DEPARTMENT OF
REGISTRAR-RECORDER/COUNTY CLERK

REQUEST FOR STATEMENT OF QUALIFICATIONS

FOR

VOTING SOLUTIONS FOR ALL PEOPLE (VSAP) ENHANCEMENTS AND SUPPORT SERVICES

RFSQ # 21- 004

Release Date: November 8, 2021

County of Los Angeles
Registrar-Recorder/County Clerk
Contracts and Grants Section
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2. FORM 2: Vendor's Qualifications
3. FORM 3: Certification of No Conflict of Interest
4. FORM 4: Familiarity with County Lobbyist Ordinance Certification
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10. FORM 9: Compliance with Fair Chance Employment Hiring Practices Certification
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APPENDIX B: VESSMA Service Categories
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1.0 GENERAL INFORMATION

1.1 Purpose and Background

This Request for Statement of Qualifications (RFSQ) #21-004 is issued by the Los Angeles County (County) Department of Registrar-Recorder/County Clerk (Department of RR/CC) to vendors or consulting companies (Vendors or Vendor in the singular) for critical election-related VSAP Enhancements and Support Services on an as-needed basis.

The County is the largest election jurisdiction in the United States with over 5.6 million registered voters (as of September 2021). In 2020, the RR/CC successfully implemented the Voting Solutions for All People (VSAP) which includes new voting equipment, Vote Centers, and an expanded 10-day voting period prior to election day. For more information on VSAP, visit vsap.lacounty.net.

1.2 Scope of Work

Vendors interested in becoming a qualified contractor in one or more of the Service Categories set forth in Appendix B (VESSMA Service Categories) are encouraged to submit a Statement of Qualifications (SOQ) in response to this RFSQ. Each vendor (Vendor) demonstrating that it meets the requisite requirements for one or more of the Service Categories set forth in Appendix B (VESSMA Service Categories), that accepts the VSAP Enhancement and Support Services Master Agreements (VESSMA) without exceptions, and that meets the insurance requirements set forth in Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)) will be awarded a VESSMA and become a qualified contractor (Qualified Contractor).

Under the VESSMA, each Qualified Contractor will be included, depending on demonstrated qualifications, in one or more Service Categories that describe specific VSAP Enhancements and Support Services experience and requirements. As County work requirements arise during the term of the VESSMA, Qualified Contractors in the applicable Service Categories will be solicited for bids or proposals to perform work under a work order. The only compensation made to Qualified Contractors under the ESMA will be through satisfactory work performed under a duly issued and executed work order (Work Order), in accordance with applicable County procedures.

Some significant features of this RFSQ and the resulting VESSMA are as follows:

1. The terms contained in the VESSMA are non-negotiable. The VESSMA will be uniformly executed by all Qualified Contractors.

2. The VESSMA may be amended, from time to time during the term of the VESSMA, to accommodate changes in County contracting policies and procedures.

3. The VESSMA will be used to expeditiously obtain critical election support services on an as-needed basis by the RR/CC department.

4. Work pursuant to the VESSMA will be solicited via Work Order Solicitations and will be solicited for projects to be performed on a Fixed Price Per Deliverable (FP/D) or Time and Material Per Deliverable (T&M/D) basis as specified in each Work Order Solicitation.

5. No hourly rates for labor or fixed prices for services and/or deliverables are required from Vendors at this time. Hourly rates and/or fixed prices will be required when Qualified Contractors respond to Work Order Solicitations.

6. During the term of the VESSMA, newly qualified Vendors may be added at any time to the list of qualified Contractors for each Service Category.

7. During the term of the VESSMA, Service Categories may be added or deleted at any time, based on the County's needs and at the County's sole discretion.

8. Qualified Contractors wishing to expand the number of Service Categories for which they are eligible may also apply at any time to be added to the lists of Qualified Contractors for new Service Categories.

9. Work Order Solicitations will be sent electronically to Qualified Contractors in the respective Service Categories and responses to the Work Order Solicitations shall be submitted electronically, unless otherwise stated in the Work Order Solicitation.

Description of Work:

The following chart provides a general description of the VESSMA Service Categories and further detailed in Appendix B (VESSMA Service Categories).

VESSMA SERVICE CATEGORIES		
Service Category #	**VESSMA Category Name**	**Description / Overview**
Service Category 1	Vote Center Deployment Services	This service category includes coordination of the entire transportation and deployment of materials and equipment to the specified number of indoor and outdoor Vote Centers (VCs) and Election Worker training sites for a given election cycle.
Service Category 2	Election Operations Management and Planning Services	This service category includes IT support operations management, elections operations management, change management, quality assurance, independent validation and verification, training, and risk management as it relates to election support operations.
Service Category 3	Vote Center Network Support	This service category includes Vote Center suitability assessment; the preparation of the routers for an election through kitting, staging, and subsequent setup at the designated Vote Centers; and Vote Center Network Monitoring and Troubleshooting services during an election cycle.
Service Category 4	Election Cybersecurity Services	This service category includes Election Security Monitoring and Implementation, Election Security Risk Assessments, and Regulatory Compliance services
Service Category 5	VSAP Tally and VSAP Ballot Layout (VBL) Support	This service category includes necessary new features and enhancements to the VSAP Tally and the VSAP Ballot Layout (VBL) application that are responsible for ballot layouts and tabulation.
Service Category 6	Election Support Services	This service category includes election support services in election call centers, at Vote Centers, and election systems enhancements and support. These services and enhancements are required to meet applicable local, state, or federal requirements including those related to the California Elections Code and related regulations.
Service Category 7	BMD/BMG Enhancement & Maintenance	This service category includes enhancements, development, and maintenance necessary to sustain the BMG environment (Ballot Marking Device Management System) and the Ballot Marking Devices (BMDs).
Service Category 8	Infrastructure Support Services	This service category includes hosting, enhancements, development, and maintenance necessary to sustain existing infrastructure for election critical systems.
Service Category 9	Voter Education and Outreach Communication Campaign Services	This category includes services for developing, purchasing, executing, tracking, and reporting for/on voter education and outreach campaigns in a large multicultural jurisdiction.

1.3 OVERVIEW OF SOLICITATION DOCUMENT

This RFSQ is comprised of four main (4) parts. It is the Vendors responsibility to carefully review the entire set of RFSQ documents to provide a responsible SOQ response.

PART 1 - GENERAL INFORMATION: Specifies the Minimum Qualifications, provides information regarding some of the requirements of the VESSMA and the Work Order Solicitation (WOS) process.

PART 2 - INSTRUCTION TO VENDORS: Contains instructions to Vendors regarding how to prepare and submit their SOQ in response to this RFSQ.

PART 3 - STATEMENT OF QUALIFICATIONS REVIEW, SELECTION, QUALIFICATION PROCESS: Explains how the SOQ will be reviewed and how Vendors will be selected and qualified for particular Service Categories.

PART 4 – APPENDICES A to P:

APPENDIX A	REQUIRED STATEMENT OF QUALIFICATIONS (SOQ) FORMS – Includes forms that must be completed and included in the SOQ.
APPENDIX B	VESSMA SERVICE CATEGORIES – Describes the various Service Categories and respective qualifications required for this RFSQ.
APPENDIX C	SAMPLE WORK ORDER SOLICITATION (WOS) – A sample solicitation template that describes the objective of the project, the specific Service Category(ies) being solicited for, a general description of the scope of services to be performed, any additional minimum requirements or other qualifying information, the evaluation criteria that will be applied to the Work Order Solicitation responses and general instructions for filing Work Order Solicitation responses.
APPENDIX D	VSAP ENHANCEMENTS AND SUPPORT SERVICES MASTER AGREEMENT (VESSMA)) – The VESSMA used for this solicitation. As previously noted, the terms and conditions set forth in the VESSMA are not negotiable.
APPENDIX E	CONTRACTOR'S EEO CERTIFICATION
APPENDIX F	CONTRACTOR'S ADMINISTRATION
APPENDIX G	INTENTIONALLY OMITTED

APPENDIX H	REQUEST FOR PREFERENCE CONSIDERATION (LSBE, SE AND DVBE)
APPENDIX I	POLICY ON DOING BUSINESS WITH SMALL BUSINESSES
APPENDIX J	RFSQ TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW
APPENDIX K	CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE – Sets forth a County Code provision.
APPENDIX L	DEFAULTED PROPERTY TAX REDUCTION PROGRAM – Sets forth a County Code provision.
APPENDIX M	LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY – Identifies Vendors who are not allowed to contract with the County for a specific length of time.
APPENDIX N	INTENTIONALLY OMITTED
APPENDIX O	IRS NOTICE 1015 – Provides information on Federal Earned Income Credit.
APPENDIX P	INFORMATION SECURITY AND PRIVACY REQUIREMENTS

1.4 TERMS AND DEFINITIONS

Throughout this RFSQ, references are made to certain persons, groups, or departments/agencies. Where not defined herein, such terms shall be as defined in Paragraph 2.0 (Definitions) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)) and Appendix B, Attachment 1 (VESSMA Service Categories).

- **"MASTER AGREEMENT" (MA):** County's standard agreement executed between County and individual Qualified Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders. The VSAP Enhancements and Support Services Master Agreement is also known as VESSMA.

- **"MINIMUM QUALIFICATIONS":** Appendix D, Exhibit A (VESSMA Service Categories) defines the type of service, specific Minimum Qualifications, the requisite number of engagements, and the years of experience required for all Service Categories. These Minimum Qualifications are solely for the purpose of qualifying for, and being accepted as, a qualified Contractor under the terms of this RFSQ.

- **"QUALIFIED CONTRACTOR":** A qualified Vendor or consulting company who has 1) submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ), 2) has met the minimum qualifications listed in the RFSQ for one or more Service Categories, and; 3) has an executed Master Agreement with the County RR/CC.

- **"REQUEST FOR STATEMENT OF QUALIFICATIONS" (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.

- **"SERVICE CATEGORY/SERVICE CATEGORIES":** The areas of technical specialization and the associated skills and experience which comprise the Services that the County will be soliciting from Qualified Contractors during the term of the Master Agreement. A Subcategory means a subset of technical specialization and the associated skills and experience associated with the applicable Category). Any use of Service Categories herein shall be interpreted to also include Subcategories.

- **"STATEMENT OF QUALIFICATIONS" (SOQ):** A Vendor or consulting companies' response to an RFSQ.

- **"STATEMENT OF WORK" (SOW):** A written description of tasks and/or deliverables desired by County for a specific Work Order.

- **"REGISTRAR-RECORDER /COUNTY CLERK" (RR/CC):** Refers to the Los Angeles County department that administers the Contract and is responsible for providing essential records, management of County elections registrar functions. For more information, visit https://www.lavote.net/

- **"VOTE CENTER":** A location where a voter casts a ballot.

- **"VOTING SOLUTIONS FOR ALL PEOPLE" (VSAP) –** Started in 2009, the VSAP is a branded solution implementation for the modernization of the County's voting infrastructure.

- **"WORK ORDER" (WO):** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and deliverables as described in a Statement of Work. Each Work Order shall result from bids from VESSMA Qualified Contractors via a Work Order Solicitation (WOS). Unless otherwise specified, County shall select the lowest cost, qualified bid.

- **"VSAP ENHANCEMENTS AND SERVICES MASTER AGREEMENT" (VESSMA):** Also referred to as VESSMA, this is a master agreement utilizing a work order structure to engage Qualified Contractors to provide critical election support services in the areas of operations management, network support, load testing, cybersecurity, tally and VSAP Ballot Layout (VBL) enhancements in one or more of the Service Categories.

1.5 VESSMA SERVICE CATEGORIES MINIMUM QUALIFICATIONS

Interested and qualified Vendors that meet the Minimum Qualifications for specific service categories set forth in Appendix D, Exhibit A (VESSMA Service Categories) and as further outlined below are invited to submit a SOQ.

1.5.1 Appendix D, Exhibit A (VESSMA Service Categories) defines the type of service, specific Minimum Qualifications, the requisite number of engagements, and the years of experience required for each Service Category. These Minimum Qualifications are solely for the purpose of qualifying for and being accepted as a Qualified Contractor under the terms of this RFSQ. For each Work Order Solicitation (WOS) subsequently posted under the ESMA, County may provide additional Minimum Qualifications and other specific requirements as applicable to the services required under the Statement of Work for which a Work Order is being solicited.

1.5.2 If Vendor's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Vendor must not have unresolved costs identified by the Auditor-Controller in an amount over $100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

1.6 ACCEPTANCE OF TERMS AND CONDITIONS OF VESSMA

Vendors understand and agree that the submission of a SOQ constitutes Vendor's acknowledgement and acceptance of all terms and conditions (as it may be updated from time to time) of the VESSMA, if qualified and awarded a resultant VESSMA.

1.7 VESSMA PROCESS

Project specifications, tasks, deliverables, etc. will be determined at the time RR/CC issues a Work Order Solicitation (WOS) similar to Appendix C (Sample Work Order Solicitation) and in accordance with Paragraph 3.0 (Work) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)).

1.7.1 A VESSMA will be executed with all Vendors determined to be qualified for particular Service Category(ies).

1.7.2 Upon RR/CC's execution of the VESSMAs, the qualified Vendors will become Qualified Contractors, and thereafter be solicited under competitive conditions in the form of a Work Order Solicitation similar to Appendix C (Sample Work Order Solicitation) for either Fixed Price Per Deliverable or Time and Material Per Deliverable basis bids to provide as needed VSAP Enhancements and Support Services in accordance with Paragraph 3.0 (Work) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)).

1.7.3 Work Orders resulting from successfully solicited Work Order Solicitations will include a Statement of Work which will describe in detail the particular project and the work required for the performance thereof.

1.7.4 Payment for all work shall be either on a Fixed Price Per Deliverable (FP/D) basis or Time and Material Per Deliverable (T&M/D) basis, subject to the Total Maximum Amount specified on each individual Work Order.

1.7.5 The execution of a VESSMA does not guarantee a qualified Contractor any minimum amount of work or business.

1.7.6 The VESSMA includes various Service Categories as described in Appendix B (VESSMA Service Categories). Only those Contractors qualified in the specific Service Category being solicited will be contacted to submit bids during a Work Order Solicitation (WOS) process.

1.8 VESSMA TERM

In accordance with Paragraph 10.0 (Term of Master Agreement) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)), the term of the VESSMA shall go into effect upon the date of execution by the Department Head, Registrar-Recorder/County Clerk (RR/CC), or his designee, as authorized by the Board of Supervisors (Board), and shall expire on February 14, 2027 ("VESSMA Expiration Date"), unless sooner terminated, in whole or in part, as provided in the VESSMA.

1.8.1 The term of the VESSMA shall be subject to two (2) additional one-year option periods for a potential total term expiring two (2) years from VESSMA Expiration Date.

1.8.2 Option periods will be exercised at the sole discretion of the Department Head, RR/CC, as authorized by the Board.

The County will continuously accept SOQs throughout the duration of the VESSMA to qualify Vendors for all Service Categories. In these instances, the VESSMA shall go into effect upon the date of execution by the Department Head, RR/CC, or his designee, as authorized by the Board, and shall expire on the VESSMA Expiration Date, unless sooner extended or terminated, in whole or in part, as provided in the VESSMA, in accordance with Paragraph 10.0 (Term of Master Agreement) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)).

1.9 WORK ORDER SOLICITATION (WOS) AND AWARD PROCESS

The comprehensive Work Order solicitation, evaluation and award processes are set forth in Paragraph 4.0 (Work Order Solicitation Process) and Paragraph 5.0 (Work Order Evaluation and Award Process) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)). This Section 1.9 briefly outlines the process.

All interested Vendors are required to read Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)) in its entirety, paying particular attention to Paragraph 4.0 (Work Order Solicitation Process) and Paragraph 5.0 (Work Order Evaluation and Award Process) to thoroughly understand the process.

1.9.1 **Work Order Solicitations (WOS):** The specific criteria and qualifications required to qualify a Vendor for the VESSMA are described in Appendix B (VESSMA Service Categories) and Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)). Work Order Solicitations, similar in form to Appendix C (Sample Work Order Solicitation), will contain the specific service descriptions and qualifications that are required to award a Work Order to a pre-qualified Contractor.

Bids and proposals in response to Work Order Solicitations shall generally include the following:

- Submission of Work Order Proposal by the Bid Submission Deadline set forth in the Work Order Solicitation (WOS);
- Fixed Price Per Deliverable (FP/D) or Hourly Rate and Estimated Hours per Deliverable(for Time and Material Per Deliverable (T&M/D)) for work requested.
- Proof of each Contractor Personnel or Consultant (as defined in Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)) being proposed by the qualified Contractor meeting the Minimum Qualifications of this RFSQ.
- Proof of meeting any other requirements or qualifying information specified in the Work Order Solicitation.

The Work Order Proposal will be evaluated by the County based on the requirements in theWork Order Solicitation and in accordance with the evaluation methodology set the Work Order Solicitation and Paragraph 4.0 (Work Order Solicitation Process) and Paragraph 5.0 (Work Order Evaluation and Award Process) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)). The evaluation may include proposed Contractor verification of reference(s) and/or a background security investigation of proposed Contractor Personnel in accordance with Paragraph 14.6 (Background and Security Investigations) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)). Proposed Contractor, if determined qualified by the County, may be interviewed and/or requested to provide a demonstration as a component part of the evaluation process.

Successfully submitted Work Order Proposals meeting all of the Minimum Qualifications, if any, and evaluated in accordance with the Work Order Solicitation will be awarded a Work Order in accordance with Paragraph 5.0 (Work Order Evaluation and Award Process) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)).

1.9.2 Project Management: In each resultant Work Order executed, the County will identify a County Work Order Project Manager responsible for the success of the Work Order engagement. Qualified Contractors will have identified, in Exhibit D (Contractor's Administration) to Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)) the Project Manager who will generally be responsible for the satisfactory performance of all of the qualified Contractor's executed Work Orders. The County's Work Order Project Manager shall, at his/her discretion, inspect any and all of the qualified Contractor's work in progress at any time to verify progress, quality, and conformance with design specifications.

