.
- 14. The Contract is hereby amended to replace all references of “his” and “her” with the term “their” throughout the Contract to be gender inclusive.
- 15. The Contract is hereby amended to replace all references of “Agreement” with “Contract” throughout the Contract.
- 16. The Contract is hereby amended to replace all references of “shall” with “must” or “will” per County Counsel instruction.
- 17. The Contract is hereby amended to capitalize all instances of “Contract” and “Contractor” except as to Paragraph 8 (Standard Terms and Conditions), Paragraph 8.12 (Contractor Responsibility and Debarment).

Except as otherwise provided under this Amendment Number Four, the Contract, as previously amended, including all preambles and recitals set forth herein and therein, shall remain unchanged and in full force and effect.

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**AMENDMENT NUMBER FOUR
TO CONTRACT NUMBER 20-001
BY AND BETWEEN COUNTY OF LOS ANGELES
AND RUNBECK ELECTIONS SERVICES, INC.
FOR
VOTER REGISTRATION SYSTEM LICENSE
AND SUPPORT SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Four to be subscribed on its behalf by the Registrar-Recorder/County Clerk or their designee and the Contractor has subscribed the same through its duly authorized officer as of the day, month and year first above written. The persons signing on behalf of Contractor warrant under penalty of perjury that they are authorized to bind the Contractor.

COUNTY OF LOS ANGELES

RUNBECK ELECTION SERVICES

DEAN C. LOGAN
Registrar-Recorder/County Clerk

RIZWAN FIDAI
Vice President, Sales

Tax Identification Number

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
MICHAEL D. OWENS
Senior Deputy County Counsel

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 shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 **Acceptance:** As used herein, the term shall 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 **Agreement:** The agreement executed between County and Contractor. Included are all supplemental contracts 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. This word contract may be used interchangeably with the word "Contract".
- 2.1.3 **Amendment:** As used herein, the term shall have the meaning specified in Paragraph 8.1 (Amendments and Change Notices).
- 2.1.4 **Annual Fees:** As used herein, the term shall mean the annual fees to be paid by County to Contractor commencing upon first anniversary of the Effective Date and shall include License Renewal Fees and Software Support Fees, as specified in Appendix B (Pricing Schedule).
- 2.1.5 **Application Modifications:** As used herein, the term shall mean Software Enhancements, Updates and any Replacement Product provided by Contractor to County under this Contract. Once accepted and approved by County, Application Modifications shall become part of, and be deemed, System Software for the purpose of this Contract.
- 2.1.6 **Application Programming Interface or API:** A set of subroutine definitions, protocols, and tools for building application software. In general terms, it is a set of clearly defined methods of communication between various software components.
- 2.1.7 **Application Software:** As used herein, the term shall mean all core application and all Application Modifications accepted and approved by County, and related Documentation, provided by Contractor pursuant to this Contract. This includes Contractor's DIMS software (also referred to herein as "Contractor's Software") for purposes of license only, and not ownership.

- 2.1.8 **Base Term:** As used herein shall mean the same as set forth in Section 4 (Term of Contract).
- 2.1.9 **Board of Supervisors or Board:** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.10 **Business Day(s):** As used herein, the term, whether singular or plural, shall mean Monday through Friday, excluding County observed holidays, unless stated otherwise.
- 2.1.11 **Business Hour(s):** As used herein, the term, whether singular or plural, shall mean 7:00 a.m. to 5:00 p.m. PT during Business Days.
- 2.1.12 **Chief Executive Office or CEO:** As used herein, the terms shall mean County's Chief Executive Office.
- 2.1.13 **Change Notice:** As used herein, the term shall have the meaning given to such term in Paragraph 8.1 (Amendments and Change Notices).
- 2.1.14 **Change Order:** As used herein, the term shall mean the terms of any Optional Work agreed to by County and Contractor applicable to the provision of Software Enhancements and Customizations by Contractor, as specified in Appendix A (Statement of Work).
- 2.1.15 **Component(s):** As used herein, the term "Component(s)" shall mean, individually and collectively, each and every component of the System, including System Software, System Environment and System Data, irrespective of whether provided by County or Contractor.
- 2.1.16 **Conditional Voter Registration or CVR:** Refers to the fourteen (14) day period prior to Election Day through and including Election Day, an individual can go to the office of their county elections official to conditionally register to vote and vote a provisional ballot.
- 2.1.17 **Confidential Information:** As used herein, the term shall 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).
- Contract:** The agreement executed between County and Contractor. Included are all supplemental contracts 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. This word contract may be used interchangeably with the word "Contract".
- 2.1.18 **Contract Deficiency Report:** This term as used herein shall have the same meaning as set forth in Section 4.3 (Contract

Deficiency Report) of the Statement of Work.

