



DEAN C. LOGAN
Registrar-Recorder/County Clerk

LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

December 17, 2024

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

30 December 17, 2024

Edward Yen
EDWARD YEN
EXECUTIVE OFFICER

Dear Supervisors:

REQUEST APPROVAL OF CONTRACT #24-005 WITH K&H INTEGRATED PRINT SOLUTIONS FOR OUTGOING VOTE BY MAIL SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Department of Registrar-Recorder/County Clerk (Department) requests approval to execute Contract #24-005 with K&H Integrated Print Solutions (Contractor) to provide Outgoing Vote by Mail Services to assist with the preparation and delivery of Vote by Mail ballots to voters before elections.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve a Contract with Contractor substantially similar to Attachment 1, to provide Outgoing Vote by Mail Services, for an initial period of five (5) years, with two (2) additional one-year periods and six (6) month-to-month extensions, for a total maximum Contract term of seven (7) years and six (6) months and a total Contract sum of \$113,888,239 which includes both the initial term and all optional and extension terms.
2. Delegate authority to the Registrar-Recorder/County Clerk (RR/CC) or designee to prepare and execute future amendments to extend the initial five (5) year Contract for two (2) one-year options and six (6) month-to-month extensions.
3. Delegate authority to the RR/CC or designee to prepare and execute future amendments to the Contract as needed to: (1) reflect changes resulting from changes in federal, state and County legislation; (2) reflect changes resulting from changes in County Policy Terms and Conditions; or (3) modify the Statement of Work to meet operational needs based on County Counsel advisement.
4. Delegate authority to the RR/CC or designee to execute changes to the total Contract sum up to an additional ten percent (10%), or \$11,388,824, to account for any unforeseen increases provided

County Counsel approval is obtained.

5. Delegate authority to the RR/CC or designee to terminate the Contract provided County Counsel approval is obtained.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended Contract with the Contractor is to assist the Department with preparing and sending Vote By Mail (VBM) ballots to all registered voters in Los Angeles County (County) prior to scheduled elections and on an as-needed basis for special elections, and providing rapid and accurate VBM election outgoing mailing services on an intermittent basis. Scheduled elections include elections to be administered pursuant to the Uniform District Election Law (UDEL), primary elections, and general elections. Special Elections are unscheduled elections that are requested or needed basis, as authorized by the County Board of Supervisors (BOS) or by the Governor of the State of California (e.g., Elections Code section 362, 8026, 10002, 10406, and 10700). Contractor will print and mail VBM ballots, as part of the outgoing election mailing process to all County voters before each election. These services are necessary for all regularly scheduled elections and, on an as-needed basis, for special elections or special election-related projects.

Specifically, Contractor will be responsible for printing and producing VBM packets, which are mailed to voters ahead of each election. VBM packets contain various election materials, such as voter instructions, vote center and consolidated drop box locations, the "I Voted" sticker, inserts, the VBM ballot, and a return envelope. Contractor will provide all of the following applicable services during the outgoing election mailing process: (1) print VBM ballots and related generic election materials; (2) prepare and insert materials into envelopes; (3) provide inkjet equipment and staff to print election information onto envelopes and other election materials; (4) provide insertion equipment and staff to insert materials into VBM packets and other election materials; and (5) provide other mailing services (i.e., presort, storage, verification, transport of VBM ballot envelope packets to the U.S. Postal Service (USPS) to meet their specifications, and the formatting of USPS Address Correction Service data, if made available, from all eligible mailings).

The Department will begin planning and working with Contractor as early as one hundred twenty (120) days before any election.

California Voter's Choice Act

The California Voter's Choice Act (VCA) (codified in Elections Code section 4005 et. seq.) was fully implemented in Los Angeles County in 2020, four years ahead of schedule (originally 2024), and in response to the COVID-19 pandemic. The early adoption of the VCA by the BOS ensures that all voters receive a VBM ballot and have an additional safe and accessible voting option.

Under the VCA, all registered, active voters are mailed a VBM ballot twenty-nine (29) days before election day. Prior to the enactment and implementation of the VCA, voters were required to request a VBM ballot if they desired one. The previous process resulted in approximately two million (2,000,000) voters requesting VBM ballots during major Countywide elections. With the full implementation of the VCA, the Department is now required to mail a VBM ballot to every registered

voter in the County, totaling approximately 5.7 million VBM ballots for every Countywide election. Since 2020, the Department has mailed approximately 5.7 million VBM ballots for each Countywide election. The Department also mails VBM ballots to absent military service members and overseas voters in each election, and to eligible voters in local elections.

Upcoming Elections

During the base Contract term, the Department anticipates having to conduct approximately twenty-five elections, including five Countywide elections. In addition to the scheduled elections, the Contract provides the Department with flexibility to provide voters with outgoing VBM Election Mailing services in the event of any unscheduled elections.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

Goal No. III, Realize Tomorrow's Government Today: Our increasingly dynamic and complex environment challenges our collective abilities to respond to public needs and expectations. The Department strives to be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.

FISCAL IMPACT/FINANCING

The total Contract sum is \$113,888,239, which includes the initial term and all option terms. The maximum Contract sum is \$125,277,063, which includes an additional ten (10) percent, or \$11,388,824, to account for unforeseen increases provided that approval to do so is obtained from County Counsel.

- [Five Year] Base Term: \$71,542,064
- Option Year 1: \$14,308,413
- Option Year 2: \$14,308,413
- Option 6 months: \$13,729,349

The Department has ongoing and one-time funding for Outgoing Vote By Mail services in the Fiscal Year 2024-25 Budget. Any additional funding required will be requested in future budget cycles, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The BOS is authorized to approve this Contract pursuant to Government Code section 23004.

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

Pursuant to the Elections Code, the RR/CC is the County elections official responsible for and required to conduct federal, State and local elections, including to ensure the availability of VBM ballots to voters for such elections (Elections Code section 3000 et seq.).

The Contract contains County standard provisions regarding Contractor obligations and compliance with all Board of Supervisors and Chief Executive Office (CEO) requirements.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) was consulted with regard to the information technology (IT) components of this request. The OCIO determined this recommended action does not necessitate a formal CIO Analysis.

The Contract contains Board required provisions including those pertaining to consideration of qualified County employees targeted for layoff, as well as qualified GAIN/START participants for employment openings, compliance with Jury Duty Ordinance, and Child Support Compliance Programs. In addition, the Contractor is required to notify the County when the Contract term is within six (6) months from expiration and when seventy-five percent (75%) of the authorized Contract amount has been expended.

Under the VCA, the County is currently responsible for mailing VBM ballots to approximately 5.7 million registered voters for every Countywide election. In addition, the Department is responsible for providing election support services to conduct city, district and special elections upon request by the local jurisdictions and approval by the BOS. Pursuant to California Elections Code section 3114, VBM ballots must also be mailed to eligible military and overseas voters by no later than 45 days before an election, and all other registered voters must be mailed a ballot no later than twenty-nine (29) days before the day of election (Cal. Elec. Code § 3000.5).

This Contract ensures continuation of outgoing VBM Election Mailing Services for approximately 5.7 million registered voters in the County in upcoming elections through the expiration of the Contract. These services are necessary to meet functional, business, and legal requirements mandated by federal and state law.

County Counsel has reviewed this Board letter and attached Contract and has approved the Contract as to form. The Contract contains County standard provisions and is in compliance with all BOS, CEO, and County Counsel requirements.

CONTRACTING PROCESS

The Department issued Request for Proposals (RFP) #23-002 on November 8, 2023, on the County's "Doing Business with the County" website for proposals from firms that provide Election Mailing Services. Additionally, solicitation letters were sent to all vendors certified by the California Secretary of State to print ballots within the State of California. The Proposers' Conference was held virtually online on November 29, 2023, and attended by two (2) vendors.

Advertisements were published with the following newspapers that cover all five Board Districts: Los Angeles Times, Los Angeles Daily News, and Whittier Daily News. The RFP was also placed on social media via the Department's Facebook and Twitter accounts. The Department received submissions from two proposers. One submission was disqualified as a result of an incomplete submission and inability to meet the minimum requirements set forth within the RFP, which were material enough to deem the proposal non-responsive. Disqualification review was requested by the Proposer, which was conducted by the Department. The Department found no merit in the request for review.

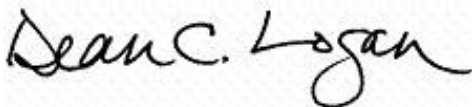
The three-phase evaluation process analyzed each proposer's ability to meet the minimum requirements, their business and cost proposals, and their respective finalist presentations, resulting in the Contractor's proposal being chosen as the top ranked, highest scored proposal. Therefore, this proposer is now recommended as the Contractor for this Contract.

County Counsel has reviewed this Board letter and approved it as to form. CEO Risk Management Branch has also reviewed and approved the insurance and indemnification provisions as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of Contract #24-005 with the Contractor will ensure the County's registered voters receive VBM ballots accurately and timely prior to each election. The Department works closely with The Contractor to provide full-service Outgoing VBM Election Mailing Services using state of the art equipment at Contractor's mailing facility. The new Contract with The Contractor will assist the Department to prepare and send VBM ballots to all registered voters in Los Angeles County prior to all future scheduled and special elections. Approval of the recommended action will ensure that VBM ballots are mailed to approximately all 5.7 million active, registered voters in Los Angeles County during major elections during the contract term.

Respectfully submitted,



DEAN C. LOGAN

Registrar-Recorder/County Clerk

DCL:JG:MF

JJ:JS:jw

Enclosures

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



CONTRACT #24-005

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

K&H INTEGRATED PRINT SOLUTIONS

FOR

OUTGOING VOTE BY MAIL SERVICES

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EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing Schedule
- C** Intentionally Omitted
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution
 - F1** Contractor Acknowledgement and Confidentiality Agreement
 - F2** Contractor Employee Acknowledgement and Confidentiality Agreement
 - F3** Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law
- H** Forms Required at the Completion of The Contract Involving Intellectual Property Developed-Designed By Contractor
 - H1** Intentionally Omitted
 - H2** Intentionally Omitted
 - H3** Intentionally Omitted
- I** Intentionally Omitted
- J** Intentionally Omitted
- K** Intentionally Omitted
- L** Debarment Certification
- M** Background Check Attestation Form

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
K&H INTEGRATED PRINT SOLUTIONS
FOR
OUTGOING VOTE BY MAIL SERVICES**

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 K&H Integrated Print Solutions (K&H), hereinafter referred to as "Contractor". K&H is located at 7720 Hardeson Road, Suite A, Everett, Washington 98203.