1.10 COUNTY RIGHTS AND RESPONSIBILITIES

The County has the right to cancel or amend the RFSQ by written addendum at any time. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Each addendum shall be made available to each organization which County records indicate have received this RFSQ. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered and returned to the Vendor for completion, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

Addendums will be posted on https://camisvr.co.la.ca.us/lacobids/. It is the responsibility of the proposer to check the website, periodically, for changes/additions.

1.11 CONTACT WITH COUNTY PERSONNEL

All communications and/or questions related to this RFSQ must be submitted in writing to VESSMA Administrator via e-mail to:

Veronica Williams VESSMA Administrator E-mail: **contracts@rrcc.lacounty.gov**

If it is discovered that a Vendor contacted and received information from any County personnel, other than the e-mail specified above, regarding this solicitation, County, in its sole determination, may disqualify their SOQ from further consideration.

1.12 MANDATORY REQUIREMENTS TO REGISTER ON COUNTY'S VENDOR SELF SERVICE

Prior to executing a VESSMA, all potential Contractors must register in the County's Vendor Self Service Portal. Registration can be accomplished online via the Internet at: http://camisvr.co.la.ca.us/webven/.

1.13 COUNTY OPTION TO REJECT STATEMENTS OF QUALIFICATIONS

The County may, in its sole discretion, reject any or all SOQs submitted in response to this RFSQ. The County shall not be liable for any cost incurred by a Vendor in connection with preparation and submittal of any SOQ. The County reserves the right to waive, in its sole discretion, inconsequential disparities in a submitted SOQ.

1.14 PROTEST PROCESS

1.14.1 Under Board Policy No. 5.055, Services Contract Solicitation Protest (https://library.municode.com/ca/lacountybos/codes/boardpolicy?nodeId=CH5COPU_5.055SECOSOPR), any prospective Vendor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 1.14.3 below. Additionally, any Vendor may request a review of a disqualification under such a solicitation, as described in the Sections below.

1.14.2 Throughout the review process the County has no obligation to delay or otherwise postpone an award of contract based on a Vendor protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County to do so.

1.14.3 Grounds for Review – Unless State or Federal statutes or regulations otherwise provide, the grounds for review of any RR/CC determination or action should be limited to the following:

- Section 2.4 – Solicitation Requirements Review in this RFSQ; and
- Section 3.2 – Disqualification Review of this RFSQ

1.15 NOTICE TO VENDOR'S REGARDING PUBLIC RECORDS ACT

1.15.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when RR/CC recommends the qualified Vendor(s) to the Board and such recommendation appears on the Board agenda, all SOQs submitted in response to this RFSQ become a matter of public record with the exception of those parts of each SOQ which are justifiably defined and identified by the Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

1.15.2 The County shall not in any way be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception. The Vendor must specifically label only those provisions of their respective SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

1.16 INDEMNIFICATION AND INSURANCE

Vendor shall comply with the Indemnification provisions contained in Paragraph 43.0 (Intellectual Property Indemnification) and Paragraph 44.0 (Contractor Acts and/or Omissions Indemnification) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)) and any other indemnification obligations set forth therein. Vendor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraph 46.0 (General Provisions for all Insurance Coverage) and Paragraph 47.0 (Insurance Coverage) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)).

1.17 INTENTIONALLY OMITTED

1.18 INJURY AND ILLNESS PREVENTION PROGRAM (IIPP)

Vendor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations 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.

1.19 BACKGROUND AND SECURITY

At the discretion and request of County, Contractor Personnel performing work under any Work Order may be required to undergo and pass to the satisfaction of the County, a background and security investigation in accordance with Paragraph 14.6 (Background and Security Investigations) of Appendix D (VSAP Enhancements and Support Services Master Agreement (VESSMA)), as a condition of beginning and continuing work under a Work Order. The County may request that such investigation(s) be conducted periodically during the term of any Work Order.

1.20 CONFIDENTIALITY AND INDEPENDENT CONTRACTOR STATUS

Prospective Vendors shall comply with the confidentiality provision Paragraph 14.7 (Confidentiality and Security), and the independent contractor status provision, Paragraph 42.0 (Independent Contractor Status) of Appendix D (VSAP Enhancements and Support Services Master Agreement (VESSMA)).

1.21 CONFLICT OF INTEREST

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in SOQ Form 3 (Certification of No Conflict of Interest) of Appendix A (Required Statement of Qualifications (SOQ) Forms).

1.22 DETERMINATION OF VENDOR RESPONSIBILITY

1.22.1 A responsible Vendor is a Vendor 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 Vendors.

1.22.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities.

1.22.3 Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.

1.22.4 The County may declare a Vendor to be non-responsible for purposes of the VESSMA if the Board, in its discretion, finds that the Vendor 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 Vendor'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 omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the Countyor any other public entity.

1.22.5 If there is evidence that the Vendor may not be responsible, the applicable Department shall notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board that the Vendor be found not responsible. The Department shall provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

1.22.6 If the Vendor presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Vendor shall reside with the Board of Supervisors.

1.22.7 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

1.23 VENDOR DEBARMENT

1.23.1 The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other 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 the County may terminate any or all of the Vendor's existing contracts with County, if the Board finds, in its discretion, that the Vendor 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 Vendor'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.

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

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

1.23.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

1.23.5 If a Vendor has been debarred for a period longer than five (5) years, that Vendor 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 Vendor 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 requests for review of a debarment determination only where (1) the Vendor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

1.23.7 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

1.23.8 Appendix M (Listing of Contractors Debarred in Los Angeles County) provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.24 VENDOR'S ADHERENCE TO COUNTY CHILD SUPPORT COMPLIANCE PROGRAM

Qualified Contractors shall (1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a VESSMA or initiation of debarment proceedings against the non-compliant qualified Contractor (County Code Chapter 2.202).

1.25 GRATUITIES

Attempt to Secure Favorable Treatment – It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Vendor with the implication, suggestion or statement that the Vendor's provision of the consideration may secure more favorable treatment for the Vendor in the award of a VESSMA or that the Vendor's failure to provide such consideration may negatively affect the County's consideration of the Vendor's submission. A Vendor shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a VESSMA.

1.25.1 Vendor Notification to County – A Vendor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

1.25.2 Form of Improper Consideration – Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

1.26 NOTICE TO VENDORS REGARDING COUNTY LOBBYIST ORDINANCE

The Board has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation, or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in SOQ Form 4 (Familiarity with the County Lobbyist Ordinance Certification) of Appendix A (Required Statement of Qualifications (SOQ) Forms), as part of their SOQ.

1.27 FEDERAL EARNED INCOME CREDIT

Qualified Contractors shall notify its employees and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in the Internal Revenue Service Notice No. 1015. Refer to Appendix O (IRS Notice 1015).

1.28 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

As a threshold requirement for consideration of a VESSMA, Vendors shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to awillingness to consider GAIN/GROW participants for any future employment openings if they meet the Minimum Qualifications for that opening.

Additionally, Vendors shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Vendors who are unable to meet this requirement shall not be considered for a VESSMA.

Vendors shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in SOQ Form 5 (Attestation of Willingness to Consider GAIN/GROW Participants) of Appendix A (Required Statement of Qualifications (SOQ) Forms), as part of their SOQ.

1.29 COUNTY'S QUALITY ASSURANCE PLAN

After award of a VESSMA and subsequent Work Order(s), the County or its agent will monitor the qualified Contractor's performance on its VESSMA and Work Order(s) on an annual or as-needed basis. Such monitoring will include assessing qualified Contractor's compliance with all terms and conditions inthe Master Agreement and performance standards identified in the Work Order. Qualified Contractor's deficiencies which the County determines are significant or continuing and that may jeopardize performance of this VESSMA and subsequent Work Order(s) will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and qualified Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the VESSMA and/or Work Order(s) in whole or in part, or impose other penalties as specified in the VESSMA.

1.30 RECYCLED BOND PAPER

Vendor shall be required to comply with the County's policy on recycled bond paper as specified Paragraph 58.0 (Recycled Bond Paper) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)).

1.31 Intentionally Omitted

1.32 COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESS

1.32.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

1.32.2 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Section 1.34 (Local Small Business Enterprise Preference Program) of this RFSQ.

The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in Section 1.33 (Jury Service Program) of this RFSQ.

1.32.3 The County also has a Policy on Doing Business with Small Business that is set forth in Appendix I (Policy on Doing Business with Small Businesses).

1.33 JURY SERVICE PROGRAM

The prospective VESSMA is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix K (Contractor Employee Jury Service Ordinance), and the pertinent jury service provisions set forth in Paragraph 62.0 (Compliance with County's Jury Service Program) of the Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)), both of which are incorporated by reference into and made a part of this RFSQ.

The Jury Service Program applies to both qualified Contractors and their Subcontractors. **SOQs that fail to comply with the requirements of the Jury Service Program will be considered non- responsive and excluded from further consideration.**

1.33.1 The Jury Service Program requires qualified Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five (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 the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "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) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short- term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

1.33.2 There are two (2) ways in which a qualified Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation of other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts.

The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten (10) or fewer employees; 2) annual gross revenues in the preceding twelve (12) months which, if added to the annual amount of this contract is less than $500,000, and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly supersededby the collective bargaining agreement.

1.33.3 If a qualified Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Certification Form and Application for Exception, as set forth in SOQ Form 6 (Employee Jury Service Program Certification Form and Application for Exception) of Appendix A (Required Statement of Qualifications (SOQ) Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.34 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

1.34.1 In reviewing Work Order Bids, the County will give LSBE preference to businesses that meetthe definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affair's (DCBA) inclusion policy that: (a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the DCBA as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation. (b) To apply for certification as an LSBE, businesses should contact the DCBA at http://dcba.lacounty.gov.

1.34.2 Certified LSBEs must request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration, Appendix H (Request for Preference Consideration (LSBE, SE and DVBE)) with the applicable Work Order Bid and submit a letter of certification from the DCBA with their bid. Sanctions and financial penalties may apply to a business that knowingly, andwith intent to defraud, seeks to obtain or maintain certification as a certified LSBE.

1.34.3 It is the intent of the County that Certified LSBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as (fifteen) 15 calendar days after receipt of an undisputed invoice.

1.34.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at https://caleprocure.ca.gov/pages/sbdvbe-index.aspx.

1.35 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

1.35.1 In reviewing Work Order Bids, the County will give preference during the solicitation processto businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as: 1) A business that qualifies as a SE and has been inoperation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and 2) A business certified by the DCBA as a SE.

1.35.2 The DCBA shall certify that a SE meets the criteria set forth in Section 1.35.1.

1.35.3 Certified SEs may only request the preference in each of their Work Order Bid responses andmay not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit Appendix H (Request for Preference Consideration (LSBE, SE and DVBE)) with each Work Order Bid response and submit a letter of certification from the DCBA as well. Further information on SEs is also available on the DCBA's website at: http://dcba.lacounty.gov.

1.36 NOTIFICATION TO COUNTY OF PENDING ACQUISITIONS/MERGERS BY PROPOSINGCOMPANY

To the extent legally permitted, Vendors shall provide written notification to the County of any pending acquisitions/mergers of their company unless otherwise legally prohibited from doing so. If the Vendor 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.

This information shall be provided by the Vendor on SOQ Form 1 (Vendor's Organization Questionnaire/Affidavit) and SOQ Form 1A (CBE Information) of Appendix A (Required Statement of Qualifications (SOQ) Forms). Failure of the Vendor to provide this information SOQ may eliminate its SOQ(s) from any further consideration.

1.37 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"

Contractors, whose performance of the activities under a Work Order involves access to Protected Health Information as defined in 45 C.F.R. § 160.103, shall be required to comply with the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 as contained in Exhibit H (VESSMA Business Associate Agreement) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)).

1.38 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The prospective VESSMA is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance set forth in Appendix L (Defaulted Property Tax Reduction Program), and Paragraph 27.0 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and Paragraph 60.8 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both qualified Contractors and their Subcontractors.

Vendors shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing SOQ Form 7 (Certification of Compliance with the County's Defaulted Property Tax Reduction Program) in Appendix A (Required Statement of Qualifications (SOQ) Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

SOQs that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.39 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM (DVBE)

1.39.1 The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE Vendor is defined as: 1) A business which is certified by the State of California as a DVBE or, 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSBL by the Department of Veterans Administration, and 3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

1.39.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies in Section 1.39.1, 1 or 2 above.

1.39.3 Certified DVBEs must request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit Appendix H (Request for Preference Consideration (LSBE, SE and DVBE)) with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.

1.39.4 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at: https://caleprocure.ca.gov/pages/sbdvbe-index.aspx.

1.39.5 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: https://www.va.gov/osdbu/.

1.40 TIME OFF FOR VOTING

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

1.41 VENDOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero-tolerance policy on human trafficking. The policy prohibits Vendors engaged in human trafficking from receiving contract awards or performing services under a County contract.

Qualified Contractors are required to complete SOQ Form 8 (Zero Tolerance Policy on Human Trafficking Certification) in Appendix A (Required Statement of Qualifications (SOQ) Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Section 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)). Further, contractors are required to comply with the requirements under said provision for the term of any VESSMA awarded pursuant to this solicitation.

1.42 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

1.42.1 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 shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

1.42.2 Upon contract award or at the request of the A-C and/or the contracting department, the Contractor shall submit a direct deposit authorization request 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.

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

1.42.4 Upon contract award or at any time during the duration of the agreement/ contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

1.43 VENDOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO FAIR CHANCE EMPLOYMENT HIRING PRACTICES

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (Section 12952).

Qualified Contractors are required to complete SOQ Form 9 (Compliance with Fair Chance Employment Hiring Practices Certification) in Appendix A (Required Statement of Qualifications (SOQ) Forms), certifying that they are in full compliance with Section 12952, as indicated in the Master Agreement. Further, contractors are required to comply with the requirements under Section 12952 for the term of any VESSMA awarded pursuant to this solicitation.

1.44 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 shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

2.0 INSTRUCTIONS TO VENDORS

This Section contains instructions to Vendors regarding how to prepare and submit the Statement of Qualifications (SOQ).

2.1 COUNTY RESPONSIBILITY

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

2.2 TRUTH AND ACCURACY REPRESENTATIONS

False, misleading, fraudulent, incomplete, or deceptively unresponsive statements in connection with an SOQ shall be sufficient cause for disqualification of the SOQ. The evaluation and determination in this area shall be at the RR/CC's sole judgment and his/her judgment shall be final. A Contractor who is disqualified pursuant to this Section 2.2 may be debarred from workingwith the County.

If the County is unable to verify the Contractor's prior experience, the submitted SOQ will be rejected without further review or consideration. County will provide detailed reasons for the rejection and will allow the Contractor to re-submit the SOQ with verifiable references.

Failure to adhere to SOQ format as described in Section 2.6 (Preparation and Format of the SOQ) will result in the SOQ being rejected. If the SOQ is rejected, County will provide detailed reasons for the rejection and will allow the Contractor an opportunity to resolve any discrepancy and re-submit the SOQ.

2.3 RFSQ Timetable

RFSQ's Timetable:		
NO	MILESTONE	DATE
1	Release of the RFSQ	Monday, November 8, 2021
2	Registration Deadline for Vendor Conference	Monday, November 15, 2021
3	Vendor Conference Web (Attendance Optional)	Tuesday, November 16 at 11:30AM (PST)
4	Written Questions Due	Thursday, November 18, 2021
5	Questions and Answers Released	Wednesday, November 23, 2021
6	SOQ Responses Due*	Thursday, December 9, 2021 Due by 3:00 PM (PST)
7	Notice of Contractor Selection	Monday, December 20, 2021
8	Master Agreement Execution (Anticipated), upon approval by the Board of Supervisors	March 1, 2022
9	Work Order Solicitations (WOS) issued to Qualified Contractors	As - needed, based on RR/CC needs
10	For Vendors needing more time beyond the timetable above to submit an SOQ, this RFSQ is open-ended. SOQs received after the due date will be reviewed ongoing.	Open - Continuous

2.4 SOLICITATION REQUIREMENTS REVIEW

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix J (RFSQ Transmittal to Request a Solicitation Requirements Review) to the County as described in this Section. A request for a Solicitation Requirements Review may be denied, in RR/CC's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review.

4. The request for a Solicitation Requirements Review asserts either that:

   a. Application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
   b. Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

The Solicitation Requirements Review shall be completed, and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the SOQ due date.

2.5 VENDORS WEB CONFERENCE (OPTIONAL)

An optional Vendors Conference will be held to discuss the RFSQ. County staff will respond to questions from potential Vendors. The conference is scheduled as follows:

Optional Vendors' Web Conference will be held as follows:

Date: Tuesday, November 16, 2021

Time: 11:30AM (PST)

Location: Web Conference detail provided upon registration

RSVP: All Respondents intending to participate in the Vendors Conference must register by Monday, November 15, 2021 by e-mail to contracts@rrcc.lacounty.gov

The e-mail must use the subject line "VESSMA RFSQ 21-004 Vendors Conference Registration – [Company Name]". The body of the email should contain the following information for each attendee:

- First and Last Name
- Title
- Company
- Website
- Phone Number
- E-mail
- Mailing Address

Note: Date and time of the Vendor's Conference are subject to change. Registered Vendors will be notified by e-mail of any changes.

2.6 PREPARATION AND FORMAT OF SOQ

2.6.1 All SOQs must be bound and submitted in the prescribed format. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion. If the SOQ is rejected, County will provide detailed reasons for rejection and will allow the Vendor to resolve any discrepancy and re-submit at any time.

