



DEPARTMENT OF
REGISTRAR-RECORDER/COUNTY CLERK

**VOTING SOLUTIONS FOR ALL PEOPLE (VSAP)
ENHANCEMENTS AND SUPPORT SERVICES (VESSMA)
WORK ORDER SOLICITATION (WOS)**

FOR

CATEGORY 2

**Election Operations Management and Planning Services,
B. Voting Location Accessibility Support Services**

“Accessibility Compliance for Voting”

WOS #24-015

Release Date: September 4, 2024

Due Date: September 20, 2024

County of Los Angeles
Registrar-Recorder/County Clerk
Contracts and Grants Section
www.lavote.net
contracts@rrcc.lacounty.gov

VESSMA Category Name:	Category 2 – Election Operations Management and Planning Services, B. Voting Location Accessibility Support Services
Project Title:	“Accessibility Compliance for Voting”
Period of Performance:	Upon WO execution for three (3) years
Type of Work Order:	A Combination Work Order–fixed-price per deliverable (FP/D) and time & materials (T&M/D)
Ownership of Deliverables:	Deliverables are County IP

1.0 **WORK ORDER OBJECTIVE**

This Work Order Solicitation (WOS) #24-015 is issued by the Los Angeles County (County) Department of Registrar-Recorder/County Clerk (RR/CC) to VESSMA Qualified Contractors under Category 2 - Election Operations Management and Planning Services, B. Voting Location Accessibility Support Services.

The RR/CC is seeking accessibility compliance consulting services for the County's vote center locations for elections conducted under Title II of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. §§ 12131-12134, Title II's implementing regulation, 28 C.F.R. Pt. 35, and applicable provisions of Title 24 of the California Code of Regulations.

The purpose is to evaluate and consult with the County on site selection policies and procedures, assess the physical accessibility of the County's vote center locations for people with mobility and vision disabilities, propose modifications to improve physical accessibility of the Vote Center locations, and if necessary, recommend that the County reject or discontinue maintaining a location as a vote center because it is not sufficiently accessible or cannot be made accessible during a voting period.

Background and Statement of Work Details

For more detailed information regarding the background, scope of work, tasks and deliverables of this WO, refer to Exhibit A (Statement of Work).

2.0 **WORK ORDER MINIMUM QUALIFICATIONS**

Interested and Qualified Contractors under VESSMA Category 2B that can demonstrate their ability to successfully provide the required services and meet the minimum requirements described below:

Bidder must be a certified disability access consultant (Certified Access Specialist (CASp Certification required), accessibility inspector, and plans examiner, possesses qualifications, background, and expertise in the accessibility of government programs under the ADA, including the 2010 ADA Standards for Accessible Design (28 C.F.R. C.F.R. § 35.104, as set forth in Appendices B and D to 36 C.F.R. Part 1191 and the requirements contained in 28 C.F.R. § 35.151) (2010 Standards), with the ability to apply that understanding to short term events, and is qualified to provide the consulting services and deliverables described in this WOS. Preference will be given to candidates who also have substantial credentials and expertise in election operations and accessibility of voting locations, and familiarity with the California Voter's Choice Act, including verification of experience working with a state office, county, or city to develop, implement, or conduct voting location assessments, preferably in California.

3.0 WORK ORDER TERM

The term of this WO will be upon WO execution for three (3) years.

4.0 WORK ORDER TIMETABLE

- WOS Release..... September 4, 2024
- Response Due Date/Time September 20, 2024

5.0 QUESTIONS

All communications and/or questions related to this WOS must be submitted in writing via e-mail to contracts@rrcc.lacounty.gov with a subject line referencing "VESSMA WOS #24-015"

6.0 RESPONSE INSTRUCTIONS

All responses must be bound and submitted in the prescribed PDF format. Any response that deviates from this format may be rejected without review at the County's sole discretion.

The response to this WOS shall include each of the following in the prescribed format and order:

- A. Cover Memo: Identify the WOS by title and number; company name and address; and the name, telephone number, and e-mail address of the point of contact.
- B. Table of Contents
- C. Minimum Qualifications: Provide a summary of relevant background information to demonstrate that the Qualified Contractor meets the minimum requirements.
- D. Approach and Methodology: Provide a detailed description of your approach and methodology to provide services as described in Exhibit A (Statement of Work). The response shall include information that will provide the RR/CC with a clear understanding that your company has the ability to provide or exceed the services requested in this WOS.