RECITALS

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

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

WHEREAS, the Board of Supervisors has authorized the Department Head of the Registrar-Recorder/County Clerk to enter into this Contract with the Contractor for Outgoing Vote by Mail services pursuant to Government Code Sections 23005 and 31000.

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Exhibits:

- Exhibit A Statement of Work and Attachments
- Exhibit B Pricing Schedule
- Exhibit C Intentionally Omitted

- Exhibit D County's Administration
- Exhibit E Contractor's Administration
- Exhibit F Forms Required at the Time of Contract Execution
 - F1** Contractor Acknowledgement and Confidentiality Agreement
 - F2** Contractor Employee Acknowledgement and Confidentiality Agreement
 - F3** Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- Exhibit G Safely Surrendered Baby Law
- Exhibit H Intentionally Omitted
 - H1** Intentionally Omitted
 - H2** Intentionally Omitted
 - H3** Intentionally Omitted
- Exhibit I Intentionally Omitted
- Exhibit J Intentionally Omitted
- Exhibit K Intentionally Omitted
- Exhibit L Debarment Certification
- Exhibit M Background Check Attestation Form

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 Change Notices) and signed by both parties.

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

- 2.1.1 Contract:** This agreement executed between County and Contractor. Included are all 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.
- 2.1.2 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.3 County Information:** Any County information, data, records, and information to which Contractor has access or possession or that have otherwise been provided to Contractor, whether or not intended under or for the purposes of the Contract, and includes any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular voter, consumer or household including name, address, e-mail address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, geographic location, marketing data, credit data, or any other identification data. For the avoidance of doubt, County Information shall include (a) all “nonpublic information,” as defined by the Gramm-Leach-Bliley Act (15 USC § 6801 et seq.), (b) personal information as defined by California Civil Code §§ 1798.29, 1798.8082, and 1798.140 (California Consumer Privacy Act of 2018, effective January 1, 2020) as amended and supplemented by the California Privacy Rights Act of 2020 (effective December 16, 2020; operative January 1, 2023), (c) protected health information or individually identifiable health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HiTECH) Act or as defined by the Code of Federal Regulations (45 CFR § 160.103), (d) personal data as defined by the EU General Data Protection Regulation (Regulation (EU) 2016/679), and/or (e) affidavits of voter registration, voter registration information, and voter registration records as set forth in California Elections Code section 2194, California Government Code section 7924.000 and California Code of Regulations section 19001 et seq. For the further avoidance of doubt, County Information is not limited to proprietary or confidential information, and need not constitute trade secret information.
- 2.1.5 Contractor’s Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.

- 2.1.6 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.7 County's 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.
- 2.1.8 County's 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.
- 2.1.9 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/>.
- 2.1.10 Day(s):** Calendar Day(s) unless otherwise specified.
- 2.1.11 Department:** The County of Los Angeles Department of Registrar-Recorder/County Clerk, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.12 Department Head:** The Registrar-Recorder/County Clerk.
- 2.1.13 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.14 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.15 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.16 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.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth in herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, 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 must have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract will be five (5) years commencing after execution by the Department Head or his/her designee as authorized by the Board of Supervisors, 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 one (1) year periods and six (6) month-to-month extensions, for a maximum total Contract term of seven (7) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Department Head or his/her designee as authorized by the Board of Supervisors.

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 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 must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

The maximum total Contract Sum is \$113,888,239. All costs should be charged in accordance with Exhibit B (Pricing Schedule). The maximum Contract Sum for the Base Term is \$71,542,064. The maximum Contract Sum for each Option Year is \$14,308,413 and the maximum Contract Sum for the six month-to-month extensions is \$13,729,349.

The Contract allows the RR/CC, or designee, to execute amendments increasing the contract sum up to 10% of the original Contract Sum if approved by County Counsel. If the option to increase the Contract Sum is exercised, the maximum contract amount for the Contract will not exceed \$125,277,063.

5.2 Written Approval for Reimbursement

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, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor must 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 must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

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

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 must immediately notify County and must 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.

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

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

5.5.3 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.4 All invoices under this Contract must be submitted via hard copy and email to the following address:

Registrar-Recorder/County Clerk
ATTN: Accounts Payable
12400 Imperial Highway, Room 7211
Norwalk, CA 90650
accountspayable@rrcc.lacounty.gov

5.5.5 County Approval of Invoices

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

5.5.6 Preference Program Enterprises - Prompt Payment Program (if applicable)

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 (Preference Program Payment Liaison and Prompt Payment Program).

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 must 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 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.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

6.2 County's Project Director

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

- 6.2.1** 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
- 6.2.2** 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

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

- 6.3.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work 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 Project Monitor

The role of the County's 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 Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

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 Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.5 Background and Security Investigations

- 7.5.1** Background and security investigations of Contractor staff are required as a condition of beginning and continuing work under this Contract. Contractor shall be responsible for the ongoing implementation and monitoring of Subparagraphs 7.5.1 through 7.5.9.
- 7.5.2** For purposes of background and security investigations, all of the positions assigned to Contractor's staff performing services under this Contract are designated sensitive positions. As such, Contractor staff shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of if the member of Contractor staff passes or fails the background investigation.
- 7.5.3** No staff employed by the Contractor or Subcontractor for this service having access to Departmental information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to County and employment of the staff for this service is approved in writing by the County.
- 7.5.4** If a member of Contractor staff does not pass the background investigation, County may request that the member of Contractor staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor staff any information obtained through the County's background investigation.
- 7.5.5** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

- 7.5.6** Disqualification of any member of Contractor staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.5.7** No Contractor or Subcontractor staff providing services under this Master Agreement shall be on active probation or parole.
- 7.5.8** Contractor or Subcontractor staff performing services under this Master Agreement shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
- 7.5.9** Contractor shall sign, attest, and adhere to Exhibit M (Background Check Attestation Form).

7.6 Confidentiality

- 7.6.1** Contractor must 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 must 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, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 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 must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

- Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).
- Contractor will cause each employee performing services covered by this Contract and receiving County Information to sign and adhere to the provisions of Exhibit F2 (Contractor Employee Acknowledgment and Confidentiality Agreement).
- Contractor will cause each non-employee and each Subcontractor and their respective employees performing services covered by this Contract and receiving County Information to sign and adhere to the provisions of Exhibit F3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

8.1.1 For any change which affects the scope of work, term, Contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Department Head or their designee.

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

8.1.3 For any change which is clerical or administrative in nature and/or does not affect any material term or condition of this Contract, a written change order ("Change Notice") may be prepared and executed by the Department Head or their designee.

8.1.4 The Department Head or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of

such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the Department Head or their designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor must 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 must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, 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 delegate 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 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, will 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

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

8.4 Budget Reductions

In the event that the County's Board 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 must continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor must develop and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- Within five (5) business days after the Contract effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within five (5) business days for County approval.
- If, at any time, the Contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within one (1) business day of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

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

8.6 Compliance with Applicable Laws

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

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. Additionally, Contractor certifies to the County:

- 8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4 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.

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

- 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" as defined in Section 2.203.020 of the County Code will receive from the Contractor, on an annual basis, no less than five (5) 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.
- 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 must be attached to the Contract.

- 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 must 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 must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.
- 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 must 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must 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

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must 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 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.

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.

Contractor must certify that they are not suspended, excluded or debarred (Debarment Certification, Exhibit L) from the list Federal Suspended and Debarred Vendors (https://sam.gov/content/home_) or the State of California Debarred Vendors (<https://www.dir.ca.gov/dlse/debar.html>).

County reserves the right to monitor federal, state, or local level databases at any time during the Contract to ensure Contractor is deemed responsible.

If Contractor is found to be suspended, excluded or debarred, it may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.12.2 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 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

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

- 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. The Board 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

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 poster, Exhibit G (Safely Surrendered Baby Law) 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 <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

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 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 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 must 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 must 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 must 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 must retain all such documentation for all covered employees for the period prescribed by law.

- 8.17.2** The Contractor must 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 facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or 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 (facsimile, 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

The Contractor must comply with all applicable provisions of the federal and state laws and regulations including, but not limited to, the Federal Fair Labor Standards Act and must 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, California Labor Code and Industrial Welfare Commission 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"). For avoidance of doubt, force majeure events shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, (c) a party's financial inability to perform its obligations hereunder, or (d) the coronavirus COVID-19 pandemic.
- 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.

8.22 Independent Contractor Status

- 8.22.1** This Contract is by and between the County and the Contractor and is not intended, and must 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 must 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 must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

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 must 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

- 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, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must 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 must match the name of the contractor identified as the contracting party in this Contract. Certificates must 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.
- 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.
- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Registrar-Recorder/County Clerk
Contracts and Grants Section
Attention: Contract Monitor
contracts@rrcc.lacounty.gov

- Contractor also must 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 must 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, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must 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 must 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 must provide County with, or Contractor's insurance policies must 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 must 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 must 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 Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must 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 must 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 must include all subcontractors as insureds under Contractor's own policies or must 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 must require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor must 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 must 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 must 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

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

8.24.13 Separation of Insureds

All liability policies must 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 must 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: \$5 million

Products/Completed Operations Aggregate: \$5 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 must 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 must 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 must 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 must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

- **Professional Liability-Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it

must maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

- **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 \$10 million.

8.26 Liquidated Damages

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

8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, 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 Director, 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 two thousand dollars (\$2,000) per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) 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 payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 must 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 must 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 must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the Contractor's prices decline or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices must 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 Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 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.