The content and sequence of the SOQ must be as follows:

1	➢ **Transmittal Letter**– See Paragraph 2.6.2
2	➢ **Table of Contents** – See Paragraph 2.6.3
3	➢ **Vendor's Organization** — See Paragraph 2.6.4 1. SOQ Form 1 - Vendor's Organization Questionnaire/ Affidavit 2. SOQ Form 1A - CBE Information 3. Vendor's Proof of Insurability — See Paragraph 2.6.7 4. Vendor's Organization Support Documents — See Paragraph 2.6.4
4	➢ **Vendor's Qualifications** — See Paragraphs 2.6.5 1. SOQ Form 2 — Vendor's Qualifications 2. SOQ Form 10 — Prospective Contractor List of Contracts 3. SOQ Form 11 — Prospective Contractor List of Terminated Contracts
5	➢ **Additional Required Forms** – See Paragraph 2.6.8 1. SOQ Form 3 — Certification of No Conflict of Interest 2. SOQ Form 4 — Familiarity with County Lobbyist Ordinance Certification 3. SOQ Form 5 — Attestation of Willingness to Consider GAIN/GROW Participants 4. SOQ Form 6 — Employee Jury Service Program Certification Form and Application for Exception 5. SOQ Form 7 — Certification of Compliance with the County's Defaulted Property Tax Reduction Program 6. SOQ Form 8 — Zero Tolerance Policy on Human Trafficking Certification 7. SOQ Form 9 — Compliance with Fair Chance Employment Hiring Practices Certification

2.6.2

Transmittal Letter:

The cover letter must be a maximum of one (1) page, on Vendor's letterhead. It must be dated and must include the Vendor's name, address, telephone, and email address of the person(s) to be used for contact and who will be authorized to represent the Vendor. The letter shall indicate that the Vendor has reviewed the RFSQ and the VESSMA, including any addenda issued by the County, and that it understands and agrees that by responding to the RFSQ, should it be found to be a Qualified Contractor, it is agreeing in advance thereof to all terms and conditions of the VESSMA. The transmittal letter must bear the original signature of the person authorized to sign on behalf of the Vendor and who can legally bind the Vendor in a VESSMA.

2.6.3

Table of Contents:

The Table of Contents must be a comprehensive listing of all the material included in the SOQ. It must contain each section number for reference, the precise title of each section of the material, and provide accurate, sequential page numbersfor all sections.

2.6.4

Vendor's Organization:

The Vendor shall complete, sign and date SOQ FORM 1 and FORM 1A (Vendor's Organization Questionnaire/Affidavit and CBE Information) of Appendix A (Required Statement of Qualifications (SOQ) Forms – Form 1). **SOQ Form 1 must bear the original signature of the person authorized to sign on behalf of the Vendor and who can legally bind the Vendor in a VESSMA.**

Based on Vendor's organizational structure, Vendor shall determine which of the below referenced supporting documents the County requires. If the Vendor's organization does not fit into one of these categories, upon receipt of the SOQ or at some later time, the County may, in its discretion, request additional documentation regarding the Vendor's business organization and authority of individuals to sign Contracts.

If the below referenced documents are not available at the time of SOQ submission, Vendors must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request with the SOQ.

Required Support Documents:

- Corporations or Limited Liability Company (LLC) – The Vendor must submit the following documentation with the SOQ:

  1. A copy of a "Certificate of Good Standing" with the state of incorporation/ organization.

  2. A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

- Limited Partnership – The Vendor must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

2.6.5

Vendor's Qualifications:

Vendor shall use SOQ FORM 2 (Vendor's Qualifications) of Appendix A (Required Statement of Qualifications (SOQ) Forms) to demonstrate that it meets the Minimum Qualifications for specific Service Category(ies) and/or Subcategory(ies) as set forth in Appendix D, Exhibit A (VESSMA Service Categories) for which it is seeking to qualify. Vendors are instructed to use the forms as provided in this RFSQ and refrain from modifying or reproducing the required forms on their letterhead.

Vendor must submit a separate SOQ Form 2 (Vendor's Qualifications) for each Service Category/Subcategory for which it wishes to be considered qualified. The County will NOT determine which Service Categories are appropriate for the Vendor.

A. VESSMA Service Category Minimum Qualifications Verification:

The Vendor shall complete this section of SOQ Form 2 (Vendor's Qualifications) to describe the engagements required for each Service Category specified in Appendix D, Exhibit A (VESSMA Service Categories) for which the Vendor intends to qualify.

The Vendor shall utilize this section of SOQ Form 2 (Vendor's Qualifications) to demonstrate that it has the relevant background, experience, requisite years of experience, and requisite number of engagements of sufficient length, to meet the Minimum Qualifications for each Service Category and/or Subcategory(ies) the Vendor intends to qualify for as set forth in Section 1.5 (VESSMA Service Categories Minimum Qualifications) and Appendix D, Exhibit A (VESSMA Service Categories).

A single engagement may be used to qualify the Vendor for more than one Service Category, but it is the Vendor's responsibility to ensure that the engagement and the Vendor's experience and technological accomplishments are described with sufficient specificity to demonstrate that the Vendor meets the Minimum Qualifications set forth in Section 1.5 (VESSMA Service Categories Minimum Qualifications) and Appendix D, Exhibit A (VESSMA Service Categories).

All the engagements listed by the Vendor must have been performed for organizations other than the Vendor's own organization. However, Vendors may list engagements in which the Vendor performed the requisite work as a subcontractor to a prime contractor but must identify such engagements. Additional engagement requirements may be specified in Appendix B (VESSMA Service Categories).

Each distinct engagement included in this section of SOQ Form 2 (Vendor's Qualifications) shall include a comprehensive narrative for each engagement, in the appropriate location within the Form, and a detailed and comprehensive description of the Vendor's experience (e.g. nature of the technical work performed, Vendor responsibilities, how the work was accomplished, etc.) during the engagement that demonstrates how the Vendor meets all of the Minimum Qualifications described in Paragraph 1.5 (VESSMA Service Categories Minimum Qualifications) and Appendix D, Exhibit A (VESSMA Service Categories) for the Service Categories for which the Vendor intends to qualify.

The County, in its sole discretion, will determine whether the information provided in this section of SOQ Form 2 (Vendor's Qualifications) demonstrates sufficient qualifying engagements and a sufficient length of work experience to qualify the Vendor for a specific Service Category and/or Subcategory.

Failure to provide a detailed and comprehensive engagement description this section of SOQ Form 2 (Vendor's Qualifications) may result in the SOQ being disqualified without further consideration in the County's sole discretion. If an SOQ is disqualified, and Vendor remains interested in being a VESSMA Qualified Contractor, Vendor shall resubmit the SOQ package in its entirety.

B. Vendor's References*:*

The Vendor shall use this section of SOQ Form 2 (Vendor's Qualifications), to provide the following information regarding Vendor's References.

The Vendor shall provide information for the references required for each VESSMA Service Category and/or Subcategory on SOQ Form 2 (Vendor's Qualifications) to substantiate each of the separate, distinct engagements for each of the Service Category and/or Subcategory for which the Vendor intends to qualify.

The Vendor may use additional forms if necessary, but the form shall in no way be altered from its original format.

It is the Vendor's sole responsibility to ensure that the reference company name, point of contact's name, title, email address, phone number for each reference is accurate. It is also the Vendor's sole responsibility to inform the references that the County will be contacting them during the County's normal working hours.

The County will exercise reasonable diligence in contacting references. However, the County assumes no responsibility if the contact information the Vendor provides is not accurate.

The County, in its sole discretion, may disqualify a Vendor from further consideration if:

1. References fail to substantiate the Vendor's engagements and/or the description of services provided in the engagements for each Service Category the Vendor intended to qualify for; or

2. References fail to support that Vendor has a continuing pattern of providing capable, productive and skilled personnel; or

3. County is unable to successfully reach the point of contact with reasonable effort; or

4. Vendor lists a reference for an engagement that is located in a foreign country and in that foreign country the application of skills in the business environment differs from that in the United States to such a degree that the relevance of the experience is questionable.

C. VESSMA Service Category Minimum Qualifications Affirmation*:*

The Vendor shall complete the applicable section of SOQ Form 2 (Vendor's Qualifications) to certify that the information provided in the VESSMA Service Category Minimum Qualification Verification section of SOQ Form 2 (Vendor's Qualifications) is true and correct to the best of his or her information and belief.

This section of SOQ Form 2 (Vendor's Qualifications) must bear the signature of the person authorized to sign on behalf of the Vendor and to bind the applicant in a VESSMA.

Failure to sign and/or submit this section of SOQ Form 2 (Vendor's Qualifications) may result in the entire SOQ being disqualified without further consideration in the County's sole discretion. If SOQ is disqualified because of failure to complete this section of SOQ Form 2 (Vendor's Qualifications), County will provide detailed reasons for disqualification and will allow Vendor to correct this section of SOQ Form 2 (Vendor's Qualifications) and re-submit.

D. Vendor must also complete and SOQ Forms 10 and 11 as set forth in Appendix A.

a. Prospective Contractor List of Contracts, SOQ Form 10

The listing must include all Public Entities contracts for the last three (3) years. A photocopy of this form should be used if necessary.

b. Prospective Contractor List of Terminated Contracts, SOQ Form 11
The listing must include contracts terminated within the past three (3) years with a reason for termination.

2.6.6

Vendor's Pending Litigation and Judgments:

The Vendor shall identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the past five (5) years. The Vendor shall provide a statement on SOQ Form 1 and FORM 1A (Vendor's Organization Questionnaire/Affidavit and CBE Information) page 2 describing the size and scope of any pending or threatened litigation against the Vendor or principalsof the Vendor.

2.6.7

Vendor's Proof of Insurability:

The Vendor shall provide proof of insurance that meet all the insurance requirements set forth in Paragraph 46.0 (General Provisions for All Insurance Coverage) and Paragraph 47.0 (Insurance Coverage) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)).

In the event that the Vendor does not have the required insurance coverage set forth in Paragraph 46.0 (General Provisions for All Insurance Coverage) and Paragraph 47.0 (Insurance Coverage) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)) at the time of SOQ submission, the Vendor may submit with its SOQ, a letter from a qualified insurance carrier indicating its willingness to provide the Vendor with the required insurance coverage set forth in Paragraph 46.0 (General Provisions for All Insurance Coverage) and Paragraph 47.0 (Insurance Coverage) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)) should the Vendor be selected and awarded the VESSMA.

If the Vendor is qualified to be awarded a VESSMA, the VESSMA will not be executed by the County until such time as the Vendor has submitted, and the County has accepted, its insurance coverage that meet all the insurance requirements set forth in Paragraph 46.0 (General Provisions for All Insurance) and Paragraph 47.0 (Insurance Coverage) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)).

2.6.8

Additional Required Forms:

The following list of additional forms are provided in Appendix A (Required Statement of Qualifications (SOQ) Forms) and shall be submitted as part of the SOQ.

SOQ FORM 3:	Certification of No Conflict of Interest (Vendor need only submit one (1) SOQ Form 3 for its entire SOQ submission)
SOQ FORM 4:	Familiarity with County Lobbyist Ordinance Certification (Vendor need only submit one (1) SOQ Form 4 for its entire SOQ submission)
SOQ FORM 5:	Attestation of Willingness to Consider GAIN/GROW Participants (Vendor need only submit one (1) SOQ Form 5 for its entire SOQ submission)
SOQ FORM 6:	Employee Jury Service Program Certification Form and Application for Exception (Vendor need only submit one (1) SOQ Form 6 for its entire SOQ submission)
SOQ FORM 7:	Certification of Compliance with the County's Defaulted Property Tax Reduction Program (Vendor need only submit one (1) SOQ Form 7 for its entire SOQ submission)
SOQ FORM 8:	Zero Tolerance Policy on Human Trafficking Certification
SOQ FORM 9:	Compliance with Fair Chance Employment Hiring Practices Certification

2.6.9 The following forms are required to be signed and submitted at the time of execution of the VESSMA, if the Vendor submitting a response to this RFSQ is deemed qualified and thereby becomes a Qualified Contractor.

APPENDIX E:	Contractor's EEO Certification – Appendix D, Exhibit E of VESSMA
APPENDIX F:	Contractor's Administration – Appendix D, Exhibit D of VESSMA
APPENDIX H:	Request for Preference Consideration (LSBE, SE and DVBE)

2.7 SOQ SUBMISSION DUE DATE

The Vendor shall submit, as prescribed in Section 2.6 (Preparation and Format of the SOQ):

- An electronic copy in PDF format via e-mail to the VESSMA Administrator to **contracts@rrcc.lacounty.gov** with the words "**STATEMENT OF QUALIFICATIONS RESPONSE FOR RFSQ #21-004 – VSAP IMPLEMENTATION AND SUPPORT SERVICES**" in the subject line of the email and the name and address of the Vendor in the body of the email.

- This RSFQ is open-ended. Although the initial responses to the RFSQ shall be due on or before **Thursday, December 9, 2021 by 3:00 PM (PST),** SOQs received after this date may not be reviewed initially, however, they will be reviewed at a later date to determine if they meet the qualifications listed in the RFSQ and are deemed to be responsive.

It is the Vendor's responsibility to ensure the submission and all related forms are signed in accordance with this RFSQ. Electronic representations of original signatures are acceptable pursuant to Section 37.0 (Facsimile Representations) of the VESSMA.

2.8 SOQ WITHDRAWALS

A Vendor may withdraw its SOQ at any time and resubmit at any further date while the RFSQ is open.

2.9 ACCEPTANCE OF TERMS AND CONDITIONS OF MASTER AGREEMENT

Vendors understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)).

3.0 SOQ REVIEW, SELECTION, AND QUALIFICATION PROCESS

County reserves the sole right to judge the contents of the SOQ submitted pursuant to the RFSQ and to review, evaluate, and qualify the Vendors. The following rules and procedures govern the selection of Vendors to become Qualified Contractors under the VESSMA.

3.1 REVIEW, SELECTION AND QUALIFICATION PROCESS

SOQs will be subject to a detailed review by qualified County staff. The review process will include the following steps:

3.1.1 **Adherence to the Minimum Qualifications:** The County will review the Vendor's SOQ in its entirety in accordance with Section 2.6 (Preparation and Format of the SOQ) of this RFSQ to determine if the Vendor meets the Minimum Qualifications specified in Section 1.5 (VESSMA Service Categories Minimum Qualifications) and Appendix D, Exhibit A (VESSMA Service Categories) for **each** Service Category for which the Vendor intends to qualify. The review will include verification of references submitted, a review of the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts.

- Failure of the Vendor to comply with and demonstrate that it meets the Minimum Qualifications set forth in Section 1.5 (VESSMA Service Categories Minimum Qualifications) and Appendix D, Exhibit A (VESSMA Service Categories) for **each** Service Category which the Vendor intends to qualify, may result in the SOQ being disqualified without further review and consideration in the County's sole discretion. The County, in its sole discretion, reserves the right to waive any informality in an SOQ if the sum and substance of the SOQ is present.

- The County will contact every reference provided by the Vendor on **each** SOQ Form 2 (Vendor's Qualifications) for **each** separate, distinct engagement for **each** Service Category and/or Subcategory(ies) for which the Vendor intends to qualify. County will verify the Vendor's relevant background, experience, requisite years of experience, and requisite number of engagements of sufficient length, to meet the Minimum Qualifications for **each** Service Category and/or Subcategory for which the Vendor intends to qualify as set forth in Section 1.5 (VESSMA Service Categories Minimum Qualifications) and Appendix D, Exhibit A (VESSMA Service Categories).

- A review of the Vendor's pending litigation or judgments will be conducted to determine, amongst other things, the magnitude of any pending litigation or judgments against the Vendor.

- An inquiry to determine the operational and financial capability and responsibility of a Vendor may be conducted by the County. The failure of a Vendor to promptly supply information in connection with such inquiry, including but not limited to, information regarding past performance, financial capability, and ability to perform on schedule, may result in the SOQ being disqualified without further consideration, in the County's sole discretion.

- False, incomplete, or unresponsive statements in connection with a Vendor's SOQ will result in the SOQ being disqualified without further consideration at the County's sole discretion.

- Failure to adhere to SOQ format as described in Section 2.6 (Preparation and Format of the SOQ); will result in the SOQ being disqualified. If SOQ is disqualified, County will provide detailed reasons for disqualification and will allow the Vendor to resolve any discrepancy and re- submit.

3.1.2 Vendor's Proof of Insurability: The County will review the Vendor's insurance in accordance with Section 2.6.7 (Vendor's Proof of Insurability) of this RFSQ to ensure that it meets the required insurance coverage as set forth in Paragraph 46.0 (General Provisions for All Insurance) and Paragraph 47.0 (Insurance Coverage) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)).

3.1.3 Required Forms: The County will review all the forms required in accordance with Section 2.6 (Preparation and Format of the SOQ) of this RFSQ.

3.2 DISQUALIFICATION REVIEW

A SOQ may be disqualified from consideration because RR/CC has determined it contains false, misleading, fraudulent, incomplete, deceptively unresponsive statements, and/or is otherwise non-responsive at any time during the review/evaluation process. If RR/CC determines that a SOQ is disqualified, RR/CC shall notify the Vendor in writing.

Upon receipt of the written determination of disqualification, the Vendor 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 RR/CC's sole discretion, be denied if the request does not satisfy <u>all</u> of the following criteria:

1. The request for a Disqualification Review is submitted within the timeframe specified in the notice of disqualification; and

2. The request for a Disqualification Review asserts that the 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 will be completed, and the determination will be provided to the requesting Vendor, in writing, prior to the conclusion of the evaluation process.

3.3 SELECTION/QUALIFICATION PROCESS

RR/CC will generally select Vendors that have experience in providing a broad range of election and consulting services. However, in order to ensure RR/CC has a varied pool of Qualified Contractors, the RR/CC may offer VESSMA's to Vendors that offer a narrow scope of services in more highly specialized areas.

3.4 MASTER AGREEMENT AWARD

Vendors who are notified by the RR/CC that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a VESSMA if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the VESSMA, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to the RR/CC's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a VESSMA.

RR/CC will execute Board-authorized VESSMAs with each selected Vendor. All Vendors will be informed of the final selections.

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APPENDIX A: Required Statement of Qualifications (SOQ) Forms

1. FORM 1: Vendor's Organization Questionnaire/Affidavit and FORM 1A: Community Business Enterprise (CBE) Information
2. FORM 2: Vendor's Qualifications
3. FORM 3: Certification of No Conflict of Interest
4. FORM 4: Familiarity with County Lobbyist Ordinance Certification
5. FORM 3: Certification of No Conflict of Interest (Vendor need only submit one (1) Form 3 for its entire SOQ submission)
6. FORM 5: Attestation of Willingness to Consider GAIN/GROW Participants (Vendor need only submit one (1) SOQ Form 5 for its entire SOQ submission)
7. FORM 6: Employee Jury Service Program Certification Form and Application for Exception (Vendor need only submit one (1) SOQ Form 6 for its entire SOQ submission)
8. FORM 7: Certification of Compliance with the County's Defaulted Property Tax Reduction Program (Vendor need only submit one (1) SOQ Form 7 for its entire SOQ submission)
9. FORM 8: Zero Tolerance Policy on Human Trafficking Certification
10. FORM 9: Compliance with Fair Chance Employment Hiring Practices Certification
11. FORM 10: Prospective Contractor List of Contracts
12. FORM 11: Prospective Contractor List of Terminated Contracts

APPENDIX B: VESSMA Service Categories
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APPENDIX P: Information Security and Privacy Requirements

1.0 GENERAL INFORMATION

1.1 Purpose and Background

This Request for Statement of Qualifications (RFSQ) #21-004 is issued by the Los Angeles County (County) Department of Registrar-Recorder/County Clerk (Department of RR/CC) to vendors or consulting companies (Vendors or Vendor in the singular) for critical election-related VSAP Enhancements and Support Services on an as-needed basis.