- 2.1.19 **Contract Sum or Total Contract Sum:** As used herein, the term "Contract Sum" shall mean the total monetary amount payable by County to Contractor hereunder, as set forth in Paragraph 5.0 (Contract Sum). The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor, without written consent of County.
- 2.1.20 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into a Contract with the County to perform or execute the work covered by this contract.
- 2.1.21 **Contractor Project Manager:** The dedicated Project Manager designated by the Contractor to administer the agreement operations under this Contract. Individual responsible for the overall day to day project – overseeing the deployment of people, systems and processes needed for the successful implementation of Contractor's solution for County elections.
- 2.1.22 **Contractor Key Personnel:** As used herein, the term shall have the meaning specified in Paragraph 7.1 (Contractor Administration).
- 2.1.23 **Core Application Software Upgrades:** As used herein, the term shall mean periodic updates, revisions, or enhancements to Core Application Software.
- 2.1.24 **County:** The County of Los Angeles in the State of California.
- 2.1.25 **County Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.26 **County Data:** As used herein, the term shall 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.
- 2.1.27 **County Hardware:** As used herein, the term shall mean all County owned computers and other equipment that will be used in conjunction with any Contractor provided hardware as part of the system environment for the provision of Work pursuant to this Contract.
- 2.1.28 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.
- 2.1.29 **County Key Personnel:** As used herein, the term shall have the meaning specified in Paragraph 6.1 (County's Administration).
- 2.1.30 **County Observed Holidays:** Days on which County

departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.

- 2.1.31 **County's Project Administration:** As used herein, the term shall have the meaning specified in Paragraph 6.1 (County's Project Administration).
- 2.1.32 **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.
- 2.1.33 **County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.34 **Critical Election Period:** The election period is defined as E-30 through E+20 for Countywide elections.
- 2.1.35 **Customizations:** As used herein, the term Customizations shall mean Solution Modifications and Application Program Interfaces, and related Documentation, which Contractor may provide upon County's request therefor in the form of Optional Work in accordance with Appendix A (Statement of Work).
- 2.1.36 **Data Information Management System or DIMS:** Refers to the Department's system that manages all voter registration information.
- 2.1.37 **Day(s):** Whether capitalized or not, shall mean calendar day(s), not business or working days, unless otherwise specified.
- 2.1.38 **Debarment:** This term as used herein shall 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.
- 2.1.39 **Declared Vote-by-Mail Voter or DVBM:** If an election precinct has two hundred and fifty (250) or less registered voters on the eighty-eighth (88th) day prior to an election, that precinct may be declared a Vote-by-Mail precinct by the elections official due to unavailability of voting locations and poll workers in small precincts. All voters in such designated precincts will automatically be sent a VBM ballot for that election.
- 2.1.40 **Deficiency or Deficiencies:** As used herein, the term, whether singular or plural, shall mean and include any defect(s) in the development, implementation, materials and/or workmanship; error(s), omission(s) and/or deviation(s) from published and/or mutually agreed upon standards; deviation(s) from any of the requirements or any County approved Deliverables or Specifications under the Contract; and/or other problems 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.

- 2.1.41 **Deficiency Credits:** As used herein, the term shall mean credits or any other form of discount to be applied to the applicable Maintenance Fees for Contractor's failure to timely correct Deficiencies, as specified in Exhibit 5 (System Maintenance), Section 5.1 (Deficiency Credits).
- 2.1.42 **Deliverable** or **Deliverables:** As used herein, the terms, whether singular or plural, shall mean items and/or services provided or to be provided by Contractor under this Contract, including numbered Deliverable(s) in Appendix A (Statement of Work).
- 2.1.43 **Department** or **Department of Registrar-Recorder/County Clerk:** Department 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.
- 2.1.44 **Director:** As used herein, the term "Director" shall mean the Project director of this Contract.
- 2.1.45 **Disabling Device(s):** shall have the meaning specified in 4.1 (General Warranties).
- 2.1.46 **Disaster Recovery Plan:** Plan for how systems and processes would be put back in place in circumstances of massive loss. Example – loss of power or loss of data.
- 2.1.47 **Documentation:** As used herein, the term shall mean any and all written and electronic materials provided or made available by Contractor under this Contract, including, but not limited to, documentation relating to software specifications and functions, training course materials, Specifications including System Requirements, technical manuals, handbooks, flow charts, technical information, reference materials, user manuals, operating manuals, quick reference guides, FAQs, and all other instructions and reference materials relating to the capabilities, operation, installation and use of the system and/or applicable components.
- 2.1.48 **Downtime:** As used herein, the term shall mean shall have the meaning specified in Section 5.1 (Deficiency Credits). It is that period of time when the System or any System Component, due to any Deficiency, fails to function, and as a result, County is unable to utilize the system in accordance with the Specifications, including System Requirements and System Performance Requirements, and this Contract, as further specified in Exhibit 5 (System Maintenance).

- 2.1.49 **Due Date:** As used herein, the term shall mean the due date for the completion of any Deliverable in the Project Schedule or any Change Order.
- 2.1.50 **DXI:** DIMS.net eXternal Interface.
- 2.1.51 **E dates or E- or E+:** Refers to the number of days before the date of an election (E-) or the numbers of day after an election (E+).
- 2.1.52 **Effective Date:** As used herein shall 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.
- 2.1.53 **Elections** (i.e., Federal, Statewide, and Local): A formal and organized process for electing a candidate.
- 2.1.54 **Election Period(s):** The election period is defined per election from the opening of the first Vote Center to the close of the last Vote Center.
- 2.1.55 **Election Plan:** A plan completed by the Contractor that accounts for each and every election task. As needed, the plan will be used as a management tool to ensure the successful completion of all Tasks and Deliverables, according to mandated and time sensitive time frames.
- 2.1.56 **Election Tally System or ETS:** Refers to programmatically tallying election results for an election.
- 2.1.57 **Extension(s):** This term as used herein shall mean the same as set forth in Section 4 (Term of Contract).
- 2.1.58 **Federal Election:** Refers to the primary, general, or special election conducted to elect a President, Vice President, Member of the United States Senate or House of Representatives.
- 2.1.59 **Finalized Requirements:** A detailed documentation that describes the capabilities, features and functionalities of the deliverable/s, including the acceptance criteria approved by both the County Project Director and the County Project Manager.
- 2.1.60 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.61 **Fixed Hourly Rate:** As used herein, the term shall mean the hourly rate, specified in Appendix B (Pricing Schedule), for Professional Services, including Consulting Services, Additional Training and Customizations, which Contractor may provide upon County's request therefor in the form of Optional Work in accordance with Appendix A (Statement of Work).
- 2.1.62 **General Election:** Occurs in November of even numbered

years (i.e., 2020, 2022, 2024, etc.).