E. Pricing Sheet(s) – Complete and Submit Exhibit B

7.0 **SUBMISSION**

WOS Responses shall be filed as follows:

- An electronic copy in PDF format submitted via e-mail to the VESSMA Administrator to contracts@rrcc.lacounty.gov with **“WORK ORDER SOLICITATION #24-015 RESPONSE – CATEGORY 2B”** in the subject line of the email. The body of the email shall contain the name and address of the Qualified Contractor. The bid response is due by 5:00PM on **September 20, 2024.**

It is the sole responsibility of the submitting Bidder to ensure that its Bid is received before the submission deadline. Any Bids received after the scheduled closing date and time for receipt of Bids will not be accepted.

8.0 **REVIEW AND SELECTION PROCESS**

- A. Selection Process: Evaluation of the proposals will be made by an Evaluation Committee selected by the RR/CC. Bids will be examined to determine the lowest price. The maximum number of possible points will be awarded to the lowest cost, and the most responsive and responsible bid. All other bids will be compared to the lowest cost and points awarded accordingly.

The County retains the right to select a proposal other than the proposal receiving the highest number of points if the County determines, in its sole discretion, another proposal is the most overall qualified, cost effective, responsive, responsible and in the best interests of the County.

- B. Disqualification of Work Order Solicitation Proposal:

A WOS proposal may be disqualified from consideration because a County Department and/or RR/CC determined it was non-responsive at any time during the review/evaluation process. If a County Department and/or RR/CC determines that a proposal is disqualified due to non-responsiveness, the VESSMA Administrator must notify the proposer in writing. Upon receipt of the written determination of non-responsiveness, the proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the RR/CC's sole discretion, be denied if the request does not satisfy all of the following criteria: (a) The person or entity requesting a Disqualification Review is the Proposer; (b) The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and (c) The request for a Disqualification Review asserts that the County Department's and/or RR/CC's determination of disqualification due to non-responsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions. The Disqualification Review must be completed, and the determination must be provided to the requesting proposer, in writing, prior to the conclusion of the evaluation process.

STATEMENT OF WORK
Election Operations Management and Planning Services
“Accessibility Compliance for Voting”

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STATEMENT OF WORK (SOW)

Election Operations Management and Planning Services

“Accessibility Compliance for Voting”

1.0 SCOPE OF WORK

A. Objective

The Los Angeles County (County) Registrar-Recorder/County Clerk (RR/CC or Registrar) seeks services under Voting Solutions for All People Enhancements and Support Service Master Agreement (VESSMA) Category 2 – Election Operations Management and Planning Services for Accessibility Compliance for Voting from Upon Work Order (WO) execution for three (3) years.

The RR/CC is seeking accessibility compliance consulting services for the County's Vote Center locations for elections conducted under Title II of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. §§ 12131-12134, Title II's implementing regulation, 28 C.F.R. Pt. 35, and applicable provisions of Title 24 of the California Code of Regulations.

The purpose is to evaluate and consult with the County on site selection policies and procedures, assess the physical accessibility of the County's Vote Center locations for people with mobility and vision disabilities, and propose modifications to improve the physical accessibility of the Vote Center locations and, if necessary, recommend that the County reject or discontinue maintaining a location as a Vote Center because it is not sufficiently accessible or cannot be made accessible during a voting period under the settlement agreement between the County and the United States in the case entitled *United States of America v. Los Angeles County*, 2:23-cv-05165-FLA (MRWx). Duties required under this SOW shall not alter, change, amend, revise, abrogate, or contravene the terms and requirements of any provision of the aforementioned settlement agreement.

Minimum Requirements

Bidder must be a certified disability access consultant (Certified Access Specialist (CASP Certification required), accessibility inspector, and plans examiner, possesses qualifications, background, and expertise in the accessibility of government programs under the ADA, including with the 2010 ADA Standards for Accessible Design (28 C.F.R. C.F.R. § 35.104, as set forth in Appendices B and D to 36 C.F.R. Part 1191 and the requirements contained in 28 C.F.R. § 35.151) (2010 Standards), with the ability to apply that understanding to short term events, and is qualified to provide the consulting services and deliverables described in this Request for Services (RFS). Preference will be given to candidates who also have substantial credentials and expertise in election operations and accessibility of voting locations, and familiarity with the California Voter's Choice Act, including verification of experience working with a state office, county, or city to develop, implement, or conduct voting location assessments, preferably in California.

Background

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

The Voting Solutions for All People (VSAP) system was developed by the RR/CC in 2009 in response to an antiquated voting system and increasingly large and complex electorate. The project sought to develop a new voter centric system to maximize stakeholder participation. Through field research and coalition building, the RR/CC pioneered a new voter-centered approach to voting system design and development. Part of the approach included replacement of antiquated voting equipment, with new technologically advanced voting equipment in addition to network connected Vote Centers.