The County is the largest election jurisdiction in the United States with over 5.6 million registered voters (as of September 2021). In 2020, the RR/CC successfully implemented the Voting Solutions for All People (VSAP) which includes new voting equipment, Vote Centers, and an expanded 10-day voting period prior to election day. For more information on VSAP, visit vsap.lacounty.net.

1.2 Scope of Work

Vendors interested in becoming a qualified contractor in one or more of the Service Categories set forth in Appendix B (VESSMA Service Categories) are encouraged to submit a Statement of Qualifications (SOQ) in response to this RFSQ. Each vendor (Vendor) demonstrating that it meets the requisite requirements for one or more of the Service Categories set forth in Appendix B (VESSMA Service Categories), that accepts the VSAP Enhancement and Support Services Master Agreements (VESSMA) without exceptions, and that meets the insurance requirements set forth in Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)) will be awarded a VESSMA and become a qualified contractor (Qualified Contractor).

Under the VESSMA, each Qualified Contractor will be included, depending on demonstrated qualifications, in one or more Service Categories that describe specific VSAP Enhancements and Support Services experience and requirements. As County work requirements arise during the term of the VESSMA, Qualified Contractors in the applicable Service Categories will be solicited for bids or proposals to perform work under a work order. The only compensation made to Qualified Contractors under the ESMA will be through satisfactory work performed under a duly issued and executed work order (Work Order), in accordance with applicable County procedures.

Some significant features of this RFSQ and the resulting VESSMA are as follows:

1. The terms contained in the VESSMA are non-negotiable. The VESSMA will be uniformly executed by all Qualified Contractors.

2. The VESSMA may be amended, from time to time during the term of the VESSMA, to accommodate changes in County contracting policies and procedures.

3. The VESSMA will be used to expeditiously obtain critical election support services on an as-needed basis by the RR/CC department.

4. Work pursuant to the VESSMA will be solicited via Work Order Solicitations and will be solicited for projects to be performed on a Fixed Price Per Deliverable (FP/D) or Time and Material Per Deliverable (T&M/D) basis as specified in each Work Order Solicitation.

5. No hourly rates for labor or fixed prices for services and/or deliverables are required from Vendors at this time. Hourly rates and/or fixed prices will be required when Qualified Contractors respond to Work Order Solicitations.

6. During the term of the VESSMA, newly qualified Vendors may be added at any time to the list of qualified Contractors for each Service Category.

7. During the term of the VESSMA, Service Categories may be added or deleted at any time, based on the County's needs and at the County's sole discretion.

8. Qualified Contractors wishing to expand the number of Service Categories for which they are eligible may also apply at any time to be added to the lists of Qualified Contractors for new Service Categories.

9. Work Order Solicitations will be sent electronically to Qualified Contractors in the respective Service Categories and responses to the Work Order Solicitations shall be submitted electronically, unless otherwise stated in the Work Order Solicitation.

Description of Work:

The following chart provides a general description of the VESSMA Service Categories and further detailed in Appendix B (VESSMA Service Categories).

VESSMA SERVICE CATEGORIES		
Service Category #	**VESSMA Category Name**	**Description / Overview**
Service Category 1	Vote Center Deployment Services	This service category includes coordination of the entire transportation and deployment of materials and equipment to the specified number of indoor and outdoor Vote Centers (VCs) and Election Worker training sites for a given election cycle.
Service Category 2	Election Operations Management and Planning Services	This service category includes IT support operations management, elections operations management, change management, quality assurance, independent validation and verification, training, and risk management as it relates to election support operations.
Service Category 3	Vote Center Network Support	This service category includes Vote Center suitability assessment; the preparation of the routers for an election through kitting, staging, and subsequent setup at the designated Vote Centers; and Vote Center Network Monitoring and Troubleshooting services during an election cycle.
Service Category 4	Election Cybersecurity Services	This service category includes Election Security Monitoring and Implementation, Election Security Risk Assessments, and Regulatory Compliance services
Service Category 5	VSAP Tally and VSAP Ballot Layout (VBL) Support	This service category includes necessary new features and enhancements to the VSAP Tally and the VSAP Ballot Layout (VBL) application that are responsible for ballot layouts and tabulation.
Service Category 6	Election Support Services	This service category includes election support services in election call centers, at Vote Centers, and election systems enhancements and support. These services and enhancements are required to meet applicable local, state, or federal requirements including those related to the California Elections Code and related regulations.
Service Category 7	BMD/BMG Enhancement & Maintenance	This service category includes enhancements, development, and maintenance necessary to sustain the BMG environment (Ballot Marking Device Management System) and the Ballot Marking Devices (BMDs).
Service Category 8	Infrastructure Support Services	This service category includes hosting, enhancements, development, and maintenance necessary to sustain existing infrastructure for election critical systems.
Service Category 9	Voter Education and Outreach Communication Campaign Services	This category includes services for developing, purchasing, executing, tracking, and reporting for/on voter education and outreach campaigns in a large multicultural jurisdiction.

1.3 OVERVIEW OF SOLICITATION DOCUMENT

This RFSQ is comprised of four main (4) parts. It is the Vendors responsibility to carefully review the entire set of RFSQ documents to provide a responsible SOQ response.

PART 1 - GENERAL INFORMATION: Specifies the Minimum Qualifications, provides information regarding some of the requirements of the VESSMA and the Work Order Solicitation (WOS) process.

PART 2 - INSTRUCTION TO VENDORS: Contains instructions to Vendors regarding how to prepare and submit their SOQ in response to this RFSQ.

PART 3 - STATEMENT OF QUALIFICATIONS REVIEW, SELECTION, QUALIFICATION PROCESS: Explains how the SOQ will be reviewed and how Vendors will be selected and qualified for particular Service Categories.

PART 4 – APPENDICES A to P:

APPENDIX A	REQUIRED STATEMENT OF QUALIFICATIONS (SOQ) FORMS – Includes forms that must be completed and included in the SOQ.
APPENDIX B	VESSMA SERVICE CATEGORIES – Describes the various Service Categories and respective qualifications required for this RFSQ.
APPENDIX C	SAMPLE WORK ORDER SOLICITATION (WOS) – A sample solicitation template that describes the objective of the project, the specific Service Category(ies) being solicited for, a general description of the scope of services to be performed, any additional minimum requirements or other qualifying information, the evaluation criteria that will be applied to the Work Order Solicitation responses and general instructions for filing Work Order Solicitation responses.
APPENDIX D	VSAP ENHANCEMENTS AND SUPPORT SERVICES MASTER AGREEMENT (VESSMA)) – The VESSMA used for this solicitation. As previously noted, the terms and conditions set forth in the VESSMA are not negotiable.
APPENDIX E	CONTRACTOR'S EEO CERTIFICATION
APPENDIX F	CONTRACTOR'S ADMINISTRATION
APPENDIX G	INTENTIONALLY OMITTED

APPENDIX H	REQUEST FOR PREFERENCE CONSIDERATION (LSBE, SE AND DVBE)
APPENDIX I	POLICY ON DOING BUSINESS WITH SMALL BUSINESSES
APPENDIX J	RFSQ TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW
APPENDIX K	CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE – Sets forth a County Code provision.
APPENDIX L	DEFAULTED PROPERTY TAX REDUCTION PROGRAM – Sets forth a County Code provision.
APPENDIX M	LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY – Identifies Vendors who are not allowed to contract with the County for a specific length of time.
APPENDIX N	INTENTIONALLY OMITTED
APPENDIX O	IRS NOTICE 1015 – Provides information on Federal Earned Income Credit.
APPENDIX P	INFORMATION SECURITY AND PRIVACY REQUIREMENTS

1.4 TERMS AND DEFINITIONS

Throughout this RFSQ, references are made to certain persons, groups, or departments/agencies. Where not defined herein, such terms shall be as defined in Paragraph 2.0 (Definitions) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)) and Appendix B, Attachment 1 (VESSMA Service Categories).

- **"MASTER AGREEMENT" (MA):** County's standard agreement executed between County and individual Qualified Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders. The VSAP Enhancements and Support Services Master Agreement is also known as VESSMA.

- **"MINIMUM QUALIFICATIONS":** Appendix D, Exhibit A (VESSMA Service Categories) defines the type of service, specific Minimum Qualifications, the requisite number of engagements, and the years of experience required for all Service Categories. These Minimum Qualifications are solely for the purpose of qualifying for, and being accepted as, a qualified Contractor under the terms of this RFSQ.

- **"QUALIFIED CONTRACTOR":** A qualified Vendor or consulting company who has 1) submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ), 2) has met the minimum qualifications listed in the RFSQ for one or more Service Categories, and; 3) has an executed Master Agreement with the County RR/CC.

- **"REQUEST FOR STATEMENT OF QUALIFICATIONS" (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.

- **"SERVICE CATEGORY/SERVICE CATEGORIES":** The areas of technical specialization and the associated skills and experience which comprise the Services that the County will be soliciting from Qualified Contractors during the term of the Master Agreement. A Subcategory means a subset of technical specialization and the associated skills and experience associated with the applicable Category). Any use of Service Categories herein shall be interpreted to also include Subcategories.

- **"STATEMENT OF QUALIFICATIONS" (SOQ):** A Vendor or consulting companies' response to an RFSQ.

- **"STATEMENT OF WORK" (SOW):** A written description of tasks and/or deliverables desired by County for a specific Work Order.

- **"REGISTRAR-RECORDER /COUNTY CLERK" (RR/CC):** Refers to the Los Angeles County department that administers the Contract and is responsible for providing essential records, management of County elections registrar functions. For more information, visit https://www.lavote.net/

- **"VOTE CENTER":** A location where a voter casts a ballot.

- **"VOTING SOLUTIONS FOR ALL PEOPLE" (VSAP) –** Started in 2009, the VSAP is a branded solution implementation for the modernization of the County's voting infrastructure.

- **"WORK ORDER" (WO):** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and deliverables as described in a Statement of Work. Each Work Order shall result from bids from VESSMA Qualified Contractors via a Work Order Solicitation (WOS). Unless otherwise specified, County shall select the lowest cost, qualified bid.

- **"VSAP ENHANCEMENTS AND SERVICES MASTER AGREEMENT" (VESSMA):** Also referred to as VESSMA, this is a master agreement utilizing a work order structure to engage Qualified Contractors to provide critical election support services in the areas of operations management, network support, load testing, cybersecurity, tally and VSAP Ballot Layout (VBL) enhancements in one or more of the Service Categories.

1.5 VESSMA SERVICE CATEGORIES MINIMUM QUALIFICATIONS

Interested and qualified Vendors that meet the Minimum Qualifications for specific service categories set forth in Appendix D, Exhibit A (VESSMA Service Categories) and as further outlined below are invited to submit a SOQ.

1.5.1 Appendix D, Exhibit A (VESSMA Service Categories) defines the type of service, specific Minimum Qualifications, the requisite number of engagements, and the years of experience required for each Service Category. These Minimum Qualifications are solely for the purpose of qualifying for and being accepted as a Qualified Contractor under the terms of this RFSQ. For each Work Order Solicitation (WOS) subsequently posted under the ESMA, County may provide additional Minimum Qualifications and other specific requirements as applicable to the services required under the Statement of Work for which a Work Order is being solicited.

1.5.2 If Vendor's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Vendor must not have unresolved costs identified by the Auditor-Controller in an amount over $100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

1.6 ACCEPTANCE OF TERMS AND CONDITIONS OF VESSMA

Vendors understand and agree that the submission of a SOQ constitutes Vendor's acknowledgement and acceptance of all terms and conditions (as it may be updated from time to time) of the VESSMA, if qualified and awarded a resultant VESSMA.

1.7 VESSMA PROCESS

Project specifications, tasks, deliverables, etc. will be determined at the time RR/CC issues a Work Order Solicitation (WOS) similar to Appendix C (Sample Work Order Solicitation) and in accordance with Paragraph 3.0 (Work) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)).

1.7.1 A VESSMA will be executed with all Vendors determined to be qualified for particular Service Category(ies).

1.7.2 Upon RR/CC's execution of the VESSMAs, the qualified Vendors will become Qualified Contractors, and thereafter be solicited under competitive conditions in the form of a Work Order Solicitation similar to Appendix C (Sample Work Order Solicitation) for either Fixed Price Per Deliverable or Time and Material Per Deliverable basis bids to provide as needed VSAP Enhancements and Support Services in accordance with Paragraph 3.0 (Work) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)).

1.7.3 Work Orders resulting from successfully solicited Work Order Solicitations will include a Statement of Work which will describe in detail the particular project and the work required for the performance thereof.

1.7.4 Payment for all work shall be either on a Fixed Price Per Deliverable (FP/D) basis or Time and Material Per Deliverable (T&M/D) basis, subject to the Total Maximum Amount specified on each individual Work Order.

1.7.5 The execution of a VESSMA does not guarantee a qualified Contractor any minimum amount of work or business.

1.7.6 The VESSMA includes various Service Categories as described in Appendix B (VESSMA Service Categories). Only those Contractors qualified in the specific Service Category being solicited will be contacted to submit bids during a Work Order Solicitation (WOS) process.

1.8 VESSMA TERM

In accordance with Paragraph 10.0 (Term of Master Agreement) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)), the term of the VESSMA shall go into effect upon the date of execution by the Department Head, Registrar-Recorder/County Clerk (RR/CC), or his designee, as authorized by the Board of Supervisors (Board), and shall expire on February 14, 2027 ("VESSMA Expiration Date"), unless sooner terminated, in whole or in part, as provided in the VESSMA.

1.8.1 The term of the VESSMA shall be subject to two (2) additional one-year option periods for a potential total term expiring two (2) years from VESSMA Expiration Date.

1.8.2 Option periods will be exercised at the sole discretion of the Department Head, RR/CC, as authorized by the Board.

The County will continuously accept SOQs throughout the duration of the VESSMA to qualify Vendors for all Service Categories. In these instances, the VESSMA shall go into effect upon the date of execution by the Department Head, RR/CC, or his designee, as authorized by the Board, and shall expire on the VESSMA Expiration Date, unless sooner extended or terminated, in whole or in part, as provided in the VESSMA, in accordance with Paragraph 10.0 (Term of Master Agreement) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)).

1.9 WORK ORDER SOLICITATION (WOS) AND AWARD PROCESS

The comprehensive Work Order solicitation, evaluation and award processes are set forth in Paragraph 4.0 (Work Order Solicitation Process) and Paragraph 5.0 (Work Order Evaluation and Award Process) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)). This Section 1.9 briefly outlines the process.

All interested Vendors are required to read Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)) in its entirety, paying particular attention to Paragraph 4.0 (Work Order Solicitation Process) and Paragraph 5.0 (Work Order Evaluation and Award Process) to thoroughly understand the process.

1.9.1 **Work Order Solicitations (WOS):** The specific criteria and qualifications required to qualify a Vendor for the VESSMA are described in Appendix B (VESSMA Service Categories) and Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)). Work Order Solicitations, similar in form to Appendix C (Sample Work Order Solicitation), will contain the specific service descriptions and qualifications that are required to award a Work Order to a pre-qualified Contractor.

Bids and proposals in response to Work Order Solicitations shall generally include the following:

- Submission of Work Order Proposal by the Bid Submission Deadline set forth in the Work Order Solicitation (WOS);
- Fixed Price Per Deliverable (FP/D) or Hourly Rate and Estimated Hours per Deliverable(for Time and Material Per Deliverable (T&M/D)) for work requested.
- Proof of each Contractor Personnel or Consultant (as defined in Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)) being proposed by the qualified Contractor meeting the Minimum Qualifications of this RFSQ.
- Proof of meeting any other requirements or qualifying information specified in the Work Order Solicitation.

The Work Order Proposal will be evaluated by the County based on the requirements in theWork Order Solicitation and in accordance with the evaluation methodology set the Work Order Solicitation and Paragraph 4.0 (Work Order Solicitation Process) and Paragraph 5.0 (Work Order Evaluation and Award Process) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)). The evaluation may include proposed Contractor verification of reference(s) and/or a background security investigation of proposed Contractor Personnel in accordance with Paragraph 14.6 (Background and Security Investigations) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)). Proposed Contractor, if determined qualified by the County, may be interviewed and/or requested to provide a demonstration as a component part of the evaluation process.

Successfully submitted Work Order Proposals meeting all of the Minimum Qualifications, if any, and evaluated in accordance with the Work Order Solicitation will be awarded a Work Order in accordance with Paragraph 5.0 (Work Order Evaluation and Award Process) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)).

1.9.2 Project Management: In each resultant Work Order executed, the County will identify a County Work Order Project Manager responsible for the success of the Work Order engagement. Qualified Contractors will have identified, in Exhibit D (Contractor's Administration) to Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)) the Project Manager who will generally be responsible for the satisfactory performance of all of the qualified Contractor's executed Work Orders. The County's Work Order Project Manager shall, at his/her discretion, inspect any and all of the qualified Contractor's work in progress at any time to verify progress, quality, and conformance with design specifications.

1.10 COUNTY RIGHTS AND RESPONSIBILITIES

The County has the right to cancel or amend the RFSQ by written addendum at any time. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Each addendum shall be made available to each organization which County records indicate have received this RFSQ. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered and returned to the Vendor for completion, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

Addendums will be posted on https://camisvr.co.la.ca.us/lacobids/. It is the responsibility of the proposer to check the website, periodically, for changes/additions.