- 2.1.63 **Help Desk:** As used herein, the term shall mean Contractor's help desk for providing Support Services hereunder, as specified in Exhibit 5 (System Maintenance).
- 2.1.64 **Help Desk Status Report:** Refers to reports provided by Contractor containing the date problem was reported, the description, severity level, status, staff person assigned to resolve problem, and date problem resolved.
- 2.1.65 **Initial Term:** As used herein, the term shall have the meaning specified in Paragraph 4.1 (Contract Term).
- 2.1.66 **Interface(s):** As used herein, the term "Interfaces" shall mean the set of software mechanisms, consisting of Application Program Interfaces which may be provided by Contractor under this Contract, which allow the transfer of electronic data and/or software commands between computer systems, networks, applications or modules, and related Documentation.
- 2.1.67 **Issue Management Tracking Process:** Refers to the Contractor's tracking process where Departmental IT staff can review the status and updates of the support requests made by the Department .
- 2.1.68 **License:** As used herein, the term "License" shall have the meaning specified in clause 10.2 (License) this Contract.
- 2.1.69 **License Fees:** As used herein, the term "License Fee(s)" shall mean the fees for the License to be paid by County to Contractor over the period of System Implementation and System Maintenance and Election Support services as specified in Appendix B (Pricing Schedule).
- 2.1.70 **License Renewal Fees:** As used herein, the term "License Renewal Fee(s)" shall mean the fees to be paid by County to Contractor for the renewal of the License commencing on the first anniversary of the Effective Date, as specified in Appendix B (Pricing Schedule).
- 2.1.71 **Local Election:** Refers to a municipal, county, or district election.
- 2.1.72 **Maintenance and Support Services:** As used herein shall mean the same as set forth in Exhibit 5 (System Maintenance).
- 2.1.73 **Maintenance Fees:** As used herein, the term shall mean the applicable fees to be paid by County to Contractor for System Maintenance pursuant to Appendix B (Pricing Schedule) and shall include any or all of the following: License Renewal Fees, Software Support Fees and/or System Support Fees.
- 2.1.74 **Maintenance Services:** As used herein, the term shall have the meaning specified in Exhibit 5 (System Maintenance). and

shall comprise part of System Maintenance provided by Contractor under this Contract.

- 2.1.75 **Maximum Fixed Price:** As used herein, the term shall mean the maximum amount to be paid by County to Contractor for any Optional Work approved by County to be provided by Contractor in accordance with Appendix A (Statement of Work).
- 2.1.76 **Mass File:** A data set of all Permanent VBM voters who receive a mail ballot on a permanent basis. Also known as the Perm File.
- 2.1.77 **Mean Time to Resolution:** Time from notification of incident to resolution.
- 2.1.78 **Military or Overseas Voter:** Refers to a voter who is permanently or temporary residing out of the county for an election.
- 2.1.79 **National institute of Standards and Technology or NIST:** This term as used herein shall mean a non-regulatory Federal agency within the United States (U.S.) Department of Commerce that works with industry to develop and apply technology, measurements, and standards and promotes U.S. innovation and industrial competitiveness.
- 2.1.80 **Non-Responsibility:** This term as used herein shall 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.
- 2.1.81 **Non-Responsive:** This term as used herein shall mean the failure of a proposer to comply with all solicitation requirements making the proposer ineligible for consideration in that specific proposal evaluation process.
- 2.1.82 **Option Term:** This term as used herein shall mean the same as set forth in Section 4 (Term of Contract).
- 2.1.83 **Optional Work:** As used herein, this term shall mean Software Enhancements and/or Professional Services, which may be provided by Contractor to County upon County's request and approval in accordance with Appendix A (Statement of Work).
- 2.1.84 **Party or Parties:** This term as used herein shall mean the same as set forth in the Recitals.
- 2.1.85 **Payment Schedule:** As used herein, the term shall mean prices for Deliverables, rates and other fees identified as Appendix B (Pricing Schedule) with all Schedules thereto.
- 2.1.86 **Permanent Vote-by-Mail Voter or PVBM:** Voters who have requested to receive a mail ballot for all elections in which they are eligible to vote.