Title II of ADA

Title II of the ADA prohibits public entities from excluding individuals with disabilities from participation in or denying them the benefits of the public entity's voting services, programs, or activities, or subjecting them to discrimination, on the basis of disability. 42 U.S.C. § 12132, 28 C.F.R. §§ 35.130(a), 35.149. Title II also prohibits public entities from selecting facilities to be used as voting locations that exclude individuals with disabilities or deny them the benefits of the voting program because of a lack of accessibility. 28 C.F.R. § 35.130(b)(4). Title II requires public entities to administer their services, programs, and activities in the most integrated setting appropriate to the needs of qualified individuals with disabilities. 28 C.F.R. § 35.130(d); 28 C.F.R. 35.150(b)(1).

Voter's Choice Act of 2016

In 2016, California enacted Senate Bill 450 (Stats. 2016, Ch. 832), the Voter's Choice Act (VCA), to expand early voting and offer more flexible voting opportunities to voters in participating counties. The VCA amended the California Elections Code to allow participating counties to transition from Polling Places to Vote Centers as voting locations in county elections. The County transitioned to the VCA's Vote Center election model for the first time in the March 3, 2020 Presidential Primary Election, has been operating under the VCA Vote Center election model since, and will be operating under VCA Vote Center election model for future elections.

Fourteen (14) Factors

Among other requirements, the VCA requires the County to incorporate, at a minimum, all of the following 14 factors in identifying Vote Center locations (including ballot drop box locations) and drafting an Election Administration Plan (EAP) to be approved by the California Secretary of State (SOS):

1. Vote Center and ballot drop off location proximity to public transportation;
2. Vote Center and ballot drop off location proximity to communities with historically low vote by mail usage;
3. Vote Center and ballot drop off location proximity to population centers;
4. Vote Center and ballot drop off location proximity to language minority communities;
5. Vote Center and ballot drop off location proximity to voters with disabilities;
6. Vote Center and ballot drop off location proximity to communities with low rates of household vehicle ownership;
7. Vote Center and ballot drop off location proximity to low-income communities;
8. Vote Center and ballot drop off location proximity to communities of eligible voters who are not registered to vote and may need access to same day voter registration;
9. Vote Center and ballot drop off location proximity to geographically isolated populations, including Native American reservations;
10. Access to accessible and free parking at Vote Centers and ballot drop off locations;
11. Distance and time a voter must travel by car or public transportation to a Vote Center and ballot drop off location;
12. Need for alternate methods to support voters with disabilities for whom vote by mail ballots are not accessible;
13. Traffic patterns near Vote Centers and ballot drop off locations
14. Need for mobile Vote Centers in addition to Vote Centers.

Advisory Committees

The VCA also requires the County to establish advisory committees to assist with improving accessibility and participation, including a Voting Accessibility Advisory Committee (VAAC) comprised of representatives from disability advocacy organizations and voters with disabilities. In addition to conducting extensive community outreach and collaborating with the Community and Voter Outreach Committee and community-based organizations, the RR/CC collaborated with the VAAC to help the County identify Vote Center locations that are accessible to voters with disabilities, and to further inform and educate voters with disabilities about voting options available to them through the VCA.

Accessibility surveys

The County has engaged extensively with disability rights advocates and organizations, voters with disabilities, and the legally mandated VAAC before and after the March 3, 2020 Presidential Primary Election to gather input on the selection of Vote Centers, and that engagement has continued on an ongoing basis. The County has completed accessibility surveys for approximately 4,600 of the potential Vote Center locations identified in the pool from which Vote Centers are targeted, and additional locations are being identified and surveyed on an ongoing basis. The County will continue to complete

additional accessibility surveys for the remainder of potential Vote Center locations as permitted by facility owners prior to their use in a targeted election.

List of Vote Center locations

A list of all potential Vote Center locations will be provided to the Contractor for review and evaluation in accordance with this SOW once they are identified for consideration in a specific election. Accessibility surveys that have been completed and will be completed by the County based on the State and federal combined survey instrument for determining the accessibility of each proposed Vote Center location using a checklist meeting the 2010 Standards for accessibility (**Exhibit 1, Accessibility Checklist**) will also be provided. In addition, any Mitigation Plans, Signage Plans, Maps, and photographs for all potential Vote Center locations will be provided.

November 2024 election

In accordance with the VCA and County Board of Supervisor directives, the County is targeting to secure more than the minimum number of Vote Center locations required under the VCA for the November 2024 General Election and any subsequent elections as allowed by either State law or the Governor's Executive Orders.