8.28.3 The Contractor must 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 must 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

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

The Contractor must 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 Director or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must 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 must 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

The Contractor must 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 Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must 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 Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director 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

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 must 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:

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

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, 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 must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must 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 must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of 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 must 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 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4** 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 must 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

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

8.40 Subcontracting

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

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

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

8.40.3 The Contractor must 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 must 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 must 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 must ensure delivery of all such documents to:

County of Los Angeles
Registrar-Recorder/County Clerk
Contracts and Grants Section
Attention: Contract Monitor
contracts@rrcc.lacounty.gov

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

Failure of the Contractor to maintain compliance with the requirements set forth in 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 ten (10) days after the notice is sent.

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

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

- Complete performance of such part of the work as would not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must 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:

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

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

8.44 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 the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the 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, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County 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:

- 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;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this 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

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, must 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

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 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

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

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

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

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 Los Angeles County Code Chapter 2.206.

8.53 Time Off for Voting

The Contractor must notify its employees and must 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 must 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 Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. 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.

8.59 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.60 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.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Ownership of Materials, Software and Copyright

9.2.1 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. The Contractor, for valuable consideration herein provided, must 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.

9.2.2 During the term of this Contract and for five (5) years thereafter, the Contractor must 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.

9.2.3 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 must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.2.4 The County will use reasonable means to ensure that the Contractor's specifically identified 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.

9.2.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.2.4 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 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.3 Patent, Copyright and Trade Secret Indemnification

9.3.1 The Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County 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.

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

9.3.3 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.

9.4 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County's data and/or information, including any County Information as defined herein, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National

Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>.

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

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

9.5 Intentionally Omitted

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.8 Intentionally Omitted

9.9 Intentionally Omitted

9.10 Intentionally Omitted

9.11 Intentionally Omitted

9.12 Intentionally Omitted

10.0 Survival

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments and Change Notices
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.36	Public Records Act
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver

Paragraph 8.58	Prohibition from Participation in Future Solicitation
Paragraph 9.2	Ownership of Materials, Software and Copyright
Paragraph 9.3	Patent, Copyright and Trade Secret Indemnification
Paragraph 10.0	Survival

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 Registrar-Recorder/County Clerk, the day and year first above written.

COUNTY OF LOS ANGELES

CONTRACTOR

DEAN C. LOGAN

Registrar-Recorder/County Clerk

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

TAX IDENTIFICATION NUMBER

APPROVED AS TO FORM:

DAWYN R. HARRISON

County Counsel

By

EVA W. CHU

Senior Deputy County Counsel

EXHIBITS

- A STATEMENT OF WORK AND ATTACHMENTS
- B PRICING SCHEDULE
- C INTENTIONALLY OMITTED
- D COUNTY'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
 - F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
 - F2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
 - F3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G SAFELY SURRENDERED BABY LAW
- H FORMS REQUIRED AT THE COMPLETION OF THE CONTRACTS INVOLVING INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR
 - H1 INTENTIONALLY OMITTED
 - H2 INTENTIONALLY OMITTED
 - H3 INTENTIONALLY OMITTED
- I INTENTIONALLY OMITTED
- J INTENTIONALLY OMITTED
- K INTENTIONALLY OMITTED
- L DEBARMENT CERTIFICATION
- M BACKGROUND CHECK ATTESTATION FORM

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- 1** Contract Discrepancy Report (CDR)
- 2** Performance Requirements Summary (PRS) Chart
- 3** Sample Election Timeline

STATEMENT OF WORK (SOW)

1 SCOPE OF WORK

1.1 Objective

Pursuant to this Contract entered into between Los Angeles County (County) and the Contractor (Contractor) for outgoing vote by mail services (Contract) and this SOW, the Contractor is responsible for printing and producing Vote By Mail (VBM) packets, which are mailed to voters ahead of each election. VBM packets contain various election materials, such as voter instructions, vote center and consolidated drop box locations, the "I Voted" sticker, inserts, the VBM ballot, and a return envelope. Under the California Voter's Choice Act (Cal. Elec. Code § 4005 et seq.), the County is responsible for mailing ballots to almost 5.7 million registered voters during Countywide elections. In addition, the County Registrar-Recorder/County Clerk (RR/CC) is responsible for providing election support services to conduct city, district and special elections upon request or on an as-needed basis by the local jurisdictions and as authorized by the County Board of Supervisors or by the Governor of the State of California. Pursuant to California Elections Code section 3114, VBM ballots must be mailed to eligible military and overseas voters by no later than 45 days before an election, and all other registered voters must be mailed a ballot no later than 29 days before the day of election (Cal. Elec. Code § 3000.5).

Contractor will print and mail VBM ballots, as part of the outgoing election mailing process to all County voters before each election. These services are necessary for all regularly scheduled elections and, on an as-needed basis, for special elections or special election-related projects.

Specifically, Contractor will provide all of the following applicable services during the outgoing election mailing process: (1) print VBM ballots and related generic election materials (2) prepare and insert materials into envelopes; (3) provide inkjet equipment and staff to print election information onto envelopes and other election material; (4) provide insertion equipment and staff to insert materials into VBM packets and other election material (5) provide other mailing services (i.e., presort, storage, verification, transport of VBM ballot envelope packets to the U.S. Postal Service (USPS) to meet their specifications, and the formatting of USPS Address Correction Service data, if made available, from all eligible mailings).

The RR/CC will begin planning and working with Contractor as early as 120 days before any election.

A sample timeline of services is provided in Attachment 3 (Sample Election Timeline) of this Exhibit A.

1.2 Confidential Voter Information

Under applicable State law and regulations, including but not limited to California Elections Code section 2194, California Government Code section 7924.000, and Title 2, Division 7, Chapter 1, Section 19003 of the California Code of Regulations, a voter's home address, telephone number, email address, prior registration information shown on affidavit of registration, signature, California driver's license number, California identification card

number, social security number or any other unique identified use by the State of California for purposes of voter identification (collectively, Confidential Voter Information, defined below), shall constitute confidential information that may not be disclosed or used in any manner except as authorized under applicable laws and regulations.

Contractor acknowledges the confidentiality of such Confidential Voter Information and agrees to use any and all Confidential Voter Information it receives in the performance of this Contract and SOW for authorized purposes only, pursuant to California Elections Code Section 2194 and Section 19003 of the California code of Regulations, as those may be amended from time to time. Contractor agrees to maintain the confidentiality of all Confidential Voter Information it receives. Contractor acknowledges that any failure to maintain the confidentiality of Confidential Voter Information received in the performance of this Contract and SOW, or any unauthorized disclosure of Confidential Voter Information received in the performance of this Contract and SOW, shall be cause for termination of the Contract.

Contractor understands and acknowledges it is a misdemeanor for any person in possession of Confidential Voter Information to knowingly use or permit the use of all or any part of that information for any purpose other than as permitted by law, and that violations of applicable laws and regulations could subject responsible parties to penalties.

2 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

All changes must be made in accordance with Paragraph 8.1, Amendments, of the Contract.

3 QUALITY CONTROL

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

- 3.1** Method of monitoring to ensure that Contract requirements are being met;
- 3.2** A record of all inspections and/or reviews conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, the root cause of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15 (County's Quality Assurance Plan).

4.1 Periodic Meetings

Contractor is required to attend scheduled meetings and meetings as needed or requested by the County.

4.2 Contract Discrepancy Report (Attachment 1)

Verbal notification of a Contract discrepancy will be made to the County Contract Project Monitor (defined below) as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within one (1) business day, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to the County Contract Project Monitor within two (2) business days.

4.3 County Observations

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

5 DEFINITIONS

5.1 Ballot Drop Box or VBM Ballot Drop Box: An official receptacle established by the County elections official at designated locations whereby a VBM ballot may be returned to the County elections official, consistent with California Elections Code Sections 3025 and 4005.

5.2 Ballot on Demand: Ballots that are printed as necessary for voters who want to vote in person at RR/CC, voters currently incarcerated, or voters currently hospitalized and have given authorization to have a ballot picked up by a proxy.

5.3 Ballot Packets: Fully assembled VBM packets, including all election specific materials (e.g., return identification envelope, "I Voted" sticker, ballot wraps, instructions, etc.).

5.4 Ballot Return Envelopes: Envelopes to be used by voters for the return of VBM ballots to election officials.

5.5 Ballot Roundtrip Tracking: A service by which voters can subscribe to receive automated alerts via text message or email to track their outgoing and returned VBM Ballot.

- 5.6 Ballot Wrap:** Paper included with the ballot containing voter information such as mailing instructions, how to track the ballot, and the “I Voted” sticker.
- 5.7 California Voter’s Choice Act:** A state law established by Senate Bill 450 and approved by the California legislature in 2016 that provides requirements and conditions for the vote center model of conducting elections using vote centers and VBM ballot drop boxes, as codified in Division 4 of the California Elections Code, Section 4005 et seq. The vote center model of conducting elections features expansion of VBM voting including mailing every registered voter a VBM ballot, multiple days of in-person voting, and allowing voters to cast a ballot at any vote center within their county.
- 5.8 CASS (Coding Accuracy Support System):** A system used by the USPS to evaluate the accuracy of software that corrects and matches street addresses. The CASS software will correct and standardize addresses, add missing address information, such as ZIP codes, cities, and states, to ensure the address is complete. The CASS software also performs delivery point validation to verify whether an address is a deliverable address and check against the USPS Locatable Address Conversion System to update addresses that have been renamed or renumbered.
- 5.9 Confidential Voter Information:** A voter's home address, telephone number, email address, prior registration information shown on affidavit of registration, signature, California driver's license number, California identification card number, social security number or any other unique identified use by the State of California for purposes of voter identification (California Elections Code section 2194, California Government Code section 7924.000, and Title 2, Division 7, Chapter 1, Section 19003 of the California Code of Regulations.)
- 5.10 Contract or Agreement:** The entire Contract executed between the County and Contractor for the provision of outgoing VBM services, including, but not limited to the terms and conditions in the Contract, this SOW, and all appendices, exhibits and attachments. The terms Contract and Agreement are used interchangeably.
- 5.11 County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 5.12 Election Plan:** A plan completed by the Contractor which accounts for each and every election task as described in specific work requirements. The plan will be used as a management tool to ensure the successful completion of all tasks and deliverables set forth in the SOW, according to legally mandated and time sensitive timeframes.
- 5.13 "E" dates (e.g., E-, E or E+):** "E" Refers the day of the election; "E-" refers to the number of days before the date of an election; and "E+" refers to the numbers of day after an election (E+).
- 5.14 Elections (i.e., Federal, Statewide, and local):** A formal and organized process by which registered voters in a jurisdiction elect a candidate(s) and/or vote on ballot measure(s).