1.11 CONTACT WITH COUNTY PERSONNEL

All communications and/or questions related to this RFSQ must be submitted in writing to VESSMA Administrator via e-mail to:

Veronica Williams VESSMA Administrator E-mail: **contracts@rrcc.lacounty.gov**

If it is discovered that a Vendor contacted and received information from any County personnel, other than the e-mail specified above, regarding this solicitation, County, in its sole determination, may disqualify their SOQ from further consideration.

1.12 MANDATORY REQUIREMENTS TO REGISTER ON COUNTY'S VENDOR SELF SERVICE

Prior to executing a VESSMA, all potential Contractors must register in the County's Vendor Self Service Portal. Registration can be accomplished online via the Internet at: http://camisvr.co.la.ca.us/webven/.

1.13 COUNTY OPTION TO REJECT STATEMENTS OF QUALIFICATIONS

The County may, in its sole discretion, reject any or all SOQs submitted in response to this RFSQ. The County shall not be liable for any cost incurred by a Vendor in connection with preparation and submittal of any SOQ. The County reserves the right to waive, in its sole discretion, inconsequential disparities in a submitted SOQ.

1.14 PROTEST PROCESS

1.14.1 Under Board Policy No. 5.055, Services Contract Solicitation Protest (https://library.municode.com/ca/lacountybos/codes/boardpolicy?nodeId=CH5COPU_5.055SECOSOPR), any prospective Vendor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 1.14.3 below. Additionally, any Vendor may request a review of a disqualification under such a solicitation, as described in the Sections below.

1.14.2 Throughout the review process the County has no obligation to delay or otherwise postpone an award of contract based on a Vendor protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County to do so.

1.14.3 Grounds for Review – Unless State or Federal statutes or regulations otherwise provide, the grounds for review of any RR/CC determination or action should be limited to the following:

- Section 2.4 – Solicitation Requirements Review in this RFSQ; and
- Section 3.2 – Disqualification Review of this RFSQ

1.15 NOTICE TO VENDOR'S REGARDING PUBLIC RECORDS ACT

1.15.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when RR/CC recommends the qualified Vendor(s) to the Board and such recommendation appears on the Board agenda, all SOQs submitted in response to this RFSQ become a matter of public record with the exception of those parts of each SOQ which are justifiably defined and identified by the Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

1.15.2 The County shall not in any way be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception. The Vendor must specifically label only those provisions of their respective SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

1.16 INDEMNIFICATION AND INSURANCE

Vendor shall comply with the Indemnification provisions contained in Paragraph 43.0 (Intellectual Property Indemnification) and Paragraph 44.0 (Contractor Acts and/or Omissions Indemnification) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)) and any other indemnification obligations set forth therein. Vendor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraph 46.0 (General Provisions for all Insurance Coverage) and Paragraph 47.0 (Insurance Coverage) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)).

1.17 INTENTIONALLY OMITTED

1.18 INJURY AND ILLNESS PREVENTION PROGRAM (IIPP)

Vendor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations 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.

1.19 BACKGROUND AND SECURITY

At the discretion and request of County, Contractor Personnel performing work under any Work Order may be required to undergo and pass to the satisfaction of the County, a background and security investigation in accordance with Paragraph 14.6 (Background and Security Investigations) of Appendix D (VSAP Enhancements and Support Services Master Agreement (VESSMA)), as a condition of beginning and continuing work under a Work Order. The County may request that such investigation(s) be conducted periodically during the term of any Work Order.

1.20 CONFIDENTIALITY AND INDEPENDENT CONTRACTOR STATUS

Prospective Vendors shall comply with the confidentiality provision Paragraph 14.7 (Confidentiality and Security), and the independent contractor status provision, Paragraph 42.0 (Independent Contractor Status) of Appendix D (VSAP Enhancements and Support Services Master Agreement (VESSMA)).

1.21 CONFLICT OF INTEREST

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in SOQ Form 3 (Certification of No Conflict of Interest) of Appendix A (Required Statement of Qualifications (SOQ) Forms).

1.22 DETERMINATION OF VENDOR RESPONSIBILITY

1.22.1 A responsible Vendor is a Vendor 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 Vendors.

1.22.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities.

1.22.3 Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.

1.22.4 The County may declare a Vendor to be non-responsible for purposes of the VESSMA if the Board, in its discretion, finds that the Vendor 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 Vendor'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 omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the Countyor any other public entity.

1.22.5 If there is evidence that the Vendor may not be responsible, the applicable Department shall notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board that the Vendor be found not responsible. The Department shall provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

1.22.6 If the Vendor presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Vendor shall reside with the Board of Supervisors.

1.22.7 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

1.23 VENDOR DEBARMENT

1.23.1 The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other 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 the County may terminate any or all of the Vendor's existing contracts with County, if the Board finds, in its discretion, that the Vendor 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 Vendor'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.

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

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

1.23.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

1.23.5 If a Vendor has been debarred for a period longer than five (5) years, that Vendor 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 Vendor 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 requests for review of a debarment determination only where (1) the Vendor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

1.23.7 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

1.23.8 Appendix M (Listing of Contractors Debarred in Los Angeles County) provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.24 VENDOR'S ADHERENCE TO COUNTY CHILD SUPPORT COMPLIANCE PROGRAM

Qualified Contractors shall (1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a VESSMA or initiation of debarment proceedings against the non-compliant qualified Contractor (County Code Chapter 2.202).

1.25 GRATUITIES

Attempt to Secure Favorable Treatment – It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Vendor with the implication, suggestion or statement that the Vendor's provision of the consideration may secure more favorable treatment for the Vendor in the award of a VESSMA or that the Vendor's failure to provide such consideration may negatively affect the County's consideration of the Vendor's submission. A Vendor shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a VESSMA.

1.25.1 Vendor Notification to County – A Vendor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

1.25.2 Form of Improper Consideration – Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

1.26 NOTICE TO VENDORS REGARDING COUNTY LOBBYIST ORDINANCE

The Board has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation, or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in SOQ Form 4 (Familiarity with the County Lobbyist Ordinance Certification) of Appendix A (Required Statement of Qualifications (SOQ) Forms), as part of their SOQ.

1.27 FEDERAL EARNED INCOME CREDIT

Qualified Contractors shall notify its employees and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in the Internal Revenue Service Notice No. 1015. Refer to Appendix O (IRS Notice 1015).

1.28 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

As a threshold requirement for consideration of a VESSMA, Vendors shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to awillingness to consider GAIN/GROW participants for any future employment openings if they meet the Minimum Qualifications for that opening.

Additionally, Vendors shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Vendors who are unable to meet this requirement shall not be considered for a VESSMA.

Vendors shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in SOQ Form 5 (Attestation of Willingness to Consider GAIN/GROW Participants) of Appendix A (Required Statement of Qualifications (SOQ) Forms), as part of their SOQ.

1.29 COUNTY'S QUALITY ASSURANCE PLAN

After award of a VESSMA and subsequent Work Order(s), the County or its agent will monitor the qualified Contractor's performance on its VESSMA and Work Order(s) on an annual or as-needed basis. Such monitoring will include assessing qualified Contractor's compliance with all terms and conditions inthe Master Agreement and performance standards identified in the Work Order. Qualified Contractor's deficiencies which the County determines are significant or continuing and that may jeopardize performance of this VESSMA and subsequent Work Order(s) will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and qualified Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the VESSMA and/or Work Order(s) in whole or in part, or impose other penalties as specified in the VESSMA.

1.30 RECYCLED BOND PAPER

Vendor shall be required to comply with the County's policy on recycled bond paper as specified Paragraph 58.0 (Recycled Bond Paper) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)).

1.31 Intentionally Omitted

1.32 COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESS

1.32.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

1.32.2 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Section 1.34 (Local Small Business Enterprise Preference Program) of this RFSQ.

The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in Section 1.33 (Jury Service Program) of this RFSQ.

1.32.3 The County also has a Policy on Doing Business with Small Business that is set forth in Appendix I (Policy on Doing Business with Small Businesses).

1.33 JURY SERVICE PROGRAM

The prospective VESSMA is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix K (Contractor Employee Jury Service Ordinance), and the pertinent jury service provisions set forth in Paragraph 62.0 (Compliance with County's Jury Service Program) of the Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)), both of which are incorporated by reference into and made a part of this RFSQ.

The Jury Service Program applies to both qualified Contractors and their Subcontractors. **SOQs that fail to comply with the requirements of the Jury Service Program will be considered non- responsive and excluded from further consideration.**

1.33.1 The Jury Service Program requires qualified Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five (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 the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "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) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short- term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

1.33.2 There are two (2) ways in which a qualified Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation of other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts.

The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten (10) or fewer employees; 2) annual gross revenues in the preceding twelve (12) months which, if added to the annual amount of this contract is less than $500,000, and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly supersededby the collective bargaining agreement.

1.33.3 If a qualified Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Certification Form and Application for Exception, as set forth in SOQ Form 6 (Employee Jury Service Program Certification Form and Application for Exception) of Appendix A (Required Statement of Qualifications (SOQ) Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.34 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

1.34.1 In reviewing Work Order Bids, the County will give LSBE preference to businesses that meetthe definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affair's (DCBA) inclusion policy that: (a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the DCBA as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation. (b) To apply for certification as an LSBE, businesses should contact the DCBA at http://dcba.lacounty.gov.

1.34.2 Certified LSBEs must request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration, Appendix H (Request for Preference Consideration (LSBE, SE and DVBE)) with the applicable Work Order Bid and submit a letter of certification from the DCBA with their bid. Sanctions and financial penalties may apply to a business that knowingly, andwith intent to defraud, seeks to obtain or maintain certification as a certified LSBE.

1.34.3 It is the intent of the County that Certified LSBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as (fifteen) 15 calendar days after receipt of an undisputed invoice.

1.34.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at https://caleprocure.ca.gov/pages/sbdvbe-index.aspx.

1.35 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

1.35.1 In reviewing Work Order Bids, the County will give preference during the solicitation processto businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as: 1) A business that qualifies as a SE and has been inoperation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and 2) A business certified by the DCBA as a SE.

1.35.2 The DCBA shall certify that a SE meets the criteria set forth in Section 1.35.1.

1.35.3 Certified SEs may only request the preference in each of their Work Order Bid responses andmay not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit Appendix H (Request for Preference Consideration (LSBE, SE and DVBE)) with each Work Order Bid response and submit a letter of certification from the DCBA as well. Further information on SEs is also available on the DCBA's website at: http://dcba.lacounty.gov.

1.36 NOTIFICATION TO COUNTY OF PENDING ACQUISITIONS/MERGERS BY PROPOSINGCOMPANY

To the extent legally permitted, Vendors shall provide written notification to the County of any pending acquisitions/mergers of their company unless otherwise legally prohibited from doing so. If the Vendor 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.

This information shall be provided by the Vendor on SOQ Form 1 (Vendor's Organization Questionnaire/Affidavit) and SOQ Form 1A (CBE Information) of Appendix A (Required Statement of Qualifications (SOQ) Forms). Failure of the Vendor to provide this information SOQ may eliminate its SOQ(s) from any further consideration.

1.37 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"

Contractors, whose performance of the activities under a Work Order involves access to Protected Health Information as defined in 45 C.F.R. § 160.103, shall be required to comply with the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 as contained in Exhibit H (VESSMA Business Associate Agreement) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)).

1.38 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The prospective VESSMA is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance set forth in Appendix L (Defaulted Property Tax Reduction Program), and Paragraph 27.0 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and Paragraph 60.8 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both qualified Contractors and their Subcontractors.

Vendors shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing SOQ Form 7 (Certification of Compliance with the County's Defaulted Property Tax Reduction Program) in Appendix A (Required Statement of Qualifications (SOQ) Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

SOQs that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.39 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM (DVBE)

1.39.1 The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE Vendor is defined as: 1) A business which is certified by the State of California as a DVBE or, 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSBL by the Department of Veterans Administration, and 3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

1.39.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies in Section 1.39.1, 1 or 2 above.

1.39.3 Certified DVBEs must request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit Appendix H (Request for Preference Consideration (LSBE, SE and DVBE)) with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.

1.39.4 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at: https://caleprocure.ca.gov/pages/sbdvbe-index.aspx.

1.39.5 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: https://www.va.gov/osdbu/.

1.40 TIME OFF FOR VOTING

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

1.41 VENDOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero-tolerance policy on human trafficking. The policy prohibits Vendors engaged in human trafficking from receiving contract awards or performing services under a County contract.

Qualified Contractors are required to complete SOQ Form 8 (Zero Tolerance Policy on Human Trafficking Certification) in Appendix A (Required Statement of Qualifications (SOQ) Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Section 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)). Further, contractors are required to comply with the requirements under said provision for the term of any VESSMA awarded pursuant to this solicitation.

1.42 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

1.42.1 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 shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

1.42.2 Upon contract award or at the request of the A-C and/or the contracting department, the Contractor shall submit a direct deposit authorization request 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.

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

1.42.4 Upon contract award or at any time during the duration of the agreement/ contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

1.43 VENDOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO FAIR CHANCE EMPLOYMENT HIRING PRACTICES

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (Section 12952).

Qualified Contractors are required to complete SOQ Form 9 (Compliance with Fair Chance Employment Hiring Practices Certification) in Appendix A (Required Statement of Qualifications (SOQ) Forms), certifying that they are in full compliance with Section 12952, as indicated in the Master Agreement. Further, contractors are required to comply with the requirements under Section 12952 for the term of any VESSMA awarded pursuant to this solicitation.

1.44 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 shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

2.0 INSTRUCTIONS TO VENDORS

This Section contains instructions to Vendors regarding how to prepare and submit the Statement of Qualifications (SOQ).

2.1 COUNTY RESPONSIBILITY

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

2.2 TRUTH AND ACCURACY REPRESENTATIONS

False, misleading, fraudulent, incomplete, or deceptively unresponsive statements in connection with an SOQ shall be sufficient cause for disqualification of the SOQ. The evaluation and determination in this area shall be at the RR/CC's sole judgment and his/her judgment shall be final. A Contractor who is disqualified pursuant to this Section 2.2 may be debarred from workingwith the County.

If the County is unable to verify the Contractor's prior experience, the submitted SOQ will be rejected without further review or consideration. County will provide detailed reasons for the rejection and will allow the Contractor to re-submit the SOQ with verifiable references.

Failure to adhere to SOQ format as described in Section 2.6 (Preparation and Format of the SOQ) will result in the SOQ being rejected. If the SOQ is rejected, County will provide detailed reasons for the rejection and will allow the Contractor an opportunity to resolve any discrepancy and re-submit the SOQ.

2.3 RFSQ Timetable

RFSQ's Timetable:		
NO	MILESTONE	DATE
1	Release of the RFSQ	Monday, November 8, 2021
2	Registration Deadline for Vendor Conference	Monday, November 15, 2021
3	Vendor Conference Web (Attendance Optional)	Tuesday, November 16 at 10:00AM (PST)
4	Written Questions Due	Thursday, November 18, 2021
5	Questions and Answers Released	Wednesday, November 23, 2021
6	SOQ Responses Due*	Thursday, December 9, 2021 Due by 3:00 PM (PST)
7	Notice of Contractor Selection	Monday, December 20, 2021
8	Master Agreement Execution (Anticipated), upon approval by the Board of Supervisors	March 1, 2022
9	Work Order Solicitations (WOS) issued to Qualified Contractors	As - needed, based on RR/CC needs
10	For Vendors needing more time beyond the timetable above to submit an SOQ, this RFSQ is open-ended. SOQs received after the due date will be reviewed ongoing.	Open - Continuous

2.4 SOLICITATION REQUIREMENTS REVIEW

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix J (RFSQ Transmittal to Request a Solicitation Requirements Review) to the County as described in this Section. A request for a Solicitation Requirements Review may be denied, in RR/CC's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review.

4. The request for a Solicitation Requirements Review asserts either that:

   a. Application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
   b. Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

The Solicitation Requirements Review shall be completed, and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the SOQ due date.

2.5 VENDORS WEB CONFERENCE (OPTIONAL)

An optional Vendors Conference will be held to discuss the RFSQ. County staff will respond to questions from potential Vendors. The conference is scheduled as follows:

Optional Vendors' Web Conference will be held as follows:

Date: Tuesday, November 16, 2021

Time: 10:00AM (PST)

Location: Web Conference detail provided upon registration

RSVP: All Respondents intending to participate in the Vendors Conference must register by Tuesday, November 16, 2021 by e-mail to contracts@rrcc.lacounty.gov

The e-mail must use the subject line "VESSMA RFSQ 21-004 Vendors Conference Registration – [Company Name]". The body of the email should contain the following information for each attendee:

- First and Last Name
- Title
- Company
- Website
- Phone Number
- E-mail
- Mailing Address

Note: Date and time of the Vendor's Conference are subject to change. Registered Vendors will be notified by e-mail of any changes.

2.6 PREPARATION AND FORMAT OF SOQ

2.6.1 All SOQs must be bound and submitted in the prescribed format. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion. If the SOQ is rejected, County will provide detailed reasons for rejection and will allow the Vendor to resolve any discrepancy and re-submit at any time.

The content and sequence of the SOQ must be as follows:

1	➢ **Transmittal Letter**– See Paragraph 2.6.2
2	➢ **Table of Contents** – See Paragraph 2.6.3
3	➢ **Vendor's Organization** — See Paragraph 2.6.4 1. SOQ Form 1 - Vendor's Organization Questionnaire/ Affidavit 2. SOQ Form 1A - CBE Information 3. Vendor's Proof of Insurability — See Paragraph 2.6.7 4. Vendor's Organization Support Documents — See Paragraph 2.6.4
4	➢ **Vendor's Qualifications** — See Paragraphs 2.6.5 1. SOQ Form 2 — Vendor's Qualifications 2. SOQ Form 10 — Prospective Contractor List of Contracts 3. SOQ Form 11 — Prospective Contractor List of Terminated Contracts
5	➢ **Additional Required Forms** – See Paragraph 2.6.8 1. SOQ Form 3 — Certification of No Conflict of Interest 2. SOQ Form 4 — Familiarity with County Lobbyist Ordinance Certification 3. SOQ Form 5 — Attestation of Willingness to Consider GAIN/GROW Participants 4. SOQ Form 6 — Employee Jury Service Program Certification Form and Application for Exception 5. SOQ Form 7 — Certification of Compliance with the County's Defaulted Property Tax Reduction Program 6. SOQ Form 8 — Zero Tolerance Policy on Human Trafficking Certification 7. SOQ Form 9 — Compliance with Fair Chance Employment Hiring Practices Certification

2.6.2

Transmittal Letter:

The cover letter must be a maximum of one (1) page, on Vendor's letterhead. It must be dated and must include the Vendor's name, address, telephone, and email address of the person(s) to be used for contact and who will be authorized to represent the Vendor. The letter shall indicate that the Vendor has reviewed the RFSQ and the VESSMA, including any addenda issued by the County, and that it understands and agrees that by responding to the RFSQ, should it be found to be a Qualified Contractor, it is agreeing in advance thereof to all terms and conditions of the VESSMA. The transmittal letter must bear the original signature of the person authorized to sign on behalf of the Vendor and who can legally bind the Vendor in a VESSMA.