Requirements

The County acknowledges the legal requirements and need to secure Vote Center locations that are accessible to voters with disabilities, and the County is committed to providing as many accessible Vote Center locations as possible for the November 2024 General Election. The parties acknowledge that the County must comply with the requirements of the VCA, and that the RR/CC must also comply with the County elections official's duties under the California Elections Code and all other applicable laws. Accordingly, the parties acknowledge that this SOW and the terms and conditions of the WO are not intended to cause and will not cause the County to become non-compliant with the VCA, or cause the RR/CC to become non-compliant with his or her duties as the County elections official under the California Elections Code and all other applicable laws.

The Contractor further acknowledges the County's ability to implement certain recommended or required remedial measures identified by the Contractor that may be limited by a number of variables including, without limitation, control and ownership of the location, access to the location, costs and scope of work involved with the remedial measure at issue, timing, and County's contracting, fiscal and other administrative requirements or policies. In particular, the Contractor acknowledges that the County may have limited or no ability to implement modifications to non-County owned buildings and structures.

2.0 DEFINITIONS

1. **"2010 Standards"** refers to the 2010 ADA Standards for Accessible Design (28 C.F.R. § 35.104, as set forth in Appendices B and D to 36 C.F.R. Part 1191 and the requirements contained in 28 C.F.R. § 35.151).

2. **"Accessible"** means that a Vote Center is compliant with the 2010 ADA Standards for Accessible Design (28 C.F.R § 35.104, as set forth in appendices B and D to 36 C.F.R. Part 1191 and the requirements contained in 28 C.F.R § 35.150 or 35.151) and the State of California Polling Place Accessibility Guidelines (available at the <https://www.sos.ca.gov/elections/publications-and-resources/polling-place-accessibility-guidelines>) on each day of the Voting Period.
3. **"Accessibility Surveys"** are documents completed by the County through the RR/CC based on the Checklist meeting the 2010 Standards to assess the accessibility of potential Vote Center locations for the November 2024 General Election and subsequent elections.
4. **"Americans with Disabilities Act" or "ADA"** refers to the Americans with Disabilities Act of 1990, a law that prohibits discrimination on the basis of disability in employment, state and local government, public accommodations, commercial facilities, transportation, and telecommunications.
5. **"Title II (State and Local Government)"** protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs, and activities provided by state and local government.
6. **"Checklist"** is the Accessibility Survey Checklist, generated by the SOS, to evaluate accessibility of potential Vote Centers and drop boxes under the 2010 Standards (**Exhibit 1**).
7. **"Contractor" or "Expert"** is the individual or entity who has been awarded this Work Order by the County to perform or execute the services described in this RFS.
8. **"County Project Manager"** is the person designated by the County through the Registrar to manage the operations under the Agreement.
9. **"Deliverable" or "Deliverables"** are the completed Tasks or other work described under this WO.
10. **"Election" or "Voting Period"** includes any day on which in-person voting occurs.
11. **"Election Administration Plan" or "EAP"** is the County's Election Administration Plan in effect for the designated elections.
12. **"Election Day"** is the final day of voting during the voting period of an election. For example, November 5, 2024, is the Election Day for the November 2024 General Election.
13. **"Informal resolution"** means the resolution of a disagreement by Chief Magistrate Judge Stevenson pursuant to Task 6.D of this WO.

14. **“Los Angeles County” or “County”** is a subdivision of the state. The County is charged with providing numerous essential services that affect the lives of all residents, including law enforcement, property assessment, tax collection, public health protection, public social services, elections, and flood control.
15. **“No Remediation Vote Center”** is a Vote Center location determined by the Contractor, upon reviewing and evaluating the Accessibility Survey completed by the County for the specific Vote Center location, Mitigation Plans, Signage Plans, Maps, photographs and any supporting documentation, to be accessible under the Accessibility Checklist meeting the 2010 Standards for accessibility.
16. **“Polling Place”** is a facility at which voting occurred in elections held in Los Angeles County prior to the County's transition to the VCA and the Vote Center election model.
17. **“Programmatic Compliance”** means compliance with the applicable provisions of the ADA and Title 24 as reasonably feasible for a Vote Center location in the County's election program, as determined by the Contractor, upon review and evaluation in totality of the Accessibility Surveys completed by the County, the County's reasonable efforts to locate the best available Vote Center location under the circumstances, the availability of alternative accessible Vote Center locations, and the County's implementation of the Contractor's recommended remedial measures for physical and/or programmatic access to the extent reasonably feasible.
18. **“Registrar-Recorder/County Clerk,” “RR/CC” or “Registrar”** refers to the Los Angeles County Registrar-Recorder/County Clerk, the County elections official responsible for the registration of voters, maintenance of voter files, conducting federal, state, County and local elections, and the verification of initiative, referendum and recall petitions.
19. **“Statement of Work” or “SOW”** is a detailed statement of the agreed upon services to be delivered by Contractor.
20. **“Task”** will mean one or more areas of work to be performed under this SOW including those areas identified as a numbered Task or subtask and all subtasks thereunder.
21. **“Task/Deliverable Acceptance Certificate”** is the certificate issued by the County upon the Contractor's satisfactory completion of applicable Tasks, subtasks and Deliverables, goods, and services and other work in accordance with the requirements, specifications, and timetables set forth in this SOW, or any approved change order or amendment. See **Exhibit 2**.
22. **“Temporary Mitigation Measures”** (i.e. temporary remedial measures) refers to any measures that Los Angeles County deploys at Vote Centers to make them accessible or to improve accessibility including such measures identified and recommended by the Expert.
23. **“United States” or “United States Department of Justice” or “DOJ”** refers to the federal agency that the County has entered into a settlement agreement with in the matter entitled *United States of America v. Los Angeles County*, United States District Court Case No. 2:23-cv-05165-FLA (MRWx), and to which this agreement is pertinent.