- 5.15 Election Management System (EMS):** A system that defines, develops, and maintains election databases, manages and maintains voter registration data, performs election definitions and setup functions, formats ballots, acquires the tabulation results, consolidates the aggregate election results, produce report results, and maintains its audit trails.
- 5.16 Federal Election:** A primary, general, or special election conducted to elect a candidate for federal office, including the office of the President, Vice President, Member of the United States Senate, or Member of the United States House of Representatives.
- 5.17 General Election:** A statewide general election that occurs in November of even-numbered years (e.g., 2022, 2024, 2026.).
- 5.18 Generic Materials:** Materials other than the ballot that is related to an election, which includes, but is not limited to, ballot wrap, "I Voted" sticker, flyers, notices, postcards, paper write-in ballots, envelopes, and informational voting signage.
- 5.19 Indicia:** A design on the mail piece which indicates the type of postage.
- 5.20 Insertion Materials:** Refers to the materials inserted in the Outgoing Envelope (defined below). Insertion materials include one of each of the following: Ballot Return Envelope, official VBM ballot, ballot wrap, and other election materials, if applicable.
- 5.21 Interface:** The point of interaction with software, or computer hardware, or with peripheral devices such as a computer monitor or a keyboard.
- 5.22 Local Election:** A municipal, county, or district election.
- 5.23 Mass File:** A data set (which includes Confidential Voter Information) of all voters who receive a VBM ballot.
- 5.24 Military or Overseas Voter:** Refers to a voter who is permanently or temporarily residing out of the County during an election.
- 5.25 Outgoing Envelope:** Envelope containing all VBM voting materials mailed to the voter.
- 5.26 Precinct:** A geographical area within a county that is made up of voters and is formed pursuant to Chapter 3 (commencing with Section 12200) of Division 12 of the California Elections Code.
- 5.27 Primary Election:** An election that occurs in March or June of even-numbered years (e.g., 2022, 2024, 2026) as determined by law.
- 5.28 Presorting:** Mail sorted by zip codes for 3rd class (nonprofit) mailing rate.
- 5.29 Remake Paper Stock:** Ballot paper used to remake a ballot that cannot be read by the ballot tally machines.

- 5.30 Department of Registrar-Recorder/County Clerk (RR/CC):** The County of Los Angeles Department of Registrar-Recorder/County Clerk and staff responsible for the update and file maintenance of voter registration records and the conduct of elections in the County.
- 5.31 RR/CC Headquarters:** The office where RR/CC headquarters is located, at the address commonly known as 12400 Imperial Highway, Norwalk, CA 90650.
- 5.32 Sectional Center Facility (SCF):** A postal facility that serves as the processing and distribution center (P&DC) for USPS post offices in a designated geographic area, as defined by the first three digits of the ZIP Codes of those offices. Some SCFs serve more than one 3–digit ZIP Code range.
- 5.33 Scheduled Election:** An election that is regularly scheduled to take place on an established election date as set forth in State or federal law.
- 5.34 Special Election:** An unscheduled election conducted as requested or needed, as authorized by the County Board of Supervisors or by the Governor of the State of California.
- 5.35 Statewide Election:** An election held throughout the State of California.
- 5.36 USPS:** The United States Postal Service. For more information, visit <https://www.usps.com/>.
- 5.37 Vote By Mail Ballot (VBM Ballot or Ballot):** Ballot used by a voter to cast their vote by mail in an election. The RR/CC utilizes a variable size marked sense paper ballot. A ballot can consist of multiple 2-sided ballot cards which varies by election.
- 5.38 Vote Center:** A designated voting location in the County where a voter can register to vote, cast their in-person ballot or drop off their VBM Ballot during the voting period in an election.
- 5.39 Voter Registration File** (also known as Voter File): Refers to a file of all voter registration records in the County. The files will include a variety of voter types, including, without limitation, military, overseas, and foreign language voters. The Voter Registration File contains Confidential Voter Information.

6 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

The County will administer the Contract according with Paragraph 6 (Administration of Contract – County) of the Contract. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information, and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.1 (Amendments).

CONTRACTOR

6.2 Contractor Project Manager

- 6.2.1 Contractor shall provide at least three (3) Contractor Project Managers (two (2) primary and one (1) backup) responsible for the production and mailing of VBM ballots. The County reserves the right to request a new Project Manager, should operational performance not meet established expectations. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.
- 6.2.2 Contractor Project Manager shall act as a central point of contact with the County.
- 6.2.3 Contractor Project Manager shall have four (4) years of experience within the last six (6) years providing outgoing election mailing services for a jurisdiction with greater than 3,000,000 registered voters, preferably processing Official Election Mail.
- 6.2.4 Contractor Project Manager or their designee shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contractor Project Manager or their designee shall be able to effectively communicate in English, both orally and in writing. Within 24 hours of any change in Project Manager(s), Contractor must provide all relevant information including name, address, phone number and email of the new project manager, replacement or designee.

6.3 Personnel

- 6.3.1 Contractor shall assign a sufficient number of employees to perform the required work under the Contract and SOW. At least one employee on site shall be authorized to act for Contractor in every detail.
- 6.3.2 Contractor shall be required to perform background investigation of their employees as set forth in Paragraph 7.5 (Background and Security Investigations) of the Contract. RR/CC has assessed and determined, based on the specific duties and services to be performed under the SOW,

that each of Contractor's Staff is required to undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under this SOW and Contract.

6.4 Uniforms/Identification Badges

6.4.1 Contractor shall ensure their employees are appropriately identified and wearing a badge displaying detailed information, as required by the County, at all times while visiting or working at a County facility.

6.5 Materials and Equipment

6.5.1 Contractor is responsible for purchasing all materials/equipment to provide the services under this Contract and SOW. Contractor shall use materials and equipment that are safe for the environment and safe for use by employees.

6.5.2 Contractor shall be responsible for manufacturing or procuring envelopes, ballot wraps, "I Voted" stickers and any additional miscellaneous generic materials as required by RR/CC under this Contract and SOW, in accordance with the designs provided by the RR/CC, and in the languages required by law for each election. The quantity and artwork for generic materials will vary from election to election and will be included with the Request for Election Plan that is provided by the County to the Contractor. Contractor shall assist in finalizing the design of Outgoing VBM Ballot Envelopes. This process shall begin after the Election Plan is approved:

1. For all scheduled elections, the manufacturing and procurement of aforementioned materials will begin after the Election Plan is approved, approximately 120 days before the day of the election (**E-120**).
2. For all special elections, the manufacturing and procurement of aforementioned materials will begin after the Election Plan is approved, a minimum of 61 days before (**E-61**).

6.5.3 Contractor will provide County Project Manager with access to all areas where RR/CC materials are being securely stored.

6.6 Training

6.6.1 Contractor shall provide training including, but not limited to a website that tracks mailed ballots for all new County employees and continuing in-service training for all employees. In addition, Contractor shall provide training in the use of any production management systems to designated County Project Manager(s) no later than 180 days before each election (**E-180**).

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

6.6.3 Contractor will provide all County Project Manager(s) and designated staff with access and training to a Mail Tracking and Reporting oversight system to ensure the RR/CC can oversee production and run reports.

6.7 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. (Pacific Time), Monday through Friday, by at least one employee who can respond to inquiries or complaints that may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within 24 hours of receipt of the call.

7 HOURS/DAY OF WORK

7.1 The County will provide a list of County-recognized holidays. The Contractor must be able to work on weekends and County-recognized holidays, as needed by the County, dependent upon election schedules and volume, in order to meet legally mandated deadlines under applicable law including the California Elections Code and operational timelines.

8 INTENTIONALLY OMITTED

9 UNSCHEDULED WORK

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

9.2 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor must contact the County Project Manager 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 County Project Manager within seven (7) working business days after completion of the work.

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

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

10 SPECIFIC WORK REQUIREMENTS, TASKS AND DELIVERABLES

- 10.1** The Contractor will provide an overview of its ballot printing, material preparation and mailing operation. The RR/CC will introduce Contractor to RR/CC staff, respond to questions/answers, and discuss the Tasks, Deliverables, and associated timeframes.

Any delay in execution of any task that may materially or substantially delay legally mandated processing deadlines shall be immediately reported to the County Project Manager.

10.1.1 Task 1: Election Plan

With input from RR/CC, Contractor will submit a comprehensive and detailed “Election Plan” for each election the Contractor will provide services for under this Contract and SOW, and each such Election Plan must be approved by the RR/CC. Contractor’s Election Plan will be prepared and contain the information required as described below:

- A. Ahead of each Election, the RR/CC will email Contractor a “Request for Election Plan” which sets forth the services required for scheduled elections and on an as-needed basis for special elections.
- B. RR/CC will send the “Request for Election Plan”:
 - 1. Approximately 120 days before (**E-120**) the date of all regularly scheduled elections; or
 - 2. A minimum of 60 days before (**E-60**) the date of any special elections.
 - 3. Request for Election Plan will include:
 - i. Name, date, and type of election,
 - ii. Start and end dates of services,
 - iii. Election Plan due date.
- C. The following will be included in the “Request for Election Plan”:
 - 1. VBM Ballot Information including:
 - i. Size of the ballot card and an estimate of the ballot length;
 - ii. Estimated total number of VBM ballots to be produced;
 - iii. Specifications and requirements for Ballot On Demand stock; and
 - iv. Specifications and requirements for remake ballot stock.