2.6.3

Table of Contents:

The Table of Contents must be a comprehensive listing of all the material included in the SOQ. It must contain each section number for reference, the precise title of each section of the material, and provide accurate, sequential page numbersfor all sections.

2.6.4

Vendor's Organization:

The Vendor shall complete, sign and date SOQ FORM 1 and FORM 1A (Vendor's Organization Questionnaire/Affidavit and CBE Information) of Appendix A (Required Statement of Qualifications (SOQ) Forms – Form 1). **SOQ Form 1 must bear the original signature of the person authorized to sign on behalf of the Vendor and who can legally bind the Vendor in a VESSMA.**

Based on Vendor's organizational structure, Vendor shall determine which of the below referenced supporting documents the County requires. If the Vendor's organization does not fit into one of these categories, upon receipt of the SOQ or at some later time, the County may, in its discretion, request additional documentation regarding the Vendor's business organization and authority of individuals to sign Contracts.

If the below referenced documents are not available at the time of SOQ submission, Vendors must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request with the SOQ.

Required Support Documents:

- Corporations or Limited Liability Company (LLC) – The Vendor must submit the following documentation with the SOQ:

  1. A copy of a "Certificate of Good Standing" with the state of incorporation/ organization.

  2. A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

- Limited Partnership – The Vendor must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

2.6.5

Vendor's Qualifications:

Vendor shall use SOQ FORM 2 (Vendor's Qualifications) of Appendix A (Required Statement of Qualifications (SOQ) Forms) to demonstrate that it meets the Minimum Qualifications for specific Service Category(ies) and/or Subcategory(ies) as set forth in Appendix D, Exhibit A (VESSMA Service Categories) for which it is seeking to qualify. Vendors are instructed to use the forms as provided in this RFSQ and refrain from modifying or reproducing the required forms on their letterhead.

Vendor must submit a separate SOQ Form 2 (Vendor's Qualifications) for each Service Category/Subcategory for which it wishes to be considered qualified. The County will NOT determine which Service Categories are appropriate for the Vendor.

A. VESSMA Service Category Minimum Qualifications Verification:

The Vendor shall complete this section of SOQ Form 2 (Vendor's Qualifications) to describe the engagements required for each Service Category specified in Appendix D, Exhibit A (VESSMA Service Categories) for which the Vendor intends to qualify.

The Vendor shall utilize this section of SOQ Form 2 (Vendor's Qualifications) to demonstrate that it has the relevant background, experience, requisite years of experience, and requisite number of engagements of sufficient length, to meet the Minimum Qualifications for each Service Category and/or Subcategory(ies) the Vendor intends to qualify for as set forth in Section 1.5 (VESSMA Service Categories Minimum Qualifications) and Appendix D, Exhibit A (VESSMA Service Categories).

A single engagement may be used to qualify the Vendor for more than one Service Category, but it is the Vendor's responsibility to ensure that the engagement and the Vendor's experience and technological accomplishments are described with sufficient specificity to demonstrate that the Vendor meets the Minimum Qualifications set forth in Section 1.5 (VESSMA Service Categories Minimum Qualifications) and Appendix D, Exhibit A (VESSMA Service Categories).

All the engagements listed by the Vendor must have been performed for organizations other than the Vendor's own organization. However, Vendors may list engagements in which the Vendor performed the requisite work as a subcontractor to a prime contractor but must identify such engagements. Additional engagement requirements may be specified in Appendix B (VESSMA Service Categories).

Each distinct engagement included in this section of SOQ Form 2 (Vendor's Qualifications) shall include a comprehensive narrative for each engagement, in the appropriate location within the Form, and a detailed and comprehensive description of the Vendor's experience (e.g. nature of the technical work performed, Vendor responsibilities, how the work was accomplished, etc.) during the engagement that demonstrates how the Vendor meets all of the Minimum Qualifications described in Paragraph 1.5 (VESSMA Service Categories Minimum Qualifications) and Appendix D, Exhibit A (VESSMA Service Categories) for the Service Categories for which the Vendor intends to qualify.

The County, in its sole discretion, will determine whether the information provided in this section of SOQ Form 2 (Vendor's Qualifications) demonstrates sufficient qualifying engagements and a sufficient length of work experience to qualify the Vendor for a specific Service Category and/or Subcategory.

Failure to provide a detailed and comprehensive engagement description this section of SOQ Form 2 (Vendor's Qualifications) may result in the SOQ being disqualified without further consideration in the County's sole discretion. If an SOQ is disqualified, and Vendor remains interested in being a VESSMA Qualified Contractor, Vendor shall resubmit the SOQ package in its entirety.

B. Vendor's References*:*

The Vendor shall use this section of SOQ Form 2 (Vendor's Qualifications), to provide the following information regarding Vendor's References.

The Vendor shall provide information for the references required for each VESSMA Service Category and/or Subcategory on SOQ Form 2 (Vendor's Qualifications) to substantiate each of the separate, distinct engagements for each of the Service Category and/or Subcategory for which the Vendor intends to qualify.

The Vendor may use additional forms if necessary, but the form shall in no way be altered from its original format.

It is the Vendor's sole responsibility to ensure that the reference company name, point of contact's name, title, email address, phone number for each reference is accurate. It is also the Vendor's sole responsibility to inform the references that the County will be contacting them during the County's normal working hours.

The County will exercise reasonable diligence in contacting references. However, the County assumes no responsibility if the contact information the Vendor provides is not accurate.

The County, in its sole discretion, may disqualify a Vendor from further consideration if:

1. References fail to substantiate the Vendor's engagements and/or the description of services provided in the engagements for each Service Category the Vendor intended to qualify for; or

2. References fail to support that Vendor has a continuing pattern of providing capable, productive and skilled personnel; or

3. County is unable to successfully reach the point of contact with reasonable effort; or

4. Vendor lists a reference for an engagement that is located in a foreign country and in that foreign country the application of skills in the business environment differs from that in the United States to such a degree that the relevance of the experience is questionable.

C. VESSMA Service Category Minimum Qualifications Affirmation*:*

The Vendor shall complete the applicable section of SOQ Form 2 (Vendor's Qualifications) to certify that the information provided in the VESSMA Service Category Minimum Qualification Verification section of SOQ Form 2 (Vendor's Qualifications) is true and correct to the best of his or her information and belief.

This section of SOQ Form 2 (Vendor's Qualifications) must bear the signature of the person authorized to sign on behalf of the Vendor and to bind the applicant in a VESSMA.

Failure to sign and/or submit this section of SOQ Form 2 (Vendor's Qualifications) may result in the entire SOQ being disqualified without further consideration in the County's sole discretion. If SOQ is disqualified because of failure to complete this section of SOQ Form 2 (Vendor's Qualifications), County will provide detailed reasons for disqualification and will allow Vendor to correct this section of SOQ Form 2 (Vendor's Qualifications) and re-submit.

D. Vendor must also complete and SOQ Forms 10 and 11 as set forth in Appendix A.

a. Prospective Contractor List of Contracts, SOQ Form 10

The listing must include all Public Entities contracts for the last three (3) years. A photocopy of this form should be used if necessary.

b. Prospective Contractor List of Terminated Contracts, SOQ Form 11
The listing must include contracts terminated within the past three (3) years with a reason for termination.

2.6.6

Vendor's Pending Litigation and Judgments:

The Vendor shall identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the past five (5) years. The Vendor shall provide a statement on SOQ Form 1 and FORM 1A (Vendor's Organization Questionnaire/Affidavit and CBE Information) page 2 describing the size and scope of any pending or threatened litigation against the Vendor or principalsof the Vendor.

2.6.7

Vendor's Proof of Insurability:

The Vendor shall provide proof of insurance that meet all the insurance requirements set forth in Paragraph 46.0 (General Provisions for All Insurance Coverage) and Paragraph 47.0 (Insurance Coverage) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)).

In the event that the Vendor does not have the required insurance coverage set forth in Paragraph 46.0 (General Provisions for All Insurance Coverage) and Paragraph 47.0 (Insurance Coverage) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)) at the time of SOQ submission, the Vendor may submit with its SOQ, a letter from a qualified insurance carrier indicating its willingness to provide the Vendor with the required insurance coverage set forth in Paragraph 46.0 (General Provisions for All Insurance Coverage) and Paragraph 47.0 (Insurance Coverage) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)) should the Vendor be selected and awarded the VESSMA.

If the Vendor is qualified to be awarded a VESSMA, the VESSMA will not be executed by the County until such time as the Vendor has submitted, and the County has accepted, its insurance coverage that meet all the insurance requirements set forth in Paragraph 46.0 (General Provisions for All Insurance) and Paragraph 47.0 (Insurance Coverage) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)).

2.6.8

Additional Required Forms:

The following list of additional forms are provided in Appendix A (Required Statement of Qualifications (SOQ) Forms) and shall be submitted as part of the SOQ.

SOQ FORM 3:	Certification of No Conflict of Interest (Vendor need only submit one (1) SOQ Form 3 for its entire SOQ submission)
SOQ FORM 4:	Familiarity with County Lobbyist Ordinance Certification (Vendor need only submit one (1) SOQ Form 4 for its entire SOQ submission)
SOQ FORM 5:	Attestation of Willingness to Consider GAIN/GROW Participants (Vendor need only submit one (1) SOQ Form 5 for its entire SOQ submission)
SOQ FORM 6:	Employee Jury Service Program Certification Form and Application for Exception (Vendor need only submit one (1) SOQ Form 6 for its entire SOQ submission)
SOQ FORM 7:	Certification of Compliance with the County's Defaulted Property Tax Reduction Program (Vendor need only submit one (1) SOQ Form 7 for its entire SOQ submission)
SOQ FORM 8:	Zero Tolerance Policy on Human Trafficking Certification
SOQ FORM 9:	Compliance with Fair Chance Employment Hiring Practices Certification

2.6.9 The following forms are required to be signed and submitted at the time of execution of the VESSMA, if the Vendor submitting a response to this RFSQ is deemed qualified and thereby becomes a Qualified Contractor.

APPENDIX E:	Contractor's EEO Certification – Appendix D, Exhibit E of VESSMA
APPENDIX F:	Contractor's Administration – Appendix D, Exhibit D of VESSMA
APPENDIX H:	Request for Preference Consideration (LSBE, SE and DVBE)

2.7 SOQ SUBMISSION DUE DATE

The Vendor shall submit, as prescribed in Section 2.6 (Preparation and Format of the SOQ):

- An electronic copy in PDF format via e-mail to the VESSMA Administrator to **contracts@rrcc.lacounty.gov** with the words "**STATEMENT OF QUALIFICATIONS RESPONSE FOR RFSQ #21-004 – VSAP IMPLEMENTATION AND SUPPORT SERVICES**" in the subject line of the email and the name and address of the Vendor in the body of the email.

- This RSFQ is open-ended. Although the initial responses to the RFSQ shall be due on or before **Thursday, December 9, 2021 by 3:00 PM (PST),** SOQs received after this date may not be reviewed initially, however, they will be reviewed at a later date to determine if they meet the qualifications listed in the RFSQ and are deemed to be responsive.

It is the Vendor's responsibility to ensure the submission and all related forms are signed in accordance with this RFSQ. Electronic representations of original signatures are acceptable pursuant to Section 37.0 (Facsimile Representations) of the VESSMA.

2.8 SOQ WITHDRAWALS

A Vendor may withdraw its SOQ at any time and resubmit at any further date while the RFSQ is open.

2.9 ACCEPTANCE OF TERMS AND CONDITIONS OF MASTER AGREEMENT

Vendors understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)).

3.0 SOQ REVIEW, SELECTION, AND QUALIFICATION PROCESS

County reserves the sole right to judge the contents of the SOQ submitted pursuant to the RFSQ and to review, evaluate, and qualify the Vendors. The following rules and procedures govern the selection of Vendors to become Qualified Contractors under the VESSMA.

3.1 REVIEW, SELECTION AND QUALIFICATION PROCESS

SOQs will be subject to a detailed review by qualified County staff. The review process will include the following steps:

3.1.1 **Adherence to the Minimum Qualifications:** The County will review the Vendor's SOQ in its entirety in accordance with Section 2.6 (Preparation and Format of the SOQ) of this RFSQ to determine if the Vendor meets the Minimum Qualifications specified in Section 1.5 (VESSMA Service Categories Minimum Qualifications) and Appendix D, Exhibit A (VESSMA Service Categories) for **each** Service Category for which the Vendor intends to qualify. The review will include verification of references submitted, a review of the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts.

- Failure of the Vendor to comply with and demonstrate that it meets the Minimum Qualifications set forth in Section 1.5 (VESSMA Service Categories Minimum Qualifications) and Appendix D, Exhibit A (VESSMA Service Categories) for **each** Service Category which the Vendor intends to qualify, may result in the SOQ being disqualified without further review and consideration in the County's sole discretion. The County, in its sole discretion, reserves the right to waive any informality in an SOQ if the sum and substance of the SOQ is present.

- The County will contact every reference provided by the Vendor on **each** SOQ Form 2 (Vendor's Qualifications) for **each** separate, distinct engagement for **each** Service Category and/or Subcategory(ies) for which the Vendor intends to qualify. County will verify the Vendor's relevant background, experience, requisite years of experience, and requisite number of engagements of sufficient length, to meet the Minimum Qualifications for **each** Service Category and/or Subcategory for which the Vendor intends to qualify as set forth in Section 1.5 (VESSMA Service Categories Minimum Qualifications) and Appendix D, Exhibit A (VESSMA Service Categories).

- A review of the Vendor's pending litigation or judgments will be conducted to determine, amongst other things, the magnitude of any pending litigation or judgments against the Vendor.

- An inquiry to determine the operational and financial capability and responsibility of a Vendor may be conducted by the County. The failure of a Vendor to promptly supply information in connection with such inquiry, including but not limited to, information regarding past performance, financial capability, and ability to perform on schedule, may result in the SOQ being disqualified without further consideration, in the County's sole discretion.

- False, incomplete, or unresponsive statements in connection with a Vendor's SOQ will result in the SOQ being disqualified without further consideration at the County's sole discretion.

- Failure to adhere to SOQ format as described in Section 2.6 (Preparation and Format of the SOQ); will result in the SOQ being disqualified. If SOQ is disqualified, County will provide detailed reasons for disqualification and will allow the Vendor to resolve any discrepancy and re- submit.

3.1.2 Vendor's Proof of Insurability: The County will review the Vendor's insurance in accordance with Section 2.6.7 (Vendor's Proof of Insurability) of this RFSQ to ensure that it meets the required insurance coverage as set forth in Paragraph 46.0 (General Provisions for All Insurance) and Paragraph 47.0 (Insurance Coverage) of Appendix D (VSAP Enhancement and Support Services Master Agreement (VESSMA)).

3.1.3 Required Forms: The County will review all the forms required in accordance with Section 2.6 (Preparation and Format of the SOQ) of this RFSQ.

3.2 DISQUALIFICATION REVIEW

A SOQ may be disqualified from consideration because RR/CC has determined it contains false, misleading, fraudulent, incomplete, deceptively unresponsive statements, and/or is otherwise non-responsive at any time during the review/evaluation process. If RR/CC determines that a SOQ is disqualified, RR/CC shall notify the Vendor in writing.

Upon receipt of the written determination of disqualification, the Vendor 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 RR/CC's sole discretion, be denied if the request does not satisfy <u>all</u> of the following criteria:

1. The request for a Disqualification Review is submitted within the timeframe specified in the notice of disqualification; and

2. The request for a Disqualification Review asserts that the 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 will be completed, and the determination will be provided to the requesting Vendor, in writing, prior to the conclusion of the evaluation process.

3.3 SELECTION/QUALIFICATION PROCESS

RR/CC will generally select Vendors that have experience in providing a broad range of election and consulting services. However, in order to ensure RR/CC has a varied pool of Qualified Contractors, the RR/CC may offer VESSMA's to Vendors that offer a narrow scope of services in more highly specialized areas.

3.4 MASTER AGREEMENT AWARD

Vendors who are notified by the RR/CC that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a VESSMA if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the VESSMA, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to the RR/CC's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a VESSMA.

RR/CC will execute Board-authorized VESSMAs with each selected Vendor. All Vendors will be informed of the final selections.

APPENDIX A
REQUIRED STATEMENT OF QUALIFICATIONS (SOQ) FORMS

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SOQ FORM 1: VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Vendor and to bind the applicant in a Contract. If more space is needed to respond to a question, you may attach additional pages.