- 2.1.87 **Personally, Identifiable Information or PII:** This term as used herein shall 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 shall 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.
- 2.1.88 **Pool Dollars:** As used herein, the term "Pool Dollars" shall mean the maximum amount allocated under this Agreement for the provision by Contractor of Optional Work, including Software Enhancements and Professional Services approved by County in accordance with the terms of this Contract.
- 2.1.89 **Precinct:** This term as used herein shall mean a geographical area which contains 1,000 or fewer voters, established for election administration functions. In California, a consolidated precinct is required to contain 1,000 or fewer poll voters. Regular precinct boundaries may change each election to “voting precinct” boundaries, depending on the jurisdictions holding elections and the resulting ballot types.
- 2.1.90 **Primary Election:** Occurs in March of even numbered years (i.e., 2020, 2022, 2024; etc.).
- 2.1.91 **Production Server:** As used herein, the term shall mean the primary Contractor provided system hardware used for all Work under this Contract.
- 2.1.92 **Professional Services:** As used herein, the term shall mean Consulting Services, Additional Training and/or Customizations, which Contractor may provide upon County's request therefor in the form of Optional Work in accordance with Appendix A (Statement of Work).
- 2.1.93 **Project Schedule:** As used herein, the term shall mean the agreed upon timeline for System Implementation Tasks, Subtasks and Deliverables specified in Appendix A (Statement of Work), as identified as Exhibit 4 (Project Schedule).
- 2.1.94 **Proprietary Rights:** As used herein, the term shall mean all legal and equitable rights, including all copyrights, patent rights, trade secrets, trademarks, confidential and proprietary information rights, moral rights and all rights and title in and to the structure, sequence and organization of a work of authorship, and all rights in and to any code, materials, pictures, interfaces, screen displays and audio visual displays and presentations.
- 2.1.95 **Registrar-Recorder/County Clerk or RR/CC:** As used

herein, the term shall mean the Head of the Department of Registrar- Recorder/County Clerk of County of Los Angeles.

- 2.1.96 **Release Event(s):** As used herein, the term "Release Event(s)" shall mean any of the following:
1. A receiver, trustee, or similar officer is appointed for the business or property of Contractor; or
 2. Contractor files a petition in bankruptcy, files a petition seeking any reorganization (without confirming immediately in writing to the Customer that it will continue to maintain the Software in accordance with the terms of the Agreement or any applicable maintenance agreement), makes an arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; or
 3. Any Involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against Contractor and not stayed, enjoined, or discharged within sixty (60) days; or
 4. Contractor takes any corporate action authorizing any of the foregoing; or
 5. Any similar or analogous proceedings or event to those in Sections one (1), two (2), or three (3) above occurs in respect of Contractor within any jurisdiction outside the United States of America; or
 6. Contractor ceases to carry on its business or the part of its business which relates to the Software; or
 7. Contractor or, where relevant, its agent, parent, subsidiary or associated company is in material breach of its obligations as to maintenance or modification of the Software under the Agreement or any maintenance agreement entered into in connection with the Software and has failed to remedy such default notified by the Customer to Contractor within a reasonable period.
- 2.1.97 **Release Notes Report:** As used herein, the term shall mean the document that detail the corrections, changes or enhancements made to any supported portion of the DIMS suite, this includes database, client, services or applications required by DIMSNet.
- 2.1.98 **Responsible:** As used herein shall 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.
- 2.1.99 **Responsive:** As used herein shall mean a proposal submitted to the County that complies with all solicitation requirements.
- 2.1.100 **Resolution Time:** As used herein, the term shall mean the

period of time from County's notification of a Deficiency to Contractor to its correction in accordance with Exhibit 5 (System Maintenance).

- 2.1.101 **Response Time:** As used herein, the term shall mean the acceptable time period within which Contractor shall respond to County following County's report of any Deficiency, as set forth in Exhibit 5 (System Maintenance).
- 2.1.102 **Scheduled Elections:** Include the Primary and General Elections. The Primary Elections are scheduled in March of even numbered years. General Elections are scheduled in November of even numbered years.
- 2.1.103 **Scheduled Downtime:** Shall have the meaning set forth as defined in Exhibit 5 (System Maintenance).
- 2.1.104 **Sensitive Position:** A person with direct access to County PII data.
- 2.1.105 **Severity Level or SL:** As used herein, the terms shall mean the problem severity levels for correction of Deficiencies, as specified in Exhibit 5 (System Maintenance).
- 2.1.106 **Software Enhancements:** As used herein, the term shall mean Customizations and/or Additional Software, including Solution Modifications and Application Program Interfaces, which Contractor may provide upon County's request therefor in the form of Optional Work in accordance with Appendix A (Statement of Work).
- 2.1.107 **Software Support Fees:** As used herein, the term shall mean the annual fees to be paid by County to Contractor for System Maintenance regarding Application Software, as specified in Appendix B (Pricing Schedule).
- 2.1.108 **Solution Modifications:** As used herein, the term shall mean modifications to the Application Software, including system solution, and related Documentation, which Contractor may provide upon County's request therefor as Customizations in accordance with Appendix A (Statement of Work), which will update County's solution and shall become part of, and be deemed, System Software for the purpose of this Contract.
- 2.1.109 **Source Code:** As used herein, the term "Source Code" shall mean the source code for Application Software, to the extent available, developed for or licensed to County under this Agreement by Contractor, including Core Application and Application Modifications, together with all Documentation and other proprietary information related to such source code.
- 2.1.110 **Source Code Escrow Contract:** As used herein, the term "Source Code Escrow Contract" shall mean an agreement between Contractor and a third-party Source Code escrow agent, including all addenda, amendments and modifications

thereto, for depositing the Source Code in accordance with Paragraph 10.3 (Source Code Escrow), incorporated herein by reference as Appendix I (Source Code Escrow Contract).