2. Date and method for transferring ballot files and generic material artwork to Contractor;
 3. Estimated total number of VBM ballots to be processed and mailed to voters;
 4. Ballot order requests for ballot on demand stock, remake stock and ballot test decks. The requests will include quantity and delivery dates required;
 5. Generic Materials order requests for packets to be produced by Contractor and materials to be delivered to RR/CC, including, but not limited to:
 - i. Any additional miscellaneous Generic Materials that may be requested for a specific election; and
 - ii. Any artwork, order quantity and timeline for these miscellaneous Generic Materials.
 6. VBM ballot specifications and/or category separations based on County EMS;
 7. VBM Ballot Test Deck files;
 8. Delivery dates of VBM packets to USPS;
 9. Specifications for variable data to be printed on Ballot Return Envelopes;
 10. RR/CC's plan for onsite or remote oversight of the printing and insertion process including, but not limited to, the oversight calendar, project managers, roles, responsibilities and contact information; and
 11. RR/CC's administrative, operational, and technical contact information.
- D. Upon receiving the Request for Election Plan from RR/CC, the Contractor shall submit an Election Plan (in Microsoft Word or PDF) to include, but not limited to the following information (1-8):
1. A proposed timeline (start and end dates) for all twelve (12) tasks and deliverables listed in Exhibit A, Statement of Work, Section 10, Specific Work Requirements, Tasks and Deliverables;
 2. A proposed schedule of meetings with the RR/CC personnel, USPS and any approved subcontractor(s), if applicable, including the title and purpose of the meetings;

3. A list of proposed subcontractor(s) that will be used during an election and the specific services the subcontractor(s) will be providing, including the name of the company, address, website, main contact person (email and phone number). For more specific details of subcontracting requirements, refer to the Contract 8.40, Subcontracting;
 4. A schedule for the Voter Registration File to be populated and transferred to the Contractor;
 5. A plan detailing where completed VBM packets will be stored until the **E-29** drop date. Plan shall also detail the security efforts that will be implemented to ensure the secure storage of completed VBM packets;
 6. A list of USPS Sectional Center Facilities and Network Distribution Centers (NDCs) where the assembled VBM packets will be transported by **E-45** and **E-29** or any other date specified by the County;
 7. A copy of the QCP to ensure a high level of uninterrupted service during each election. Refer to Paragraph 3 (Quality Control Plan) of this SOW for more details; and
 8. A written cost estimate for all materials to be used in a specific election, and estimated delivery date(s).
 9. The manner and details by which the Contractor will facilitate the file transfer of sample VBM ballot images through a secure File Transfer Protocol (FTP) or other means.
- E. RR/CC will review the Contractor's "Election Plan" and provide any changes or feedback to Contractor in track changes within 48 hours of receipt, unless otherwise approved by the RR/CC.
 - F. If RR/CC provides changes or feedback to the Contractor on the Election Plan, Contractor shall review the changes requested by RR/CC and provide a revised draft within 48 hours.
 - G. RR/CC shall be responsible for the final review and provide written approval of the "Election Plan." RR/CC will monitor the Contractor's progress based on the approved Election Plan.
 - H. The approved Election Plan may be updated and revised with RR/CC's review and final approval.

Deliverable: The Contractor will provide the Election Plan. The Election Plan will not be deemed complete until the County Project Manager approves the Election Plan in writing.

The deliverable in this Task 10.1.1 will not be deemed complete until the County Project Manager receives and/or approves the deliverable, as applicable. Approval of deliverable will be in the sole discretion of RR/CC.

10.1.2 Task 2: Providing Envelopes

Contractor shall manufacture election specific envelopes approved by the County Project Manager and detailed in the Election Plan.

Deliverable: The Contractor will provide a written cost estimate and sample stock paper to the RR/CC for testing prior to production of envelopes.

10.1.2.1 Designing USPS Approved Envelopes

The Contractor is responsible for assisting the RR/CC in finalizing election specific envelopes.

- A. Contractor will work with the RR/CC and USPS Mailpiece Design Analysts (MDA) to finalize the design of both the outgoing envelopes and return ballot envelopes for every election, as design specifications are subject to change for each election. The design (artwork, election logo, layout, dimensions weight) must meet the USPS Standards.
- B. RR/CC shall have final review and approval of the envelope design and layout.

Deliverable: The Contractor will assist in finalizing envelope design according to RR/CC and USPS specifications.

10.1.2.2 Additional Generic Materials

At RR/CC's request, Contractor shall manufacture additional Generic Materials, which may be separate mailings.

- A. Upon receiving the artwork and quantity from RR/CC, the Contractor must provide RR/CC with a written cost estimate for manufacturing Generic Materials.
- B. Prior to the manufacturing of any additional Generic Materials, Contractor must provide RR/CC with sample paper stock used to manufacture the generic materials for RR/CC to test and approve prior to full production.

Deliverable: At RR/CC's request, the Contractor will provide a written cost estimate and samples of any additional Generic Materials to the RR/CC.

10.1.2.3 Generic Material RR/CC Stock

A portion of the ordered Generic Materials will be shipped to the RR/CC's VBM Division at a County-designated facility. The quantity and schedule for the Generic Materials ordered will be included in the Request for Election Plan. Contractor shall provide RR/CC with the shipping company's information, tracking number for the delivery order and estimated date of delivery.

Deliverable: The Contractor will deliver Generic Materials on or before the designated delivery due dates.

The deliverables in this Task 10.1.2 will not be deemed complete until the County Project Manager receives and/or approves the deliverables, as applicable. Approval of deliverables will be in the sole discretion of RR/CC.

10.1.3 Task 3: VBM Ballot Production

Contractor shall be responsible for producing VBM ballots, blank ballot stock, test ballots, and paper for remakes of VBM ballots. VBM Ballots will be produced according to the VBM ballot files provided by the RR/CC and the specifications in the Election Plan.

10.1.3.1 VBM Ballot Images File Transfer and Proofing

The Contractor shall produce VBM ballots according to the VBM ballot files provided by the RR/CC and the specifications detailed in the Election Plan.

- A. Files will be in PDF format and will be generated according to precinct, language, and political party for primary elections.
- B. Contractor will facilitate the file transfer of sample VBM ballot images (templates based on precincts with no voter information) through a secure File Transfer Protocol (FTP) or other means as detailed in the Election Plan.
- C. Within 48 hours of receiving the sample VBM ballot images, Contractor will provide ballot proofs for every VBM ballot file via secure electronic transfer. Proofs will include original VBM ballot image as well as any additional features added to the VBM ballot by the Contractor.
- D. RR/CC will review proofs for accuracy and provide written approval within 48 hours of receiving proofs.

- E. If proofs are not approved, Contractor will resubmit revised proofs within one (1) calendar day of receiving notice from the RR/CC.
- F. Ballot manufacturing will not begin until RR/CC provides final written approval of proofs for printing.

Deliverable: The Contractor will facilitate the transfer of VBM ballot files and provide VBM ballot proofs for RR/CC review and approval.

10.1.3.2 VBM Ballot Production

Contractor shall produce official VBM ballots which will be included in VBM packets. Contractor shall produce VBM ballots according to the requirements below .

- A. Contractor shall meet certification standards set forth by the California Secretary of State to produce VBM ballots from VBM ballot images generated by the RR/CC. Any discrepancies in production standards will be immediately reported by Contractor to RR/CC.
- B. Contractor shall produce VBM ballots using 80# stock or an alternative stock as requested by the RR/CC in the Request for Election Plan.
- C. Contractor shall produce VBM ballots in either an 8.5” or 10.5” width and a length between 11” and 22” as requested by the RR/CC in the Request for Election Plan. Only one ballot size will be used for a specific election.
- D. Contractor shall produce the correct VBM ballot for each voter according to their precinct, political party, and language preference as indicated in the Voter Registration File provided by the RR/CC.

Deliverable: The Contractor will produce official VBM ballots.

10.1.3.3 Ballot Test Decks

Contractor shall produce VBM Ballot Test Decks as requested by the RR/CC in the Request for Election Plan. Contractor shall produce VBM Ballot Test Decks according to the below requirements.

- A. Contractor shall meet certification standards set forth by the California Secretary of State to produce VBM ballots from VBM ballot images generated by the RR/CC. Any discrepancies in production standards will be immediately reported by Contractor to RR/CC.
- B. VBM Ballot Test Decks shall be of the same size, weight and physical specification as the official VBM ballots produced for a particular election.

- C. VBM Ballot Test Decks shall be printed with “Test” and a page count on the top center of the VBM ballot. The print shall not cover the voting marks or ballot timing marks located on the edges of the VBM ballot.
- D. Contractor shall produce the VBM Ballot Test Decks from Ballot Test Deck PDFs provided by the RR/CC.
- E. VBM Ballot Test Deck shall be delivered to RR/CC within ten (10) calendar days of receiving the VBM Ballot Test Deck files.
- F. The quantity of VBM ballots in the VBM Ballot Test Deck and the delivery date of the VBM Ballot Test Deck Files shall be included in the Request for Election Plan provided by the RR/CC.
- G. RR/CC shall be responsible for the shipping costs of test VBM ballots.

Deliverable: The Contractor will produce a Ballot Test Deck.

10.1.3.4 Produce Ballot on Demand Stock

Contractor shall produce official ballot stock to be used by the RR/CC’s Ballot on Demand system according to the below requirements.

- A. Contractor shall meet certification standards set forth by the California Secretary of State for the production of Ballot on Demand stock.
- B. Ballot on Demand stock shall be of the same size, weight and physical specification as the official VBM ballots produced for a particular election.
- C. Images and requirements for Ballot on Demand stock will be provided in the Request for Election Plan provided by the RR/CC.
- D. The quantity of Ballot on Demand stock required for each election and the delivery date will be included in the Request for Election Plan provided by the RR/CC.
- E. RR/CC shall be responsible for shipping costs for ballot on demand stock.