24. **"Voting Accessibility Advisory Committee" or "VAAC"** is the advisory committee required under the VCA and established by the County through the Registrar, comprising of representatives from disability advocacy organizations and voters with disabilities.
25. **"Vote Center"** is any facility, site, or location, where voters may cast ballots in person for elections administered by Los Angeles County which includes a portion of a building, site, or location where voting equipment is set up, the designated path connecting it to each applicable arrival point including off street accessible parking, public right of way, drop zone, or public transportation stop, and any features or elements along those paths such as doors, elevators, or lifts, that are necessary to access the voting room, cast the ballot, and exit the facility.
26. **"Vote Center List"** is a list of potential Vote Center locations identified by the Registrar for any given Election.
27. **"Vote Center With Remediation"** is a Vote Center location determined by the Contractor, upon reviewing and evaluating the Accessibility Survey completed by the County for the specific Vote Center location, Mitigation Plans, Signage Plans, Maps, photographs and any supporting documentation, to be accessible under the Checklist meeting the 2010 Standards, provided that required or recommended remedial measures are implemented to address accessibility issues identified by the Contractor in the report for the specific Vote Center location.
28. **"Vote Center With Programmatic Compliance"** is a Vote Center location determined by the Contractor, upon reviewing and evaluating in totality the Accessibility Survey(s) completed by the County, the County's reasonable efforts to locate the best available Vote Center location under the circumstances, the availability of alternative accessible Vote Center locations, and the County's implementation of the Contractor's recommended remedial measures for physical and/or programmatic access to the extent reasonably feasible, to be accessible.
29. **"Voter's Choice Act" or "VCA"** is the California Voter's Choice Act amending the Elections Code (Elections Code sections 3017, 4005 et seq., and 15320).
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3.0 TASKS AND DELIVERABLE

The Contractor's Tasks and Deliverables will result in written reports to be provided to the County throughout the WO term. These reports will include an evaluation of the County's efforts to assess each Vote Center location, a determination on whether each selected Vote Center location is fit to serve for the targeted elections under the ADA, and include any recommendation for remediation(s) for the specified location(s). Under the direction of the County Project Manager, the Contractor will work independently, though the Contractor will consult and collaborate with the County Project Manager or designee(s) as necessary to carry out the Tasks and Deliverables as set forth hereunder. The RR/CC will coordinate with the Contractor to ensure that the Contractor obtains access to all relevant materials referenced below to complete all Tasks and Deliverables set forth herein. The Contractor will work with the RR/CC to ensure all materials are correctly understood and interpreted. All Tasks and Deliverables will be approved by RR/CC utilizing the attached

Task/Deliverable Acceptance Certificate prior to approving any payment for services issued under this project.

The Contractor's written reports, along with supporting information and documentation for the reports, may be disclosed to other Contractors, entities or government agencies at the direction and with the consent of the RR/CC or designated staff. The County may require the Contractor to participate in any discussions and/or to collaborate and communicate with another Contractor, entity or government agency and its retained advisors, experts, consultants, or counsel as necessary to facilitate the County's discussions with other parties, as part of the Contractor's engagement under this SOW.