1. Is your firm a corporation or limited liability company (LLC)? ☐ **Yes** ☐ **No**

   If yes, complete:

   Legal Name (found in Articles of Incorporation) _____

   State _____ Year Inc. _____

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

   _____

3. Is your firm doing business under one or more DBA's? ☐ **Yes** ☐ **No**

   If yes, complete:

Name	**County of Registration**	**Year became DBA**
_____	_____	_____
_____	_____	_____

4. Is your firm wholly/majority owned by, or a subsidiary of another firm? ☐ **Yes** ☐ **No**

   If yes, complete:

   Name of parent firm: _____

   State of incorporation or registration of parent firm: _____

5. Has your firm done business as other names within last five (5) years? ☐ **Yes** ☐ **No**

   If yes, complete:

   Name _____ Year of Name Change _____

   Name _____ Year of Name Change _____

6. Is your firm involved in any pending litigations, acquisition or mergers, including the associated company name?

   ☐ **Yes** ☐ **No** If yes, provide information:

   _____

7. Was your firm involved in any cybersecurity incidents within the last five years?

   ☐ **Yes** ☐ **No** If yes, provide information:

   _____

   _____

8. Will your firm comply with County the COVID-19 provision, Paragraph 85 of the VESSMA

   ☐ **Yes** ☐ **No**

9. Does your firm have a COVID-19 policy for employees, independent contractors, and/or clients? If yes, provide information describing your policy, including any safety, reporting, vaccination, and/or testing protocols:

   ☐ **Yes** ☐ **No**

   _____

   _____

Vendor acknowledges and certifies that firm meets and will comply with the VESSMA Service Categories Minimum Qualifications as stated in Section 1.5, of this Request for Statement of Qualifications, as listed below.

Check the appropriate boxes:

☐ **Yes** ☐ **No** Vendor meets the Minimum Qualifications for specific Service Categories set forth in Appendix B (VESSMA Service Categories). Appendix B defines the type of service, specific Minimum Qualifications, the requisite number of engagements, and the years of experience required for each Service Category. These Minimum Qualifications are solely for the purpose of qualifying for, and being accepted as, a Qualified Contractor under the terms of this RFSQ. For each Work Order Solicitation subsequently posted under the VESSMA, County may provide additional minimum qualifications and other specific requirements as applicable to the services required under the Statement of Work for which a Work Order is being solicited.

☐ **Yes** ☐ **No** Vendor does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over $100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County

Vendor further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ are made, the SOQ may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

VENDOR NAME:		**COUNTY WEBVEN NUMBER:**
ADDRESS:		
PHONE NUMBER:	**E-MAIL:**	
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:		**CALIFORNIA BUSINESS LICENSE NUMBER:**
VENDOR OFFICIAL NAME AND TITLE (PRINT):		
SIGNATURE		**DATE**

SOQ FORM 1A: COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

Instructions for Completing Form
The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

Section 1: FIRM/ORGANIZATION INFORMATION	
Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE
If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ).Enter all the CBE certifications held by the firm.

Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE	REFERENCE
1 FIRM/ORGANIZATION INFORMATION	The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.
Total Number of Employees in California:	
Total Number of Employees (including owners):	
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:	

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Percentage of how ownership of the firm is distributed	
	Male	Female	Male	Female
Black/African American			%	%
Hispanic/Latino			%	%
Asian or Pacific Islander			%	%
American Indian			%	%
Filipino			%	%
White			%	%

TITLE	REFERENCE
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE	If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ

SOQ FORM 2: VENDOR'S QUALIFICATIONS

Vendor shall complete this form in its entirety for **each** separate Service Category and/or Subcategory that the Vendor intends to qualify, in accordance with Paragraph 1.5 (VESSMA Service Categories Minimum Qualifications), Section 2.6.5.A (VESSMA Service Category Minimum Qualifications Verification), Section 2.6.5.B (VESSMA Service Category Minimum Qualifications Affirmation), Section 2.6.5.C (Vendor's References) and Appendix B (VESSMA Service Categories) of the RFSQ. (Refer to Appendix B for a listing of the VESSMA Service Categories)

The County will be verifying the information provided by the Vendor on this form in accordance with Section 2.6.5 (Vendor's Qualifications) and Section 3.1.1 (Adherence to the Minimum Qualifications) of the RFSQ.

Vendor may use additional forms if necessary, but the form shall in no way be altered from its original format.

Company Name:	
Company Address:	
Authorized Contact: (First/Last Name)	
Title:	
Phone:	
E-mail:	
Service Category:	
Subcategory:	

Overall Qualifications

Describe a summary of Vendor's Overall Qualifications for the Service Category/Subcategory the Vendor intends to qualify for.

Description of Vendor's Overall Qualifications:

A. VESSMA Service Category Minimum Qualifications Verification and B. Vendor References

Vendor shall complete this section of SOQ Form 2 in accordance with Paragraph 2.6.5.A (VESSMA Service Category Minimum Qualifications Verification) of this RFSQ.

Vendor shall provide a detailed and comprehensive description of the Vendor's experience (e.g. nature of the technical work performed, Vendor responsibilities, how the work was accomplished, etc.) during this engagement that demonstrates how the Vendor meets all of the Minimum Qualifications described in Paragraph 1.5 (Minimum Qualifications – Service Categories) and Appendix B (Minimum Qualifications – Service Categories) for the VESSMA Service Category and/or Subcategory for which the Vendor intends to qualify.

Name of Reference Project:		
Duration:	Start Date:	End Date:
Project Budget and Size:		
Reference Contact Name / Title:		
Reference Phone:	Reference E-mail:	
Project Description:		

Name of Reference Project:		
Duration:	Start Date:	End Date:
Project Budget and Size:		
Reference Contact Name / Title:		
Reference Phone:	Reference E-mail:	
Project Description:		

Name of Reference Project:		
Duration:	Start Date:	End Date:
Project Budget and Size:		
Reference Contact Name / Title:		
Reference Phone:	Reference E-mail:	
Project Description:		

C. VESSMA Service Category Minimum Qualifications Affirmation

Vendor shall complete this section of SOQ Form 2 in accordance with Paragraph 2.6.5.B (VESSMA Service Category Minimum Qualifications Affirmation) of this RFSQ.

On behalf of _____, I _____
(Vendor's Name) (Name of Vendor's authorized representative)

I certify that the information provided in the VESSMA Service Category Minimum Qualification Verification section of this SOQ Form 2 is true and correct to the best of my information and belief.

_____
Vendor Name

_____
Vendor Authorized Official Title

_____
Authorized Official's Signature

_____
Date

SOQ FORM 3: CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
    b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

_____
Vendor Name

_____
Vendor Authorized Official Title

_____
Authorized Official's Signature

_____
Date

SOQ FORM 4: FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Vendor certifies that:

1. It is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
2. That all persons acting on behalf of the Vendor organization have and will comply with it during the proposal process; and
3. It is not on the County's Executive Office's List of Terminated Registered Lobbyists.

_____
Vendor Name

_____
Vendor Authorized Official Title

_____
Authorized Official's Signature

_____
Date

SOQ FORM 5: ATTESTATION TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Vendor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Vendor shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV.

Vendors unable to meet this requirement shall not be considered for contract award.

Vendor shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Vendor has a proven record of hiring GAIN/GROW participants.

☐ YES (subject to verification by County) ☐ NO

B. Vendor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Vendor is willing to interview qualified GAIN/GROW participants.

☐ YES ☐ NO

C. Vendor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

☐ YES ☐ NO ☐ N/A (Program not available)

Vendor's Name: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel: _____ Email Address: _____

SOQ FORM 6: COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Vendors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Vendor is exempted from the Program.

Company name: _____

Company address: _____

_____

Telephone: _____

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five (5) days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

SOQ FORM 7: CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S PROPERTY TAX REDUCTION PROGRAM

Company name: _____

Company address: _____

_____

Telephone: _____

The Proposer/Bidder/Contractor certifies that:

☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR –

☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

SOQ FORM 8: ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

VENDOR CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Vendor acknowledges and certifies compliance with Section 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that vendor or a member of his staff performing work under the proposed Contract will be in compliance. Vendor further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

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

Print Name:	Title:
Signature:	Date:

SOQ FORM 9: COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

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

Print Name:	Title:
Signature:	Date:

SOQ FORM 10: PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

SOQ FORM 11: PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

List all contracts that have been terminated with the past three (3) years.

1. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	Reason for Termination:			
2. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	Reason for Termination:			
3. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	Reason for Termination:			
4. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	Reason for Termination:			
5. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	Reason for Termination:			

VESSMA SERVICE CATEGORIES

VESSMA Service Categories	Location to provide services
CATEGORY 1: Vote Center Deployment Services	Must be in LA County
CATEGORY 2: Election Operations Management and Planning Services	Anywhere in the US
CATEGORY 3: Vote Center Network Support (NOC)	Anywhere in the US
CATEGORY 4: Election Cybersecurity Services (SOC)	Anywhere in the United States of America. International only upon the prior express written approval of the County.
CATEGORY 5: VSAP Tally (Tally) AND VSAP Ballot Layout (VBL) Enhancements	Anywhere in the US
CATEGORY 6: Election Support Services	
A. Election Contact Center and Field Support Technician (FST) services.	Must be in LA County
B. Election Service Management Platform Support services	Anywhere in the US
C. Election Worker Management Platform Support services	Anywhere in the US
D. Election Cloud-Based Contact Center Support services	Anywhere in the US
E. VSAP Open-Source management services	Anywhere in the US
CATEGORY 7: BMD/BMG Enhancement & Maintenance	Anywhere in the US
CATEGORY 8: Infrastructure Support Services	Anywhere in the US
CATEGORY 9: Voter Education and Outreach Communication Campaign Services	Anywhere in the US

The VSAP Election Services and Support Master Agreement (VESSMA) is designed to be a master agreement utilizing a work order structure to engage vendor or consulting companies to provide critical election support services in the areas of operations management network support, load testing, cybersecurity, tally and VBL enhancements, education and outreach, and other election support services.

It is the vendor or consulting company's responsibility to carefully review the entire set of work order documents to provide a responsible bid.

The nine (9) Service Categories (as listed above) are an initial set of categories available for the Registrar-Recorder/County Clerk (RR/CC) to utilize. The Request for Statement of Qualifications (RFSQ) that will result in the issuance of individual Master Agreements to each Qualified Contractor will be "Open-Continuously" throughout the life of the VESSMA, allowing the RR/CC to augment the existing categories and/or to develop new categories as new technologies become relevant or as new County departmental needs arise. This will also allow vendor and consulting companies to submit Statements of Qualifications (SOQs) for new and existing Service Categories at any time during the effective period of the VESSMA.

For definitions of terms, please refer to the Definitions section in Appendix B, Attachment A.

For any of the nine (9) categories described herein, the following Los Angeles County Code restriction applies:

> **Note that vendors that perform or have performed requirements analysis and assist or have assisted County departments in preparing an RFP, Statement of Requirements, or Statement of Work pursuant to a Work Order will be precluded from bidding or submitting proposals or responding to the resultant solicitation.**
>
> **Board policy 5.090 Consultant Independence Link:**

https://library.municode.com/ca/la_county__bos/codes/board_policy?nodeId=CH5COPU_5.090COIN

CATEGORY 1: VOTE CENTER DEPLOYMENT SERVICES

This service category includes coordination of the entire transportation and deployment of materials and equipment to the specified number of indoor and outdoor Vote Centers (VCs) and Election Worker training sites for a given election cycle.

Activities include, but not limited to:

a. Coordination with RR/CC and vendors.
b. Materials and equipment, staging, and logistics planning in the RR/CC facilities.
c. Creation of Vote Center and Election Worker training site distribution process and schedule.
d. Facilitation, tracking, and completion of setup and breakdown activities for all Vote Centers and Election Worker training sites prior to the start of the scheduled election.
e. Coordination and completion of equipment device swaps as determined by County-established thresholds throughout the election voting period.

MINIMUM QUALIFICATIONS FOR CATEGORY 1

To qualify for the Service Category, interested Vendors shall submit a Vendor Qualifications SOQ Form 2, provided in Appendix A (Required Statement of Qualifications (SOQ) Forms) describing:

i. Overall qualifications and experience in performing the services described in this Service Category;

ii. A minimum of one (1) reference engagement within the most recent three (3) years. The referenced engagement shall demonstrate experience and qualifications in election equipment deployment logistics planning, transportation, and setup for a county, state, or federal U.S. election that established 500 or more voting locations during a single election.

iii. For each referenced engagement or project, Vendor shall:
- Describe the election size (number of Vote Centers and amount of equipment), type of supplies and equipment deployed, number of days allowed for set/up and breakdown, and jurisdiction for the county, state, and/or federal government.
- Describe the logistics planning, deployment, and setup approach.
- Describe how the vendor's services adhere to federal and state code compliance as applicable.

iv. Location to provide services: Must be in Los Angeles County.

CATEGORY 2: ELECTION OPERATIONS MANAGEMENT AND PLANNING SERVICES

This service category includes IT support operations management, elections operations management, change management, quality assurance, independent validation and verification, training, and risk management as it relates to election support operations. These services should be based on industry practice standards, including any relevant Election Code and the Project Management Institute (PMI), to:

a. Develop and manage election support project plans.
b. Manage resources required to execute project plans and complete tasks and deliverables.
c. Review and track completion of defined tasks and deliverables.
d. Develop and implement operations support programs.
e. Develop and implement governance, quality assurance, independent validation and verification, and risk management plans for election projects.
f. Manage and track resolution of project issues and risks.

MINIMUM QUALIFICATIONS FOR CATEGORY 2

To qualify for the Service Category, interested Vendors shall submit a Vendor Qualifications, SOQ Form 2, provided in Appendix A (Required Statement of Qualifications (SOQ) Forms) describing:

i. Overall qualifications and experience in performing the services described in this Service Category; and

ii. A minimum of one (1) reference engagement with a combined total time of two (2) years' experience within the most recent three (3) years. The referenced engagement(s) shall demonstrate experience and qualifications in project management in an election environment for a county, state, or federal government; and

iii. A minimum of five (5) years' experience in project management for a large complex IT solution in technology implementation, network design, contact center solutions, service management, cybersecurity, or a similar concentration that exceeded $250,000.

iv. For each referenced engagement or project, Vendor shall:
- Describe the number of voting locations, geographical span of the jurisdiction supported, and jurisdiction for the county, state, and/or federal government.
- Describe the scope and magnitude of the project.
- Describe the project management methodology used to manage the project(s).

v. Location to provide services: Anywhere in the United States of America

CATEGORY 3: VOTE CENTER NETWORK SUPPORT (NOC)

This service category includes Vote Center suitability assessment; the preparation of the routers for an election through kitting, staging, and subsequent setup at the designated Vote Centers; and Vote Center Network Monitoring and Troubleshooting services during an election cycle. Vendors must meet all minimum qualifications in order to qualify for this category.

The operational focus areas are given below:

a. ***Cellular and Hardwired Network and Power Capacity Assessment Services*** include power and electrical assessment for each potential Vote Center in each election to provide the necessary data to RR/CC to aid in the selection of viable Vote Centers. This includes:

- Testing of facilities to determine bandwidth availability for both cellular and wired connections, available electrical power and latency of connections.
- Assessment of the electrical infrastructure to ensure continual operation of voting equipment.
- Testing of multiple telecommunication cellular carriers to determine the top carriers able to support the site.
- Assessment of the maximum number of election devices (BMDs, ePollbooks, and routers) can be supported by a potential Vote Center existing electrical infrastructure.
- Create diagrams of each tested location, showing all power layouts.

b. ***Vote Center Network Kitting, Staging, and Deployment Services*** include:

- Router configuration scripting.
- Router pairing and configuration.
- Performance testing and validation.
- Preparing SIMs for each router based on network load testing results.
- Implementing security solutions prior to deployment, including Mobile Device Management (MDM), Network Access Control (NAC), anti-virus/malware, Intrusion Detection Systems/Intrusion Prevention Systems (IPS/IDS), and Universal Serial Bus (USB) locks.
- Deploying, setting up, securing, testing, and validating configured equipment at Vote Centers prior to the beginning of the voting period

c. ***Vote Center Network Operations Center (NOC) Monitoring and Troubleshooting Services*** include:

- Proactive performance monitoring, threshold reporting, and notifying the RR/CC of bandwidth, protocol, and utilization errors.
- Monitoring all network event types in the Vote Center data network, including routers and Layer four to seven (4-7) devices.
- Monitoring router health.
- Providing trend and historical monitoring of devices.
- Providing configuration management and backup of configurations of routers, firewalls, and any switches.
- Interfacing syslog and trap processing.
- Event filtering and categorization based on requirements from the RR/CC.
- Event correlation and response selection.
- Integrated alerting, trouble ticketing, event review, and closure.
- Providing incident management support during operating hours.
- Alerting and contacting RR/CC network command center for any interruptions or events.
- Coordinating with the County, Telco, and broadband contractors to resolve internet and WAN outages.
- Dispatching network support staff to any Vote Center location in the event any network troubleshooting is needed.

MINIMUM QUALIFICATION FOR CATEGORY 3

To qualify for the Service Category, interested Vendors shall submit a Vendor Qualifications SOQ Form 2, provided in Appendix A (Required Statement of Qualifications (SOQ) Forms) describing:

i. Overall qualifications and experience in performing the services described in this Service Category; and

ii. A minimum of one (1) reference engagement with a combined total time of two (2) years' experience within the most recent three (3) years. The referenced engagement(s) shall demonstrate experience and qualifications in network and power assessment, network architecture, implementation, validation, network management, in addition to Network Operations Center (NOC) implementation, monitoring, and management, in an event-based environment (major events, elections, concerts etc.) for a county, state, federal government, or similar organization; and

iii. A minimum of five (5) years' experience in network architecture, design, implementation, validation, and management for a large, flexible, and complex IT solution in network design and architecture that exceeds $250,000.

iv. For each referenced engagement or project, Vendor shall:
- Describe the number of voting or event locations, geographical span and jurisdiction for the county, state, federal government, or a similar organization.
- Describe the scope and magnitude of the IT project.
- Describe the project management methodology used to manage the project(s).

v. Location to provide services: Anywhere in the United States of America

CATEGORY 4: ELECTION CYBERSECURITY SERVICES (SOC)

This service category includes Election Security Monitoring and Implementation, Election Security Risk Assessments, and Regulatory Compliance services described in the following subcategories. These services must adhere, at a minimum, to the security standards as set forth by the California Elections Code, California Code of Regulations, California Voting System Standards, U.S. Election Assistance Commission Best Practices, as described in Handbook for Election Infrastructure Security, the National Institute of Standards and Technology (NIST) Cybersecurity Framework; Governance, Risk, and Compliance (GRC), and the PCI Security Standards Council. Vendors shall qualify for both subcategories:

a. ***Election Security Monitoring and Implementation Services*** include configuration, implementation, and management of Intrusion Detection System and Intrusion Prevention System (IDS/IPS) for secure election networks and election applications; planning, designing, and implementing secure architecture; and active security incident response related to election devices (e.g., Ballot Marking Device, electronic Pollbook (ePollbook), and CradlePoint routers), designated election computers, election applications, and election related networks. Incident responses related to election security incidents include analysis, forensics, threat response, remediation, and collaboration with external State and federal agencies (e.g., Department of Homeland Security (DHS), MSISAC, Federal Bureau of Investigation (FBI), California Secretary of State (SOS), and other election cybersecurity entities).

b. ***Election Security Risk Assessments and Elections Code Compliance Services*** provide a means to conduct penetration testing on election networks and election devices; to identify and assess risks and vulnerabilities through vulnerability assessments, utilizing an election cybersecurity industry standard framework/methodology; to develop and formulate a security strategy derived from the risk and vulnerability assessments; to assess election security program maturity; and to determine compliance with federal and State election legislation and/or regulations as well as County/departmental policies, standards, and procedures.