Deliverable: The Contractor will produce Ballot on Demand stock.

10.1.3.5 Remake Paper Stock

Contractor shall produce paper stock to be used by the RR/CC in the reproduction of VBM ballots according to the below requirements.

- A. Remake Paper Stock shall be of the same size, weight and physical specification as the official VBM ballots produced for a particular election.

- B. Images and requirements for Remake Paper Stock will be provided in the Request for Election Plan provided by the RR/CC.
- C. The quantity of Remake Paper Stock and the delivery date will be included in the Request for Election Plan provided by the RR/CC.
- D. RR/CC shall be responsible for shipping costs for Remake Paper Stock.

Deliverable: The Contractor will produce Remake Paper Stock.

The deliverables in this Task 10.1.3 will not be deemed complete until the County Project Manager receives and/or approves the deliverables, as applicable. Approval of deliverables will be in the sole discretion of RR/CC.

10.1.4 TASK 4- INKJET PRINTING

Contractor must provide inkjet printing services for Ballot Return Envelopes, Outgoing Envelopes, Ballot Wraps, and Generic Materials as described below.

10.1.4.1 PROCESSING THE VOTER REGISTRATION FILE

Contractor will process the County's electronic Voter Registration File which will be provided to the Contractor in an electronic media in a fixed field format. The information contains voter specific variable information for each registered voter in the County. The data will be used to print barcodes and voter specific data on the Ballot Return envelopes.

- A. Initial Mass File: The RR/CC will provide the initial electronic Voter Registration File in accordance with the following timeline:
 - 1. For regularly scheduled elections, the VBM Voter Registration File may be sent to the Contractor up to approximately 78 days **(E-78)** before the date of the election or as specified by the RR/CC.
 - 2. For special elections, the VBM Voter Registration File may be sent up to approximately 78 **(E-78)** before the date of an election, or as specified by the RR/CC.
 - 3. For military and overseas voters, the Voter Registration File will be provided to the CONTRACTOR at least 60 days **(E-60)** before the date of an election, unless specified by the RR/CC.
- B. *Daily file(s)*: The RR/CC will provide subsequent file(s) on a daily basis by 3:00 PM PST from 45 through 5 days **(E-45 to E-5)** before the date of an election.

- C. Contractor will compare the extracted data from the Mass File or daily file(s) and verify the address information of each record against the USPS National Change of Address (NCOA)/ Coding Accuracy Support System (CASS) database. The purpose of this data comparison is to ensure that the voter's address is complete and correct.
1. Each time, a Mass File or daily file(s) is/are provided to the Contractor, the Contractor shall provide the RR/CC (Project Director/ Manager/Monitor) with a report within three calendar days for review and resolution, consisting of records with address changes, undeliverable addresses, and duplicate addresses via e-mail in a Microsoft-excel, csv and/or pdf format, as specified by the RR/CC.
 2. RR/CC will identify which records are approved for printing and records which will require further research. RR/CC will research records and provide the Contractor with an approved Mass File or daily file(s) for printing, as soon as the review is completed.
- D. When the Contractor processes the Mass File or daily file(s), the Contractor must provide the RR/CC with an electronic report (i.e., pdf, Microsoft-Excel, csv, or Microsoft word) and shall break down the VBM file quantity into designated categories (e.g., party, ballot group, language), etc. in a format as specified by the RR/CC. Upon processing of the VBM file, a complete list of categories will be provided by the RR/CC to the Contractor in the RR/CC designated format.
- E. Contractor shall be responsible for immediately notifying the County Project Manager of all problems (hardware and software). Contractor shall ensure that any technical issues with inserter machines are addressed and repaired, even if they occur after regular business hours, or on weekends.

Deliverable: Extraction of the Mass File and/or daily file(s) that will be used to print on the back of the Ballot Return Envelopes.

10.1.4.2 VARIABLE DATA SPECIFICATIONS FOR RETURN BALLOT ENVELOPES

Contractor will print variable data onto Ballot Return Envelopes. The specifications for this data will be included in the Request for Election Plan. This data includes the voter's name and address which will be printed on the envelope.

Deliverable: The Contractor will complete printing of variable data onto Ballot Return Envelopes.

10.1.4.3 VARIABLE DATA FOR BALLOT WRAPS AND GENERIC MATERIALS

Contractor will add variable data on ballot wraps and other generic materials that is specific to each voter based on their assigned precinct, such as the nearest vote centers and VBM Ballot Drop Box locations.

Deliverable: The Contractor will complete printing of variable data onto ballot wraps and general materials.

10.1.4.4 ROUNDTRIP TRACKING DATA ON ENVELOPES

Contractor will be required to provide the necessary information and files to the ballot tracking vendor. This will allow voters to track their outgoing and return envelopes.

Deliverable: Contractor will provide inkjet printing for tracking purposes in accordance with printing specifications.

The deliverables in this Task 10.1.4 will not be deemed complete until the County Project Manager receives and/or approves the deliverables, as applicable. Approval of deliverables will be in the sole discretion of RR/CC.

10.1.5 TASK 5 – PRESORTING SERVICES FOR VBM BALLOT PACKETS

The Contractor will provide presorting services for the completed VBM Ballot Packets.

- A. The Contractor will produce VBM Ballot Packets in USPS postal presort order. Completed packets will be produced according to zip code for Standard A non-profit mailing and postage savings.
- B. Contractor will organize completed “Mass File” VBM Ballot Packets and place them in mailer trays to accommodate postal processing delivery and obtain the lowest available postage rate.
- C. Daily requests: Contractor will mail the VBM Ballot Packets at a 1st class rate. Ballots will be post marked with a Los Angeles County source. In cases where County determines the volume is large enough, daily requests will be produced to be mailed via Standard A non-profit rate.
- D. RR/CC will use indicia printed on the VBM Ballot packet as a postage stamp for the mailing of VBM Ballot packets. Therefore, Contractor shall not be responsible for applying any postage stamp (metering) on VBM Ballot packets, as RR/CC is responsible for the postage costs.

Deliverable: Contractor will produce completed VBM Ballot Packets in mailing order according to zip code.

The deliverable in this Task 10.1.5 will not be deemed complete until the County Project Manager receives and/or approves the deliverable, as applicable. Approval of deliverable will be in the sole discretion of RR/CC.

10.1.6 TASK 6 - INSERTION SERVICES

The Contractor will provide insertion services to assemble VBM packets as described below.

- A. Contractor may begin inserting services only after County Project Manager's final written approval to begin inserter services and after testing is completed.
- B. The inserting services will begin up to 78 days before the date of an election through Election Day (**E-78 until E-0**), as specified by the RR/CC in the Election Plan.
 - 1. **Military and Overseas File:** Insertion of the military and overseas file may begin up to 78 days (**E-78**) before the date of an election.
 - 2. **Mass VBM file:** Insertion of the Mass File may begin up to 78 days (**E-78**) before the date of an election.
 - 3. **Daily file(s):** Insertion of the daily file(s) will begin on a daily basis from 45 days before an election up to five (5) days before Election Day (**E-45 to E-5**). Insertion must be completed within 24 hours from the time the RR/CC gives the file to the Contractor.
- C. Contractor shall implement quality control measures to ensure that they have the correct quantity and types of election materials for insertion.
- D. Contractor shall ensure there will be no shortage of VBM materials and provide ample notice to RR/CC to order more materials as needed.
- E. Contractor will provide insertion services for all VBM voters, including military and overseas voters.
- F. On completion of the insertion of election materials into the outgoing envelope, the outgoing envelope will be sealed and be referred to as the VBM Ballot packet.
- G. Spoiled Election Materials: During the manufacturing process, some materials including VBM Ballots, envelopes and inserts may be spoiled and need to be replaced. The vendor will track every spoil, record it to the database, shred the spoiled product and replace it. This will be done at no cost to the County, other than the consumption of generic materials such as envelopes and inserts.

- H. RR/CC will monitor operations and will raise observed issues with Contractor Project Managers. Issues must be addressed within 24 hours to minimize interruptions. Unresolved issues will be escalated appropriately and may result in a pause in operations as determined by RR/CC and Contractor. See Exhibit 1 (Contract Discrepancy Report (CDR) & Exhibit 2 Performance Requirement Summary (PRS) Chart).
- I. Contractor shall be responsible for immediately notifying the County Project Manager of all problems (hardware and software). Contractor shall ensure that any technical issues with inserter machines are addressed and repaired, even if it is after business hours, or on weekends.
- J. In the event additional inserter(s) are required to ensure uninterrupted service for the County's operations and administration of an election, the Contractor may utilize available equipment and capacity within the Contractor's equipment fleet. The Contractor must immediately notify the County Project Manager of any issue with inserters or interrupted service, and the cause and outcomes of any issue in these instances.

Deliverable: Contractor to provide insertion services for election materials into outgoing envelopes.

The deliverable in this Task 10.1.6 will not be deemed complete until the County Project Manager receives and/or approves the deliverable, as applicable. Approval of deliverable will be in the sole discretion of RR/CC.

10.1.7 TASK 7 - MAIL VERIFICATION SERVICES FOR VBM BALLOT PACKETS

The Contractor will provide mail verification services for the completed VBM Ballot packets according USPS standards (i.e., address layout, weight and size of packet), with local USPS representatives at the production facility no later than **E-29**.

- A. The Contractor will be required to contact the USPS and set an appointment for the mail verification of VBM Ballot packets on-site at the production facility where VBM ballot printing and VBM packet assembly services are provided prior to delivery of VBM mail to the USPS Sectional Center Facilities in preparation for mailing, as agreed upon in the Election Plan.

Deliverable: Contractor will provide mail verification services for all completed "Mass Files" and military and overseas VBM Ballot Packets.

The deliverable in this Task 10.1.12 will not be deemed complete until the County Project Manager receives and/or approves the deliverable, as

applicable. Approval of deliverable will be in the sole discretion of RR/CC.