- 2.1.111 **Special Election:** An unscheduled election conducted as requested where the County is notified by the Board of Supervisors of the County or Governor, no later than sixty-one (61) days before a Special Election as to the services the County is to provide (Elections Code 10002). Special Elections are elections conducted when called, on as-needed basis.
- 2.1.112 **Specifications:** As used herein, the term shall mean any or all of the following, as applicable:
1. All System Performance Requirements and standards set forth in this Contract, including, but not limited to, requirements for system availability and system response time identified in Exhibit 5 (System Maintenance).
 2. The Documentation, to the extent not inconsistent with any of the foregoing in this definition.
 3. All specifications identified as such by Contractor, including, but not limited to, the Project Schedule and the Project Control Document, but only to the extent:
(i) not inconsistent with any of the foregoing in this Paragraph; and (ii) acceptable to County in its sole discretion.
 4. All system environment requirements and certifications provided by Contractor in accordance with this Contract with respect to the system.
 5. All written and/or electronic materials furnished by or through Contractor regarding the Application Software or the system, including functionality, features, capacity, availability, response times, accuracy or any other performance or other system criteria or any element of the System or any system component.
- 2.1.113 **State:** As used herein, the term shall mean the State of California.
- 2.1.114 **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).
- 2.1.115 **Statewide Election:** An election held throughout the State. "Uniform District Election Law" (UDEL) (also known as Local and Municipal Consolidated Election) - An election conducted in November of odd number years (i.e., 2021, 2023, 2025; etc.).
- 2.1.116 **Statewide Voter Registration Database:** A single, uniform,

official, centralized, interactive computerized statewide voter registration list defined, maintained, and administered at the State level.

- 2.1.117 **Subcontract:** A contract by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.118 **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 contract.
- 2.1.119 **Support Hours:** 7:00 a.m. to 5:00 p.m. Pacific Local Time daily.
- 2.1.120 **Support Services:** As used herein, the term shall have the meaning specified in Exhibit 5 (System Maintenance) and shall comprise part of System Maintenance provided by Contractor under this Contract.
- 2.1.121 **System Availability:** As used herein, the term "System Availability" shall mean the percentage of time during any month of System Maintenance when the System does not experience any Downtime and all System Components available to County.
- 2.1.122 **System Data:** As used herein, the term "System Data" shall mean all County Data and external data, whether provided by County or Contractor during the term of this Contract.
- 2.1.123 **System Environment:** As used herein, the term "System Environment" shall mean System Hardware, System Network and Third-Party Software components provided by Contractor in accordance with Contractor's specifications or by Contractor.
- 2.1.124 **System Hardware:** As used herein, the term "System Hardware" shall mean the Production Server, Back-Up Server and other equipment provided by Contractor for the System and performance of Work pursuant to this Contract.
- 2.1.125 **System Performance Deficiency:** As used herein, the term shall mean failure by the system to meet any of the System Performance Requirements as specified in Exhibit 5 (System Maintenance).
- 2.1.126 **System Performance Requirements:** As used herein, the term shall mean the performance requirements for the system, including system availability, System Response Time and Back-up Server Hosting as specified in Exhibit 5 (System Maintenance).
- 2.1.127 **System Performance Warranty:** As used herein, the term shall mean Contractor's warranty to meet System Performance Requirements as specified in Exhibit 5 (System Maintenance).

- 2.1.128 **System Requirements:** As used herein, the term shall mean business, operational, technical and/or functional requirements relating to the operation or utilization of the system, as specified in Appendix A (Statement of Work).
- 2.1.129 **System Response Time:** As used herein, the term shall mean the time elapsed from the entry of a query at a workstation to the time the workstation fully displays the complete results, as may be further specified in Exhibit 5 (System Maintenance).
- 2.1.130 **System Software:** As used herein, the term shall mean Application Software and any Third-Party Software, and related Documentation, provided under this Contract by Contractor in accordance with Contractor's specifications or by Contractor, as applicable, as further specified in Appendix A (Statement of Work), including Application Modifications, Solution Modifications, and Software Enhancements.
- 2.1.131 **System Support Fees:** As used herein, the term shall mean the monthly fees to be paid by County to Contractor for System Maintenance, as specified in Appendix B (Pricing Schedule).
- 2.1.132 **System Upgrade** shall have the meaning set forth in Section 5.2 (System Performance Requirements and Deficiencies).
- 2.1.133 **Task or task and Subtask or subtask:** As used herein, the terms, whether singular or plural, shall 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).
- 2.1.134 **Test Environment:** As used herein, the term shall mean the non-production System Environment set up by Contractor pursuant to Appendix A (Statement of Work) for Application Software implementation, System Tests and System Training.
- 2.1.135 **Update(s):** As used herein, the term, whether singular or plural, shall mean and include any additions to and/or replacements to the Application Software, available or made available subsequent to Final Acceptance, and shall include all Application Software performance and functionality enhancement releases, new Version Releases, System Software upgrades, improvements, interim updates, including fixes and patches, Deficiency corrections, and modifications to the Application Software, including those required for the System Software to remain in compliance with applicable Federal and State laws and regulations and the terms of this Contract, provided by Contractor in accordance with Exhibit 5 (System Maintenance) with all Schedules thereto.
- 2.1.136 **User(s) or user(s):** As used herein, the terms, whether singular or plural, shall mean any person or entity authorized by County of Los Angeles or Department of Registrar-Recorder/County Clerk to access or use the system pursuant

to this Contract.