Contractor will consult and collaborate with the County Project Manager in completing the following Tasks and work during this term of the SOW as outlined below:

1.0 Task 1: Assess RR/CC Vote Center Facilities

Upon execution of the WO, the County will provide a list of one hundred (100) Vote Center facilities, buildings, sites or locations maintained as viable for consideration as Vote Centers that the Expert will evaluate for the Expert's first draft Vote Center Report. The County information provided to the Expert will include 1) Accessibility Surveys, 2) Mitigation Plans, 3) Signage Plans, 4) Maps and; 5) photographs for identified facilities, buildings, sites, or locations that it reasonably maintains as viable for consideration as Vote Centers for future Elections. If any of these materials are updated after the County provides them to the Expert, the County will provide such updated information to the Expert as soon as reasonably possible. The County will collaborate with the Contractor to provide all supporting documentation for the completed Accessibility Surveys as requested by the Contractor and have ongoing discussions of submitted Vote Center locations during the Expert's review period and prior to the final submission of the report.

2.0 Task 2: Develop a Grading Rubric for Vote Centers

The Contractor will, in collaboration and consultation with the County, develop a grading and comparison standard and rubric for use when evaluating the County potential Vote Center locations based on any accessibility issues identified on the Accessibility Surveys. The Contractor will have two (2) weeks upon WO execution, to develop the grading and comparison standard and rubric. The rubric should include the prioritization of 1) types of barriers 2) a consideration of severity of the barriers 3) the compounding effect of barriers, and 4) technical barriers that should be de minimis. Scoring system will be weighted based on these considerations. With the County's consent, the grading and comparison standard and rubric may be reviewed by subject matter experts in the access community.

3.0 Task 3: Utilize at Least one of the Three Designations as part of the Assessment of Vote Centers

The County using the grading and comparison standard and rubric described above will prepare reports with determinations on whether each surveyed Vote Center location is:

1. Accessible under the Checklist meeting the 2010 Standards with no remedial measures required (No Remediation Vote Centers)
2. Accessible under the Checklist meeting the 2010 Standards, provided that appropriate remedial measures are implemented to address accessibility issues

identified by the Contractor in the report (Vote Centers With Remediation)

3. Accessible through Programmatic Compliance as determined by the Contractor (Vote Center with Programmatic Compliance).

The Contractor will have four (4) weeks following the receipt of the initial batch of one hundred (100) Vote Center locations with completed accessibility surveys and other supporting documentation from the County to begin providing initial feedback, determinations and recommendations as provided herein. The County and the Contractor may mutually agree to modify this schedule, if approved in writing by both Parties.

On December 15, 2024, and every six (6) months thereafter, the Contractor will provide a draft report for at least one hundred (100) facilities, buildings, sites, or locations maintained as viable for consideration as Vote Centers selected by the County and for which the County provided Surveys, Mitigation Plans, Signage plans, maps, and photographs. This schedule is set under Paragraph 15(c) of the above-referenced settlement agreement and cannot be modified except under the terms of that agreement.

4.0 Task 4: Prepare A Draft Report for Vote Center Locations

The Contractor's reports will be completed as follows:

- A. The Contractor will develop a grading and comparison standard and rubric for use when comparing potential Vote Center locations based on any accessibility issues identified in the Accessibility Surveys.
- B. Include all potential Vote Center locations surveyed by the RR/CC using the Checklist meeting the 2010 Standards. The County will provide all completed Accessibility Surveys, Mitigation Plans, Signage Plans, Maps, and photographs to the Contractor. The Contractor will review the documents (including updated Accessibility Surveys, Mitigation Plans, Signage Plans, Maps, photographs and supporting documentation) and will provide determinations on each surveyed Vote Center as set forth in 3.0.
- C. The Contractor will review the County's Accessibility Surveys, Mitigation Plans, Signage Plans, Maps, and photographs to determine whether they reflect an accurate assessment of the Vote Center for accessibility. In doing so, the Contractor may request to review supporting documentation for the completed Accessibility Surveys, and may request to visit potential Vote Centers as necessary and feasible. The County will coordinate any requested visits based on the availability and willingness of the Vote Center location.
- D. When the Contractor designates a Vote Center location as a "Vote Center With Remediation" or "Vote Center With Programmatic Compliance," the Contractor can either (i) agree with the County's proposed Mitigation Plan as stated or (ii) provide the County with: (a) a list of the recommended remedial measures (including temporary measures) for the Vote Center location (b) explanation on how each measure identified can be placed or implemented; and (c) evaluation of the feasibility of implementing each measure identified (i.e., "Easy – Minimum/Quick Modification"; "Medium – Moderate Modification," "Difficult – Significant or Permanent Modification Required"), taking into consideration variables including, but not limited to, control and ownership of the location, access to the location, costs and scope of work involved for

the remedial measure at issue, and timing.

- E. The Contractor may recommend that the County reject or discontinue maintaining the proposed location as a potential Vote Center because it is not sufficiently accessible or cannot be made accessible during a voting period.
- F. The Contractor will consider opinions of the VAAC on the accessibility of any Vote Center location when available. The County will share information from the VAAC when available.