10.1.8 TASK 8 - STORAGE OF COMPLETED VBM BALLOT PACKETS

The Contractor shall be required to arrange for the secure storage of completed VBM Ballot Packets as detailed in the Election Plan.

A. Storage of VBM ballots is primarily required for those created from the initial Mass File.

1. Storage of completed VBM Ballot Packets is not required for those created from the “daily files(s)” that are produced between **E-29** to **E-5**. The daily VBM Ballot Packets shall be mailed to voters first class within 24 hours of receiving the file.

B. Temporary storage of Surplus Election Materials

1. At RR/CC’s request, Contractor shall store any surplus of election materials per pallet per month, as needed. Contractor will work with RR/CC to determine the item type, quantity of pallets requiring storage, and an estimated duration/timeframe when storage is required. Note that election materials stored may be used in a special/unscheduled special election. If a special election occurs, and there are election materials leftover that require storage, the RR/CC shall only be charged for remaining pallets that require storage. Contractor shall provide location of storage facility. Typically, there are approximately 20 pallets of surplus election materials following a Countywide election, but this quantity could vary from election to election.

The Contractor shall provide the RR/CC with the ability to access, monitor, and track completed VBM ballot packets.

Deliverable: Contractor will arrange for the storage of completed VBM Ballot packets and as-needed temporary storage, if requested by the RR/CC.

The deliverable in this Task 10.1.8 will not be deemed complete until the County Project Manager receives and/or approves the deliverable, as applicable. Approval of deliverable will be in the sole discretion of RR/CC.

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

A. The Contractor is required to contact the USPS and set an appointment for the mail delivery of VBM Ballot packets to designated USPS Sectional Center Facilities (SCFs) and Network Distribution Centers (NDCs) as detailed in the Election Plan.

- B. The mailing of VBM Ballot packets for the military and overseas file must be completed by 45 days (**E-45**) before the date of the election and VBM Ballot packets created from the “Mass File” must be completed by 29 days (**E-29**) before the election, in order to meet statutory requirements for the delivery of VBM ballots to voters (Nonprofit or Third-Class Mail).
- C. The Contractor shall transport and load completed VBM Ballot packets from the storage area of the mailing facility into delivery vehicles designated to transport the VBM Ballot packets to the USPS to ensure that **all** completed “Mass File” VBM Ballot packets are delivered to the USPS SCFs by **12:00 p.m. PST on E-29**. All “Mass File” mailings for Countywide Elections must be transported to the Los Angeles USPS NDC locations.
- D. Contractor will lock and secure trucks after loading. Contractor will monitor and track trucks throughout the route, including at all destinations. County personnel will meet trucks at designated USPS SCF. Trucks are only to be unlocked and opened at the USPS SCF with County personnel present.
- E. Once the delivery driver arrives at the USPS SCF, County personnel will unlock the delivery vehicle’s door for the delivery driver to unload the VBM Ballot packets out of the vehicle. Representatives at the USPS SCF will confirm and provide a receipt that they’ve received VBM Ballot packets.
- F. After **E-29** transportation services may not be required by the Contractor. At this point, the VBM Ballot Packages are mailed at a 1st class rate. However, if needed, the RR/CC has the option to request Contractor to provide the above-described transportation services between 28 days before the date of an election through Election Day (**E-28 to E-0**), as designated by the RR/CC.
- G. Contractor shall notify the RR/CC of any changes of transport services at least 30 days prior to the date of transport.

***Deliverable:** Contractor shall transport the military and overseas VBM Ballot packets to the USPS by E-45 and the Mass File VBM Ballot packets by E-29.*

The deliverable in this Task 10.1.12 will not be deemed complete until the County Project Manager receives and/or approves the deliverable, as applicable. Approval of deliverable will be in the sole discretion of RR/CC.

10.1.10 TASK 10 - CRITIQUE SESSION

On the last day services are provided for each election, the RR/CC will schedule a critique session to discuss the overall election, production levels, issues/concerns and suggestions/recommendations to enhance the current process.

Deliverable: Contractor participation in the critique session.

The deliverable in this Task 10.1.10 will not be deemed complete until the County Project Manager receives and/or approves the deliverable, as applicable. Approval of deliverable will be in the sole discretion of RR/CC.

10.1.11 TASK 11 - REPORTS AND RECORDS

- A. Once production has concluded each day, the Contractor is responsible for providing various daily production reports as specified by the RR/CC, including, but not limited to, the exception report, upload summary report, envelope print log, file delivery log, daily envelope spoilage report, daily presorting production reports (by zip code, quantity, and number of pallets), as well as the ballot tracking report (Ballots Mailed/Processed). A sample of requested reports will be provided and discussed among County Project Manager(s) or their designee and Contractor's Project Manager(s).
- B. As needed, the RR/CC will provide a "yank" file (a file containing voters to be removed from the extract) to the Contractor consisting of VBM Ballot records to be omitted/removed from the mailing list. In return, the Contractor is responsible for providing a "yank" file disposition report in the format specified by the County, which will consist of the VBM Ballot records that were successfully removed from the mailing list.
- C. The Contractor is responsible for providing an application that provides the RR/CC with near-real-time tracking and enhanced visibility of mail pieces as they move through the USPS mail stream.

Deliverable: Contractor to provide various reports as specified by the RR/CC, and an application for near real-time tracking and enhanced visibility of mail pieces moving through the USPS mail stream.

The deliverable in this Task 10.1.11 will not be deemed complete until the County Project Manager receives and/or approves the deliverable, as applicable. Approval of deliverable will be in the sole discretion of RR/CC.

10.1.12 TASK 12 - ENSURING CONFIDENTIALITY OF CONFIDENTIAL VOTER INFORMATION

Contractor will be required to:

- A. Ensure its system(s) does not save or store any Confidential Voter Information after the information is used to perform the Tasks and provide the Deliverables under this Contract and SOW in each Election.

- B. Restrict its use of Confidential Voter Information solely to the performance of Contract and SOW.
- C. Limit the access to Confidential Voter Information to specific personnel with the need to know in order to perform the services required under this Contract and SOW, maintain a log of all persons who have access to Confidential Voter Information, and make that log available to the County within one day of any request.
- D. Require every user with access to Confidential Voter Information to have a unique username, password and any other authentication requirements that would be appropriate.
- E. Prohibit third party access to any Confidential Voter Information.
- F. Inform all individuals having access to Confidential Voter Information of the confidential nature of the information and the obligation to maintain the confidentiality of this information as required under this Contract, SOW, and applicable law.
- G. Notify the County immediately but in any event within no less than 24 hours of any unauthorized access or use of Confidential Voter Information, or violation of confidentiality provisions and protocols.
- H. Provide written confirmation of deletion of Confidential Voter Information following each Election.

Deliverable: Contractor will ensure confidentiality of Confidential Voter Information received by Contractor.

The deliverable in this Task 10.1.12 will not be deemed complete until the County Project Manager receives and/or approves the deliverable, as applicable. Approval of deliverable will be in the sole discretion of RR/CC.

10.1.13 TASK 13 - RR/CC TECHNICAL SYSTEMS AND INTERFACE REQUIREMENTS

The RR/CC currently operates a Microsoft Windows 2016 domain server environment using TCP/IP and Ethernet as the primary network protocol. The RR/CC utilizes software from Microsoft, including Microsoft Office, Microsoft Project, Microsoft Visio, Microsoft Windows 10 for desktops, Microsoft Windows Server 2016 and above for servers, and Microsoft SQL Server 2016 and above for database applications. The RR/CC reserves the right to upgrade to the most current version of Microsoft software listed above and shall notify Contractor of planned upgrades six months from commencement of such upgrades.

Any custom software and associated hardware software drivers identified by Contractor as not compatible with any planned upgrades shall be modified at Contractor's expense in order to become compatible. Contractor shall provide all deliverables and other work hereunder so as to remain compatible with RR/CC's existing information technology infrastructure. Since the VBM processing interfaces with the RR/CC's election management system, the Contractor will be required to work with the RR/CC to create the necessary interface, if required. The Contractor shall have the ability for an application programming interface to receive the mail extract(s).

The deliverable in this Task 10.1.13 will not be deemed complete until the County Project Manager receives and/or approves the deliverable, as applicable. Approval of deliverable will be in the sole discretion of RR/CC.

11 GREEN INITIATIVES

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

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

12 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, Attachment 2, listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County.

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

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by CONTRACTOR: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of CONTRACTOR Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of CONTRACTOR Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

CONTRACTOR Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

VOTE BY MAIL OUTGOING ELECTION MAILING SERVICES

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Task 1 (Election Plan)	CONTRACTOR shall submit a comprehensive and detailed Election Plan upon request from the RR/CC by to the request date.	Submittal of Plan	\$2,000 per occurrence
SOW: Task 2 (Envelopes & Generic Materials)	CONTRACTOR shall manufacture election specific materials and envelopes and receive approval from RR/CC. Envelopes must meet USPS standards and be approved by the Mailpiece Design Analyst (USPS employees) (MDA). The RR/CC must be notified of any problems or delays in the design and/or approval of envelopes. Materials must be delivered on or before the request date.	Inspection & Observation	\$2,000 per occurrence
SOW: Task 3 (Ballot Production)	CONTRACTOR will facilitate the transfer of VBM ballot files, produce official VBM ballots and any requested ballots by the RR/CC (test, blank, remake, etc.). All ballots must be delivered on or before the request date.	Inspection & Observation	\$2,000 per occurrence
SOW: Task 4 (Inkjet Printing)	CONTRACTOR shall extract the Mass File or daily file(s) that will be used to print on the Ballot Return Envelopes and produce inkjet printing in accordance with printing specifications.	Inspection & Observation	\$2,000 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Task 5 (Presorting Services)	CONTRACTOR shall produce completed VBM Ballot packets in mailing order according to zip code.	Inspection & Observation	\$2,000 per occurrence
SOW: Task 6 (Insertion Services)	CONTRACTOR shall provide insertion services for election materials into outgoing envelopes.	Inspection & Observation	\$2,000 per occurrence
SOW: Task 7 (Mail Verification Services)	CONTRACTOR will provide mail verification services for all completed "Mass File" and military and overseas VBM packets.	Inspection & Observation	\$2,000 per occurrence
SOW: Task 8 (Storage of Completed VBM Packets)	CONTRACTOR shall arrange for the storage of completed VBM Ballot packets and surplus election materials as detailed in the Election Plan.	Inspection & Observation	\$2,000 per occurrence
SOW: Task 9 (Transport of Mass File to USPS)	CONTRACTOR shall transport military and overseas VBM packages to the USPS by E-45 and the Mass File VBM packages by E-29.	Inspection & Observation	\$10 per mail piece delayed
SOW: Task 10 (Critique Session)	CONTRACTOR shall participate in the Critique Session per request by RR/CC.	Inspection & Observation	\$2,000 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Task 11 (Reports & Records)	CONTRACTOR shall provide reports specified by the RR/CC.	Inspection & Observation	\$2,000 per occurrence
Pricing/Invoicing	CONTRACTOR shall provide the RR/CC with a detailed line-item invoice of services conducted in accordance with the Contract. Quantity and price of each line item must be correct.	Submittal of Invoicing	\$2,000 per occurrence