- 2.1.137 **User Acceptance Test:** As used herein, the term shall mean the System Test conducted in accordance with Appendix A (Statement of Work).
- 2.1.138 **Version Release:** As used herein, the term shall mean Contractor's Application Software major version upgrade which contains new software functionalities and features and/or system compatibilities, including any Replacement Product.
- 2.1.139 **Vote Center:** Refers to location where voters will have the freedom to cast a ballot in-person within their county instead of being tied to a single polling location. Vote centers look and feel like polling places but provide additional modern features to make voting easy and convenient. Vote centers are required to be operational (ten) 10 days prior to an election through election day as well as have the ability for a voter to vote in-person, drop off their ballot, get a replacement ballot, vote using an accessible voting machine, get help and voting material in multiple languages, register to vote or update their voter registration.
- 2.1.140 **Voter History:** Refers to the electronic record of each time a voter participates in a state or Federal election.
- 2.1.141 **Voter Information Management System or VIMS:** A software application system that automates voter registration and election management functions.
- 2.1.142 **VoteCal System:** Refers to California's Statewide Voter Registration Database.
- 2.1.143 **Voter Registration File:** Also known as Voter File or Voter Index File, as pursuant to Article 5 commencing with section 2180 of the California Election Code, is a file of all voter registration records in Los Angeles County. The file includes a variety of voter types: permanent, declared, military, overseas, foreign language voters, etc.
- 2.1.144 **Voter Registration System License and Support Services:** Refers to a voter registration and election management application that enables election officials to register voters and conduct elections from a central data store. This system allows for both single jurisdictions and states to manage elections from the same interface.
- 2.1.145 **Warranties:** As used herein, the term shall mean the warranties regarding Contractor's performance under the Contract, including the system, as specified in Exhibit 5 (System Maintenance). This definition does not limit or preclude any other warranties implied by law or equity into this Contract.
- 2.1.146 **Warranty Period:** As used herein, the term shall have the

meaning set forth in Exhibit 5 (System Maintenance).

- 2.1.147 **Web or Web Services:** As used herein, the terms shall mean a software system designed to support interoperable computer interactions over a network.
- 2.1.148 **Web-Server Hosting:** As used herein, the term shall mean system operation at a physical location that houses the dedicated servers, hardware and networks for the DIMS and provides direct Web access to the internet, as further specified in Appendix A (Statement of Work).
- 2.1.149 **Wide Area Network or WAN:** Refers to a collection of data network that covers a broad area (i.e., any telecommunications network that links across metropolitan, regional, national or international boundaries) using leased or privately-owned data links.
- 2.1.150 **Work:** As used herein, the term shall mean any and all tasks, subtasks, deliverables, goods, services and other work provided, or to be provided, by or on behalf of Contractor pursuant to this Contract, including system components, system implementation services, system maintenance and Optional Work.

DIMS.net ELECTION MANAGEMENT SYSTEM

TOTAL PRICING SUMMARY

DIMS.net ELECTION MANAGEMENT SYSTEM	
Contractor's Name: RUNBECK ELECTION SERVICES	

Work Description	Total Firm Fixed Price
System Maintenance	\$4,753,896
Optional Work (Pool Dollars)	\$400,000
Total Price	\$5,153,896

DIMS.net ELECTION MANAGEMENT SYSTEM
Contractor's Name: RUNBECK ELECTION SERVICES

Work Description	Year 1 (1/1/2021 - 12/31/21)	Year 2 (1/1/2022 - 12/31/22)	Optional Year 3 (1/1/2023 - 12/31/23)	Optional Year 4 (1/1/2024 - 12/31/24)	Extension Year 5 (1/1/25-12/31/25)	Extension Year 6 (1/1/26-12/31/26)	Optional 6 Months (1/1/27-6/30/27)	Optional 6 Months (7/1/27-6/30/27)	Total Firm Fixed Price
System Maintenance	\$674,535	\$674,535	\$691,398	\$708,683	\$668,249	\$668,249	\$334,124	\$334,124	\$4,753,898
Optional Work (Pool Dollars)	\$100,000	\$100,000	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$400,000
Tota	\$774,535	\$774,535	\$791,398	\$808,683	\$668,249	\$668,249	\$334,124	\$334,124	\$5,153,898