5.0 Task 5: Draft Final Vote Center Report in Collaboration with County

Upon receipt of the Vote Center draft report, the County may respond with reasonable alternative Temporary Mitigation Measures to any specific Temporary Mitigation Measure with which the Expert disagrees or permanent modifications to a reviewed facility maintained as viable for consideration as a Vote Center, with the understanding that any such changes both temporary and permanent are subject to, among other factors, available funding, feasible timing and the willingness of property owners and site managers to cooperate with the County. For each facility, building, site, or location maintained as viable for consideration as a Vote Center constructed after January 26, 1992 (where the County is reasonably able to determine the date on which the building was constructed), by, on behalf of, or for the use of the County, the Expert's proposed modifications to the County's Mitigation Plans and Signage Plans may include both reasonable alternative Temporary Mitigation Measures to any specific Temporary Mitigation Measure which the Expert recommends and permanent modifications when required to meet the County's Title II obligations (subject to the same understanding above by the Expert).

6.0 Task 6: Submit Final Vote Center Report

Upon submission to the County of the draft report, disagreements will be resolved through an informal resolution process that will comply with the following (A-D):

- A. The County will have thirty (30) days to meet-and-confer with the Expert if the County has comments, suggestions, edits, or disagreements with respect to the draft report. The County may, at its discretion, submit a written response to the draft report that, among other things, explains why the County cannot implement a recommendation or suggestion of the Expert, or alternative sites or approaches or facilities, buildings, sites, or locations that the County believes are more feasible than the Expert's recommendation. The Expert may amend the draft report following this meet-and-confer period with the County.
- B. After the 30-day period in 6.0 (A) above, the Expert will share the draft report with the United States, as well as notify the United States if there is still an impasse between the Expert and the County under 6.0 (A). The Expert will provide the United States with Surveys, Mitigation Plans, Signage Plans, Maps, and photographs, as well as updated County information, for facilities, buildings, sites, or locations maintained as viable for consideration as Vote Centers evaluated by the Expert during the reporting period upon sending the Expert's draft report. Over a further 30-day period, the Expert, the County, and the United States may meet-and-confer regarding disagreements the parties have regarding that draft report.
- C. Following the two meet-and-confer periods in subsection 6.0 (A) and 6.0 (B) above, if

there is no further disagreement between the parties, the Expert will complete a final report.

- D. If, however, following the two meet-and-confer periods in subsections 6.0 (A) and 6.0 (B) above, there remains a disagreement between the parties regarding the Expert's draft report, either party may raise the issue with Chief U.S. Magistrate Judge Stevenson for an informal resolution. Each of the County, the Expert, and the United States may submit written reports to Judge Stevenson in that informal dispute resolution.

7.0 Task 7: Prepare Biannual Reports

The Contractor shall prepare a draft report pursuant to the report preparation and collaboration process set forth in above Sections 4.0 through 6.0 of this SOW, such that the Contractor will provide two reports for each year of the term of this WO.

8.0 Task 8: Collaborate with County on Site Selection Policies and Procedures

The Contractor will consult with the County on site selection policies and procedures to ensure that the County selects properties/facilities, buildings, sites, or locations to serve as Vote Centers that are accessible or can be made more accessible during the voting period by employing Temporary Mitigation Measures, with the Contractor recognizing that the County must also consider the requirements of federal and state election laws pertaining to site selection (including, in particular, the California Voter's Choice Act). The Contractor will also consult with the County on its identification and use of Temporary Mitigation Measures for accessibility.

The County will provide training materials, policies, and procedures that relate to the accessibility of the County's Vote Centers. The Contractor will evaluate the County's policies and procedures that relate to the accessibility of the County's Vote Centers and provide training and technical assistance relating to any aspect of the physical accessibility of voting locations as provided for in the WO and SOW.

4.0 SCHEDULE AND LOCATION

Additional roles necessary to perform the services described within this work order may be proposed by the Contractor in addition to the mandatory roles described above.

The Contractor and County may collaborate, consult, and mutually agree upon a sample of Vote Center locations for the Contractor to visit and observe within each County Supervisorial District and each difficult-to-serve geographic region of the County during the November Election from October 26, 2024 to November 5, 2024. The Contractor may visit and observe the aforementioned sample of Vote Centers and provide feedback to County for the purpose of verifying quality and improving accessibility for future elections.

The majority of the work performed can be performed remotely at the discretion of the RR/CC.

When necessary, activities will be conducted onsite from the following location:

Los Angeles County Registrar-Recorder/County Clerk
12400 Imperial Hwy.
Norwalk, CA 90650

WO activities may be conducted at additional RR/CC sites, as needed.