**SAMPLE ELECTION TIMELINE
OUTGOING VOTE BY MAIL MAILING SERVICES**

1 REQUEST FOR ELECTION PLAN IS GIVEN TO CONTRACTOR

- A. Approximately 120 days before **(E-120)** the date of all regularly scheduled elections.
- B. A minimum of 61 days before **(E-61)** the date of all special elections.

2. ENVELOPE ORDER GIVEN TO CONTRACTOR

- A. Approximately 120 days before **(E-120)** the date of all regularly scheduled elections.
- B. A minimum of 61 days before **(E-61)** the date of all special elections.

3. CONTRACTOR INSERTING/INKJETTING SERVICES

- A. CONTRACTOR must test inkjet and inserter equipment between **E-120 and E-78**.
- B. CONTRACTOR shall report to RR/CC *up to* 78 days before the date of an election through election day **(E-78 until E-0)**, as specified by the RR/CC in the Election Plan.
- C. CONTRACTOR will print/insert daily files provided by the RR/CC from 45 through 5 days **(E-45 to E-5)** before the date of an election.

4. CONTRACTOR PRESORTING SERVICES

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

5. CONTRACTOR STORAGE SERVICES

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

6. CONTRACTOR TRANSPORT OF MASS MAIL PACKAGES

- A. Transport of Mass File takes place no later than 29 days before **(E-29)** the date of all elections.

PRICING SCHEDULE

PRICING SCHEDULE

Item	Notes	Paper Size					Other	Taxable (Y/N)
		8.5 x 11	8.5 x 14	10.5 x 17	10.5 x 19	10.5 x 22		
Outer Envelope (9.5x6) Current size: 6.125x9.75 for 8.5 ballot width 6.125x11.5 for 10.5 ballot width	Outgoing envelope that contains the return envelope, sticker, ballot wrap, ballot and any additional inserts. Inkjet data includes: Voter's name, Address, Election Date and Voter ID. Also includes County contact and general information.	.104	.104	0.150	0.150	0.150		Y
Return Envelope (9x5.75) Current size: 5.875x9 w/1.25 flap for 8.5 ballot width 5.875x 10.75 w/1.25 flap for 10.5 ballot width	Envelope to return ballot with inkjet data	0.097	0.097	0.170	0.170	0.170		Y
I Voted Sticker	Placed on all Ballot Wraps	0.054	0.054	0.054	0.054	0.054		Y
Ballot Wrap	VBM Voting Information wrapped around the ballot card(s) with sticker attached. During Countywide Elections contains variable information that is specific to the voter's address.							Y
	1 card	0.15	0.15	0.21	0.29	0.44		Y
	2 card	0.16	0.16	0.22	0.30	0.45		Y
	3 card	0.18	0.18	0.23	0.31	0.46		Y
	4 or 5 card	0.20	0.20	0.24	0.32	0.47		Y
	6 or more card	0.22	0.22	0.25	0.34	0.49		Y
Military Insert	Ballot Oath for voters in the Military or Overseas 8.5x11 1-sided, folds to 8.5x5.5	0.10	0.10	0.10	0.10	0.10		Y
HAVA Insert (4.25x8.25)	Full color - 2 sided postcard requesting proof of voter's identification 4.25x8.25 full color, 2-sided	0.10	0.10	0.10	0.10	0.10		Y
Ballot Cards - Including facsimile ballots	80# stock containing all contests of the election. Facsimile ballots are duplicate English "Do Not Vote" ballots that go into all Multilingual ballot packets							Y
		Per Card	Per Card	Per Card	Per Card	Per Card		
	1 Card	0.22	0.22	0.27	0.44	0.69		Y
	2 Cards	0.22	0.22	0.27	0.44	0.69		Y
	3 Cards	0.22	0.22	0.27	0.44	0.69		Y
	4 Cards	0.22	0.22	0.27	0.44	0.69		Y
	5 Cards	0.22	0.22	0.27	0.44	0.69		Y
	6 Cards	0.22	0.22	0.27	0.44	0.69		Y
	7 Cards	0.22	0.22	0.27	0.44	0.69		Y
	8 Cards	0.22	0.22	0.27	0.44	0.69		Y
	9 Cards	0.22	0.22	0.27	0.44	0.69		Y
	10 Cards	0.22	0.22	0.27	0.44	0.69		Y

PRICING SCHEDULE

Item	Notes	8.5 x 11	8.5 x 14	10.5 x 17	10.5 x 19	10.5 x 22	Other	Taxable (Y/N)
Roundtrip Envelope Tracking (English)	Variable IMB, data collection, and upload	0.03	0.03	0.03	0.03	0.03		Y
Roundtrip Envelope Tracking (Multilingual)	Variable IMB, data collection, and upload	0.06	0.06	0.06	0.06	0.06		Y
Mailer (4.25 x 6") - 9Pt		0.09	/each					Y
Mailer (8.5 x 11") - 9Pt				Prep and data work for English and 12 ML versions - \$4,000. Add \$2500 for Prep for the 6 additional languages.				Y
Mailer (8.5 x 17") - 80#		0.15	/each					Y
Mailer (8.5 x 17") - 9Pt		0.17	/each					Y
Mailer (8.5 x 17") - 9Pt		0.19	/each					Y
Mailer (5.5 x 8.5") - 100#		0.15	/each					Y
Other:								
Subsequent Assembly Surcharge	Additional per packet - Occurs after E-29	0.10	0.10	0.10	0.10	0.10		Y
Storage Fee (for envelope storage)	Per Pallet per each month (includes logistics/handling)	\$24 per pallet	one time pallet / handling fee \$1,100					N
Sample Ballot Books (provided to us)	insertion of book into VBM packet	0.10	0.10	0.10	0.10	0.10		N
Sample Ballot Books (provided to us)	per booklet "version" provided	100.00	100.00	100.00	100.00	100.00		N
Ballot Face/Website PDF created for county		0.08	/each					N

County is responsible for use/sales tax and freight

* Cost for Ballot Wrap is tiered based on the number of ballot cards.

**Unless otherwise noted on the invoice, pricing will always be based on 8.5x11 or 8.5x14 ballot size.

Pricing above should be based on an election of any size. If interested, please include a discount for larger elections as detailed below (and indicate whether discount will be a percentage or dollar amount).

A minimum of:

5 million voters
1 million voters
300,000 voters

N/A
N/A
N/A

K&H pricing is based on an 'each' price and is presented based on the best pricing for the size of county. We do not upcharge for smaller elections, the same unit cost is applied regardless of election size.

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

INTENTIONALLY OMITTED

COUNTY'S ADMINISTRATION

CONTRACT NO.

COUNTY'S PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY'S CONTRACT ANALYST:

Name: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY'S PROJECT MONITOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:

CONTRACT NO.

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

NOTICES TO CONTRACTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, 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 must keep such information confidential.

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

Employee Name: _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

Non-Employee Name: _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

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

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

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

SIGNATURE: _____

DATE: _____

PRINTED NAME: _____

POSITION: _____

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

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1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



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.

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DEBARMENT CERTIFICATION

I, _____, on behalf of K&H Integrated Print Solutions, ("Contractor"), certify that on County Contract #24-005 for Outgoing Vote By Mail Services:

By checking the boxes, the contractor is certifying that it is not on the following lists below:

- Federal Suspended and Debarred Vendors List
<https://sam.gov/content/home>
Contractor certifies that they are not suspended, excluded or debarred.
- State of California Debarred Vendors List
<https://www.dir.ca.gov/dlse/debar.html>
Contractor certifies that they are not suspended, excluded or debarred.

County reserves the right to monitor federal, state, or local level databases at any time during the Contract to ensure Contractor is deemed responsible.

If Contractor is found to be suspended, excluded or debarred, it may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

Contractor Personnel includes subcontractors (If applicable).

I have authority to bind the Contractor and have reviewed the requirements above and further certify that I will comply with said requirements.

Name (Print): _____
 Title: _____
 Signature: _____
 Date: _____
 Company/Contractor Name: _____

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 Contract #24-005 (*Outgoing Vote By Mail Services*) will have completed a background check as required under Paragraph 7.5 Background and Security Investigations of the Outgoing Vote By Mail 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 County for audit purposes, as requested by the County.
- No Staff shall perform services under this Contract if the Staff member is on active probation or parole.
- No Staff having access to Los Angeles County ("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.
- If a criminal conviction record or pending criminal charge is found, the County will determine, in its sole discretion, whether Staff is unsuitable for the position or work duties required under this Contract (such as certain kinds of criminal activity or a history that has a direct or adverse relationship with specific work duties).
- Contractor must monitor all Staff during the duration of the Contract/work order term, 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 investigations(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	
Contractor Address	
Name and Title	
Signature	
Date	