DIMS.net ELECTION MANAGEMENT SYSTEM
Contractor's Name: RUNBECK ELECTION SERVICES

Subtask/Deliverables
TASK 1 – SUPPORT AND MAINTENANCE SERVICES
1.1 - Core Application Software Upgrades
1.2 – Help Desk Support A contact will be available twenty-four (24) hours a day, seven (7) days a week during Critical Election Periods. At any other time, a resource will be available during business hours of 7:00am-5:00pm Pacific Local Time. In addition, respond according to severity levels above.
1.3 - Status Reports- Help Desk Status Reports
1.4 – Issue Management Tracking Within three (3) months of Effective Date of the Contract, Contractor must establish an Issue Management Tracking process that provides the County access to DIMS issue report. This tracking process must also provide a reporting mechanism to export the issues/bugs for County's management review with Operation teams.
TASK 2 – SYSTEM INTERFACE PROGRAMMING AND EXECUTION
2.1 - Define and Maintain Interface Software for the Statewide Voter Database (VoteCal)
2.2 - Real Time Electronic Pollbook (E-Pollbook) API
TASK 3 – EXTERNAL ACCESS PLAN AND CONFIGURATION
3.1 Contractor shall provide consulting services around use case analysis to determine appropriate DIMS.net System access by the City Clerks.
3.2 Contractor shall provide a written report outlining the configuration setting changes in DIMS.net System required to set-up City Clerk access.
3.3 Contractor shall provide training to County describing steps for configuration of security access changes in DIMS.net System required to set-up limited City Clerk access.
3.4 Contractor shall advise County of configuration setting changes in DIMS.net System required to setup City Clerk access in both the Test and Production Environments.
TASK 4 – CHANGE ORDER PROCESS
4.1 - Contractor will submit Change Order with firm and fixed pricing according to Appendix B (Pricing Schedule), when applicable. County will approve any Change Order by utilizing the Optional Work Schedule B.1 for Pool Dollars.
TASK 5 – ACCOUNT MANAGER
The Contractor shall hire and provide an Account Manager that is assigned to work Problems and enhancements that are reported/requested by the County. The Contractor's Account Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and for reporting to County in the manner set forth by Department. The Contractor's Account Manager shall be responsible for Contractor's performance of all its tasks and subtasks and ensuring Contractor's compliance with this Contract.
From the Effective Date through the expiration of the term of this Contract, the Contractor's Account Manager shall meet and confer with County's Project Manager on a regular basis to review project progress and discuss project coordination. Such meetings shall be conducted at a time and place convenient to County's Project Manager.
<input type="checkbox"/> The Contractors will notify County in writing of any changes in the name and contact information of Contractor's Account Manager.

DIMS.net ELECTION MANAGEMENT SYSTEM
Contractor's Name: RUNBECK ELECTION SERVICES

System Maintenance	Firm Fixed Price								
	<u>Year 1</u> <u>(1/1/2021</u> <u>=</u> <u>12/31/21)</u>	<u>Year 2</u> <u>(1/1/2022</u> <u>= 12/31/22)</u>	<u>Optional</u> <u>Year 3</u> <u>(1/1/2023 –</u> <u>12/31/23)</u>	<u>Optional Year</u> <u>4 (1/1/2024–</u> <u>12/31/24)</u>	<u>Extension</u> <u>Year 5 (1/1/25-</u> <u>12/31/25)</u>	<u>Extension</u> <u>Year 6</u> <u>(1/1/26-</u> <u>12/31/26)</u>	<u>Optional</u> <u>6 Months</u> <u>(1/1/27-</u> <u>6/30/27)</u>	<u>Optional</u> <u>6 Months</u> <u>(7/1/27-</u> <u>6/30/27)</u>	<u>Firm Fixed Price</u> <u>TOTAL</u>
DIMS.net Software License, Maintenance & Support Services	\$674,535	\$674,535	\$691,398	\$708,683	\$668,249	\$668,249	\$334,124	\$334,124	\$4,753,898
Application Software									
Application Modifications									
Replacement Products									
Updates/Upgrades									
Help Desk Support (Technical and User Support)									
New Alternate Account Manager- 24/7 Help Desk Assistance during Countywide Elections									
Contract Administration/Security Requirements									
Total of System Maintenance	\$674,535	\$674,535	\$691,398	\$708,683	\$668,249	\$668,249	\$334,124	\$334,124	\$4,753,898

* Software License and Maintenances: These fees will be billed in monthly payments. Each monthly payment shall be paid in arrears of the applicable month invoiced.

DIMS.net ELECTION MANAGEMENT SYSTEM
Contractor's Name: RUNBECK ELECTION SERVICES

Optional Work*	Fixed Hourly Rate
Labor Resources	\$200
1. Requested on-site service = \$1,820 per day/per person 2. Requested remote database migration support = \$200 per hour 3. Requested remote technical support = \$200 per hour 4. Requested system enhancements = \$200 per hour 5. Requested VoteRemote (ASR Interface) = \$200 per hour 6. Requested ePollBook Interface = \$200 per hour	

Fixed Hourly Rate shall be used to calculate Maximum Fixed Price for Optional Work, which may be provided by Contractor during the term of the Agreement. Fixed Hourly Rate shall not increase during the term of the Agreement.

* Optional Work will be determined solely by County. Contractor is not required to enter any pricing other than the Fixed Hourly Rate.

DIMS.net ELECTION MANAGEMENT SYSTEM SCHEDULE B.1
OPTIONAL WORK

APPENDIX B - PAYMENT SCHEDULE

DIMS.net ELECTION MANAGEMENT SYSTEM					
Contractor's Name: RUNBECK ELECTION SERVICES					
<u>SCHEDULE B.1</u> Optional Work					
1. OPTIONAL WORK/Pool Dollar					
Item No.	Description/type	Request Date	Delivery Date	County Approval Date	Maximum Fixed price
	SUBTOTAL				\$

Note 2: Any applicable state and local taxes are not included and are the responsibility of Customer. Premium or rush transportation services incurred in connection with deliverables included in the Total Fees are additive and will be billed as incurred.