5.0 QUALITY CONTROL

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

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

6.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the VESSMA, Paragraph 29, County's Quality Assurance Plan.

6.1 Meetings

Contractor is required to attend scheduled meetings.

6.2 Contract Discrepancy Report (Exhibit 1)

Verbal notification of a contract discrepancy will be made to the County Project Manager as soon as possible whenever a contract discrepancy is identified. The problem will be resolved within a time period determined by the County.

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

6.3 County Observations

In addition to RR/CC personnel, other County personnel may observe performance, activities, and review documents relevant to this VESSMA at any time during normal

business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

7.0 RESPONSIBILITIES

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

COUNTY

Throughout the duration of this work order, the RR/CC will:

1. Ensure that all necessary RR/CC personnel are available to Contractor in a timely manner and ensure cooperation of vendors and partners as needed.
2. Provide all necessary network access (logins, passwords, etc.) to Contractor at the start of the engagement.
3. Provide Contractor with the necessary physical and/or system access required to complete the deliverables.
4. Provide Contractor with schedule of elections with specific dates and number of Vote Centers as soon as the information is available.

CONTRACTOR

Throughout the duration of this work order, the Contractor will:

1. Provide a list or chart specifically identifying the Contract Manager, the Project Manager, and other key individuals, including any subcontractors proposed for the project. Contractor must assign personnel who collectively possess the background and experience necessary to successfully complete this project.
 - a. A resume for each assigned staff/subcontractor that includes project descriptions and other evidence, demonstrating the special skills and ability to successfully perform the required services.
2. A timetable or chart for hours and dates to complete the project including number of hours for each of the basic elements of the Work Plan and the dates of the proposed deliverables starting from upon execution of the WO.
3. Be available on demand throughout the WO term to review and discuss its reports, evaluations, and determinations, the recommendations identified in the reports, the implementation of remedial measures required and/or recommended, and the status of progress relating to any Task and Deliverable. The Contractor may also advise on matters related to this engagement as mutually agreed to by the parties.
4. Except as otherwise prohibited by law, the Contractor will have full access to persons, employees, facilities, buildings, programs, services, documents, data, records, materials, and other things within the County's possession, custody, and control that are necessary to assess the County's progress and implementation of accessibility for voting locations.

The Contractor acknowledges the County's ability to implement certain recommended or required remedial measures identified by the Contractor may be limited by a number of variables including, without limitation, control and ownership of the location, access to the location, costs and scope of work involved with the remedial measure at issue, and timing. In particular, the Consultant acknowledges that the County may have limited or no ability to implement modifications to non-County owned buildings and structures. The Contractor will consult and collaborate with the County on the preparation of potential reasonable plans to implement the remedial measure as reasonably feasible.

5. At the direction and with the consent of the County, the Contractor may disclose the Contractor's reports, along with other supporting information and documentation for the reports, to other contractors, entities, or government agencies. The Contractor will promptly notify the County in the event these parties request any information relating to this SOW or any Task or Deliverable set forth herein. The County may request, and the Contractor will comply with the County's request, to participate in any discussions and/or to collaborate and consult with the other contractors, entities or government agencies and/or its retained advisors, experts, consultants or counsel as necessary to further the County's discussions with these parties.

8.0 UNSCHEDULED WORK

- 8.1 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.
- 8.2 Prior to performing any unscheduled work, the Contractor must prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County Project Manager or their designee must approve the excess cost. In any case, no unscheduled work will commence without written authorization.
- 8.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor must take necessary measures to prevent immediate harm and contact the County Project Manager for approval before beginning the work. A written estimate will be sent within twenty-four (24) hours for approval. Contractor will submit an invoice to County Project Manager within seven (7) business days after completion of the work.
- 8.4 All unscheduled work will commence on the established specified date. Contractor will proceed diligently to complete said work within the time allotted.
- 8.5 The County reserves the right to perform unscheduled work itself or assign the work to another 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

PRICING SHEET

SCHEDULE OF PROJECT COSTS identifying the bidder's/proposer's personnel/subcontractor costs, and the maximum total cost to complete the project.

The Schedule of Project Costs must include the hourly rate, number of hours, and total cost for each proposed staff/subcontractor, or the fixed rate for a specific service module/deliverable. Job classifications of other personnel participating in the project should be identified, and the total number of hours, the hourly rate and the total cost should be shown by classification. Other expenses (in addition to the hourly personnel cost) that will be incurred and billed must be specifically identified and included in the total cost of completing the project.

***Proposals that do not clearly indicate the maximum total cost to complete the project may, at the discretion of the County, be rejected.**

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

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