COUNTY'S ADMINISTRATION

CONTRACT: VOTER REGISTRATION SYSTEM LICENSE AND SUPPORT SERVICES

CONTRACT NO: 20-001

COUNTY PROJECT DIRECTOR:

Name: Aman Bhullar
Title: Assistant Registrar-Recorder/County Clerk, Information Technology Bureau
Address: 12400 Imperial Highway
Room 7001
Norwalk, California 90650
Telephone: (562) 462-2714
E-Mail Address: abhullar@rrcc.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Hector M. Manzo
Title: Division Manager, Voter Systems
Address: 12400 Imperial Highway
Room 6001C
Norwalk, California 90650
Telephone: (562) 353-5036
E-Mail Address: hmmanzo@rrcc.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Amy Farsakyan
Title: Manager, Information & Voter Registration System
Address: 12400 Imperial Highway
Room 6001C
Norwalk, California 90650
Telephone: (562) 462-2443
E-Mail Address: amargaryan-farsakyan@rrcc.lacounty.gov

COUNTY CONTRACTS MANAGER:

Name: Cecille Asuncion
Title: Manager, Contracts and Grants
Address: 12400 Imperial Highway
Room 7211
Norwalk, California 90650
Telephone: (562) 383-2561
E-Mail Address: casuncion@rrcc.lacounty.gov

COUNTY CONTRACTS ANALYST:

Name: Melinda Huynh
Title: Contracts Analyst
Address: 12400 Imperial Highway
Room 7211
Norwalk, California 90650
E-Mail Address: mhuynh@rrcc.lacounty.gov

COUNTY CONTRACTS MONITOR:

Name: Coletta Candler
Address: 12400 Imperial Highway
Room 7211
Norwalk, California 90650
Telephone: (562) 888-4306
E-Mail Address: contracts@rrcc.lacounty.gov

CONTRACTS QUESTIONS:

For contracts questions, send an e-mail to contracts@rrcc.lacounty.gov.

INVOICE QUESTIONS:

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

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

CONTRACTOR'S ADMINISTRATION

CONTRACT: VOTER REGISTRATION SYSTEM LICENSE AND SUPPORT SERVICES

CONTRACT NO: 20-001

CONTRACTOR'S PROJECT DIRECTOR:

Name: Matt Kaiser
Title: Director of DIMS.net
Address: 2800 South 36th Street
Phoenix, Arizona 85034
Telephone: (602) 509-3056
E-Mail Address: mkaiser@runbeck.net

CONTRACTOR'S PROJECT MANAGER:

Name: Annie Tcha
Title: Account Manager, Election Management Systems
Address: 2800 South 36th Street
Phoenix, Arizona 85034
Telephone: (530) 329-1084
E-Mail Address: atcha@runbeck.net

CONTRACTOR'S AUTHORIZED OFFICIAL:

Name: Rizwan Fidai
Title: Vice President, Sales
Address: 2800 South 36th Street
Phoenix, Arizona 85034
Telephone: (480) 455-1095
E-Mail Address: rfidai@runbeck.net

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING ADDRESS:

Name: Jeff Ellington
Title: Chief Executive Officer
Address: 2800 South 36th Street
Phoenix, Arizona 85034
Telephone: (480) 455-1028
E-Mail Address: jellington@runbeck.net

Name: Rizwan Fidai
Title: Vice President, Sales
Address: 2800 South 36th Street
Phoenix, Arizona 85034
Telephone: (480) 455-1095
E-Mail Address: rfidai@runbeck.net

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act ([Government Code Section 84308](#)), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State "none" if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

[Click or tap here to enter text.](#)

- a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: [Click or tap here to enter text.](#)
- b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months: [Click or tap here to enter text.](#)
- c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:
[Click or tap here to enter text.](#)

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

[Click or tap here to enter text.](#)

b) Subsidiaries:

[Click or tap here to enter text.](#)

c) Related Business Entities:

[Click or tap here to enter text.](#)

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

[Click or tap here to enter text.](#)

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

[Click or tap here to enter text.](#)

CONTRIBUTION AND AGENT DECLARATION FORM

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

(Do not list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, or (2) provide purely technical data or analysis, and who will not have any other type of communication with a County agency, employee, or officer.)

Click or tap here to enter text.

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

Click or tap here to enter text.

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

*Please attach an additional page, if necessary.

CONTRIBUTION AND AGENT DECLARATION FORM

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are [Click or tap here to enter text.](#) additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, [Click or tap here to enter text.](#) (Authorized Representative), on behalf of [Click or tap here to enter text.](#) (Declarant Company), at which I am employed as [Click or tap here to enter text.](#) (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

[Click or tap here to enter text.](#)

Signature

Date

CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

I, [Click or tap here to enter text.](#), declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

[Click or tap here to enter text.](#)

Signature

Date

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.



 Chief Executive Office

10/10/2024

 Date

Justification:

The RR/CC is responsible for the registration of voters, maintenance of voter records, vote by mail, petitions, polling location officers and polling location files, and the conduct of federal, State, and special elections that affect Los Angeles County. The extension is required to ensure DIMS Election Management System (EMS) software, interfaces, and related support and maintenance services continue while work to implement the new modern, scalable, and secure EMS is completed and implemented during the 2026 Election Cycle. System license, maintenance, and support services are required for the continued support of the RR/CC's Voter Information Management System as well as any future system enhancements which are legally mandated by the Help America Vote Act (HAVA) and/or State of California law, regulation, or statute.

As such, the RR/CC plans to enter into a sole source contract extension with Runbeck to ensure sufficient time is allocated for the implementation of the new EMS replacement solution/system. Furthermore, this support is required by Runbeck to ensure the current system license, maintenance, and support services continue with no interruptions for at least twenty-four (24) months and 2 optional Six (6) Month to Month extension, for the RR/CC to complete the replacement solution targeted for 2026 Election Cycle. This will allow the RR/CC to continue uninterrupted and critical support of VIMS and the support of all elections while working on the new system's implementation.