MINIMUM QUALIFICATIONS FOR CATEGORY 4

To qualify for the Service Category, interested Vendors shall submit a Vendor Qualifications SOQ Form 2, provided in Appendix A (Required Statement of Qualifications (SOQ) Forms) describing:

i. Overall qualifications and experience in performing the services described in this Service Category and Subcategories; and

ii. A minimum of one (1) reference engagement with a total of two (2) years within the most recent three (3) years. The referenced engagement shall demonstrate the experience and qualifications in conducting vulnerability assessments; planning and designing of security architecture; identifying and resolving cyberattacks such as phishing, social engineering, and the attack surface system; and demonstrating competence in various operating systems in an election environment for a county, state, or federal government; and

iii. A minimum of five (5) years in the last seven (7) years conducting vulnerability assessments; planning and designing of security architecture; identifying and resolving cyberattacks such as phishing, social engineering, and the attack surface system; and demonstrating competence in various operating systems at an enterprise level.

iv. For each referenced engagement or project in each Subcategory, Vendor shall:
- Describe the Election Security Monitoring Services.
- Describe the Election Security Risk Assessments and Election Code Compliance Services.

v. Location to provide services: Anywhere in the United States of America. International only upon the prior express written approval of the County.

CATEGORY 5: VSAP TALLY (TALLY) AND VSAP BALLOT LAYOUT (VBL) SUPPORT ENHANCEMENTS

This service category includes necessary new features and enhancements to the VSAP Tally and the VSAP Ballot Layout (VBL) application that are responsible for ballot layouts and tabulation. These applications are required to meet California Elections Code and California Voting System Standards and are tested and certified by the California Secretary of State. Services in this category include:

a. Development of required enhancements and features of the Tally and VBL environment that meet applicable federal, state, and local election laws and regulations.
b. End-to-end system security to address cyber, software or physical security threats.
c. Tally and VBL system enhancements to meet FIPS 140-2 compliance.
d. VBL enhancements to the VSAP integration data files, audio files and full-face vote by mail ballot PDFs. Integration files generated by VBL support BMDs, Tally, ISB and the EMS. These files are the Ballot Definition File (BDF), Tally Layout Definition File (BLDF), District Mapping File (DMF), Election Audio Package (EAP), and Auxiliary Ballot Definition File (ABDF).
e. VBL enhancements and features to vote by mail (VBM) full-face ballot layout. VBM full-face ballots generated are print ready and enhancements include, but are not limited to layout, size, style, fonts, content, and images on the ballot.
f. Continued development of technical documentation and user guides required for California Secretary of State certification based on the California Voting System Standards (CVSS) adopted in October 2014 or later; and
g. Development or necessary enhancements to accommodate required language additions or removal in Tally and VBL environments. Language requirements are defined in Federal and State law and RRCC policies.

MINIMUM QUALIFICATIONS FOR CATEGORY 5

To qualify for the Service Category, interested Vendors shall submit a Vendor Qualifications SOQ Form 2, provided in Appendix A (Required Statement of Qualifications (SOQ) Forms) describing:

i. Overall qualifications and experience in performing the services described in this Service Categories; and

ii. A minimum of two (2) reference engagements with a combined total time of two (2) years within the most recent three (3) years. The referenced engagements shall demonstrate experience and qualifications in Election software development that complies with State and Federal law, regulations and guidance; and

iii. A minimum of five (5) years' experience in project management for a large complex IT solution. Tally and VBL are designed and built following an Agile Development methodology. Vendor must demonstrate their Agile process including producing examples of artifacts, and tools; and

iv. A minimum of five (5) years' experience of in-depth information technology software development experience. Required expertise includes development in a CentOS environment using Apache Kafka, RabbitMQ, Apache Cassandra, Apache ZooKeeper, Kubernetes, Go Programming Language, Docker, Zbar, OpenCV and Open SSL.

v. For each referenced engagement or project, Vendor shall:
- Describe the Election services, development, testing and implementation.
- Describe the development, test, and production environments and security surrounding these systems.
- Describe how the vendor's election services comply with State and Federal law, regulations and guidance.

vi. Location to provide services: Anywhere in the United States of America

CATEGORY 6: ELECTION SUPPORT SERVICES

This service category includes election support services in election call centers, at Vote Centers, and election systems enhancements and support. These services and enhancements are required to meet applicable local, state, or federal requirements including those related to the California Elections Code and related regulations.

Vendors shall individually qualify for each subcategory.

a. ***Election Contact Center and Field Support Technician (FST) services*** include contact center operations, roaming and onsite Vote Center technical support services including election support route planning, FST deployment, and FST and call center agent management to meet department service standards.

   The service includes: Contact center logistics planning, including staffing acquisition; training coordination and tracking; schedule planning; contact center oversight and management for an election contact center.

   FST logistics planning including staffing acquisition, and management; FST oversight and management throughout the voting period; training coordination and tracking; and FST deployment and placement logistics for Vote Center stationed and roaming FST.

b. ***Election Service Management Platform Support*** **services** include election support and enhancement/development services as needed on election support modules in the Cherwell Chain of Custody, Vote Center Asset Assignment, and Election Incident Management solution in support of changing election requirements. This subcategory also includes voting period system support as needed for the election voting period.

c. ***Election Worker Management Platform Support*** **services** include election support and enhancement/development services as needed on the Election Worker and Location Management Modules in the PollChief System, support for all changing election requirements, support in reporting and dashboard development. This subcategory also includes voting period system support as needed for the election voting period.

d. ***Election Cloud-Based Contact Center Support*** **services** include enhancement/development services as needed on the AWS/Symbee Connect election contact center solution, including changes to existing architecture to accommodate the addition or removal of election contact centers and changes to features available based on requirements, and in compliance with all County and IT policies. This subcategory also includes voting period system support as needed for the election voting period.

e. ***VSAP Open-Source management*** **services** include setting up procedures and infrastructure to make the VSAP source-code as open-source, including planning, coordination and execution of VSAP open-source plan. This subcategory also includes updating of VSAP open-source plan and associated documentation.

MINIMUM QUALIFICATIONS FOR CATEGORY 6

To qualify for the service category, interested Vendors shall submit a Vendor Qualifications SOQ Form 2, provided in Appendix A, describing:

- Overall qualifications and experience in performing the services described in these Service Categories.

- To meet the minimum qualification for ***Subcategory A – Election Contact Center and FST Services*****,** the vendor must meet all the following requirements:

  i. A minimum of one (1) reference engagement with a combined total time of one (1) year within the most recent three (3) years. The referenced engagements shall demonstrate experience and qualifications in planning and managing an election support services for a contact center and field support with at least 500 FST in an event-based environment (such as elections)

  ii. A minimum of ten (10) years in the past fifteen (15) years showing responsibility for contact center management for a contact center that was responsible for receiving 15,000 or more calls within a two (2) week period.

  iii. A minimum of five (5) years in the past seven (7) years establishing and managing temporary contact centers staffed with temporary contact center agents.

  iv. Location to provide services: Must be in Los Angeles County.

- To meet the minimum qualification for ***Subcategory B - Election Service Management Platform Support services***, the vendor must meet all the following requirements:

  i. Vendor must have five (5) years' experience, within the last seven (7) years, providing Cherwell development services.

  ii. Vendor must be authorized to provide Cherwell development services as a recognized Cherwell delivery partner or its equivalent.

  iii. Vendor must have implemented at least one (1) Cherwell asset management, chain of custody, and incident management solution as an enterprise, unified solution for a county or state government entity, specifically in an election focused environment, within the last three (3) years.

  iv. Vendor must have integrated a single sign-on solution (SSO) with the Cherwell platform for the use of managing user credentials within the last three (3) years.

  v. Location to provide services: Anywhere in the United States of America

- To meet the minimum qualification for ***Subcategory C - Election Worker Management Platform Support services***, the vendor must meet all the following requirements:
    i. Vendor must have three (3) years' experience, within the last five (5) years, providing PollChief development services.
    ii. Vendor must be authorized to provide PollChief development services as a recognized delivery partner or its equivalent.
    iii. Vendor must have implemented at least one (1) Election Worker/Location Recruitment Management Solution as an enterprise, unified solution for a county or state government entity, specifically in an election focused environment, within the last three (3) years.
    iv. Location to provide services: Anywhere in the United States of America
- To meet the minimum qualification for ***Subcategory D – Election Cloud-Based Contact Center Support Services***, the vendor must meet all the following requirements:
    i. Vendor must identify five (5) engagements for Cloud Contact Center services that the vendor designed and implemented that can support more than 20,000 callers at a time. Any two (2) of these five (5) engagements must be with a county, state, or federal government entity.
    ii. Vendor must identify at least one (1) of the five (5) engagements was cloud contact center design and implementation for an election related contact center environment.
    iii. Vendor must have three (3) years' experience in the last five (5) years designing and implementing contact center solutions with the AWS Connect platform.
    iv. Vendor must have integrated Symbee with the AWS Connect platform within the last three (3) years for one (1) of the referenced five (5) engagements.
    v. Location to provide services: Anywhere in the United States of America
- To meet the minimum qualification of ***Subcategory E – VSAP Open-source management services,*** the vendor must meet all the following requirements:
    i. Vendor must have resources with demonstrated experience in establishing an open-source program for software components.
    ii. Vendor must have resources with experience in documenting the procedures of ongoing open-source code management.
    iii. Vendor must have resources experienced with instituting the infrastructure needed to host open-source codebase; including version control and testing mechanism.
    iv. Location to provide services: Anywhere in the United States of America
- For each referenced engagement or project, Vendor shall:
    i. Describe the engagements in detail and specify how the engagement meets the required experience.
    ii. Describe the design and implementation methods used on the identified engagements.
    iii. Provide references for the clients that were provided the described services.

CATEGORY 7: BMD/BMG ENHANCEMENT & MAINTENANCE

This service category includes enhancements, development, and maintenance necessary to sustain the BMG environment (Ballot Marking Device Management System) and the Ballot Marking Devices (BMDs). This must include knowledge of local, state and federal laws, regulations, and guidelines that are related to BMD/BMG maintenance including, Voluntary Voting System Guidelines, California Voting System Standards, FIPS (Federal Information Processing Standards) and S-ATA (State-Approved Testing Agencies) processes to qualify for this category. The focus areas in this category are given below.

a. ***BMD Enhancements* services** include:
- Hardware improvements to address commonly reported issues or documented design issues.
- Software improvements to address commonly reported issues or documented design issues.
- Audit/Activity Log compliance and support that requires log extraction, translator, and interpretation.
- Development and support of application and patching of BMD OS with the offline components from the source code.
- FormatOS enhancements using applications which include TFTP, MySQL, NTP, and Windows Server.

b. ***BMG Network and Infrastructure Enhancements*** include:
- Kafka usability changes, and enhancements required because of changes to the VSAP certification or federal, state, or local laws and regulations.
- Hardware improvements and enhancements to address commonly reported issues or documented design issues.
- Configuration changes, automations, and enhancements to the BMG infrastructure to improve the usability.

c. ***BMD Maintenance*** includes:
- Troubleshoot and repair a broad range of BMD hardware and software issues.
- Perform Tri-annual replacement of internal CMOS battery on all BMDs and support annual Preventative Maintenance of all BMDs.
- Hardware improvements and enhancements to address commonly reported issues or documented design issues

d. ***BMG Maintenance*** includes:
- Cleaning as required as part of Preventative Maintenance, including cleaning, and dusting servers, checking the BMG network cables, and providing cooling system maintenance.
- Patching of third-party applications including Ansible, CPPM, NetApp, Infoblox, vCenter, ESXI, SCAP, Carbon Black, Snare, servers, and network switches.
- Monitor network, audit/activity log aggregation, and server towers.
- Hardware repairs related to the BMG and its components as needed. Including BMG Zone, Core, Row, cart switches and biscuits.
- Troubleshooting issues related to BMG and its components as needed.

MINIMUM QUALIFICATIONS FOR CATEGORY 7

To qualify for the service category, interested Vendors shall submit a Vendor Qualifications SOQ Form 2, provided in Appendix A, describing:

i. Overall qualifications and experience in performing the services described in this Service Category; and a minimum of one (1) reference engagements with a combined total time of two (2) years within the most recent three (3) years. The referenced engagements shall demonstrate the experience and qualifications related to:

- Designing, implementing, upgrading, and troubleshooting Air-Gap Ballot Marking Device Management System network environments.
- Managing election systems infrastructure and networks.
- Administering, configuring, and managing multiple flavors of Linux operating systems solution.
- Configuring and managing and election systems infrastructure.
- Network administration supporting layer-2/layer-3 switched in a distributed complex enterprise deployment such as multi-tiered architecture, virtualization technologies, air gapped and multi-tenant infrastructure.
- Designing and creating network diagrams detailing of all applications, database, network segments, and equipment connections.
- Possessing knowledge/use of APM servers, APM load balancers, MySQL, Kafka servers, Nginx servers, Infoblox server, and elastic search.
- Possessing knowledge/use of automation using BDD Framework, Selenium, Java.
- Administering ClearPass server and custom software performing business logic.

ii. Location to Provide Services: Anywhere in the United States of America

CATEGORY 8: INFRASTRUCTURE SUPPORT SERVICES

This service category includes hosting, enhancements, development, and maintenance necessary to sustain existing infrastructure for election critical systems. These services and applications are required to meet any applicable local, State, or Federal statute, regulations, and/or requirements issued by the Fair Political Practices Commission (FPPC), California Secretary of State (SOS), and any other local, state, or federal authority, including, without limitation, Los Angeles County Code sections 2.190.010 et seq. (Proposition B). Vendors shall individually qualify for each subcategory.

a. Campaign Finance System Infrastructure Support Services includes:

- Software enhancements, development, and maintenance necessary to sustain support existing web-based electronic filing solution which manages potential candidates, candidates, candidate-controlled committees, treasurers, primarily formed committees, major donors, and independent expenditure committees to file their campaign finance disclosure statements, County forms, and FPPC forms as prescribed by the RR/CC and the California Secretary of State (SOS).

- Development of required enhancements and features of the candidate finance environment in order to comply with changing federal, state, and local election laws and regulations.

- Enhancements and upgrades to public facing website that provides campaign finance public records in an accessible and transparent in which any member of the public has a right to access and review.

- Integrations with other systems, such as the SOS CAL-ACCESS Replacement System Project ("CARS") designed to provide financial information supplied by state candidates, donors, lobbyists, lobbyist employers, to ensure that the public has a window into the activities of public officials and candidates.

- Offering of cloud-based hosting and record retention and storage for candidate filing records.

MINIMUM QUALIFICATION FOR CATEGORY 8

To qualify for the service category, interested Vendors shall submit a Vendor Qualifications (SOQ Form 2 (provided in Appendix A (Required Statement of Qualifications (SOQ) Forms) describing:

i. Overall qualifications and experience in performing the services described in this Service Category.

ii. A minimum of one (1) reference engagements with a combined total time of three (3) years within the most recent five (5) years.

iii. A minimum of five (5) years' experience in providing candidate filing development and maintenance support services to local, state, and federal government agencies with engagement amounts exceeding $500,000; and

iv. For each referenced engagement or project, Vendor shall:
- Describe the project management method(s) utilized during referenced engagements and how those methods contributed to the overall success of the project.
- Describe the scope, cost, timeline for implementation, and magnitude of the project.
- Describe the key performance indicators and results or outcome of the project.

iv. Location to provide services: Anywhere in the United States of America

CATEGORY 9: VOTER EDUCATION AND OUTREACH COMMUNICATION CAMPAIGN SERVICES

This category includes services for developing, purchasing, executing, tracking, and reporting for/on voter education and outreach campaigns in a large multicultural jurisdiction.
The services include, but are not limited to: development of campaign strategies and timelines; development and production of campaign messages and creative assets (in English and a number of other languages); reservation and purchase of advertisement inventory (including but not limited to social media, digital media, print, radio, television, and out-of-home in English and a number of other languages); identifying and providing in-person or online outreach services; tracking and monitoring campaign performance; and delivering a final report which includes campaign performance and results.

Additionally, the services in this category may also provide consultation services and crisis communication services. These services include, but are not limited to: the development of responsive messages and/or communications; identifying and providing a list of public stakeholders and news media (in English and a number of other languages) for public communication and collaboration; coordinating and administering press conferences and/or media round tables (in English and a number of other languages); tracking and monitoring social and digital media platforms; providing 24/7 availability both in-person and online; and providing crisis communications services for sensitive issues.

MINIMUM QUALIFICATIONS FOR CATEGORY 9

To qualify for the Service Category, interested Vendors shall submit a Vendor Qualifications SOQ Form 2, provided in Appendix A,) describing:

i. Overall qualifications and experience in performing the services described in this Service Category.

ii. A minimum of one (1) reference engagement with a combined total time of two (2) years' experience within the most recent three (3) years. The referenced engagement(s) shall demonstrate experience and qualifications in public education and outreach campaigns.

iii. A minimum of five (5) years' experience in developing, executing or reporting large public education and outreach campaigns on sensitive topics exceeding $500,000.

iv. For each referenced engagement or project, Vendor shall:
- Describe the campaign scope, cost, and jurisdiction.
- Describe the scope and magnitude of the project.
- Describe the key performance indicators and results or outcome of the project.

v. Location to provide services: Anywhere in the United States of America

APPENDIX B, ATTACHMENT 1

DEFINITIONS

DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

Agile Methodology: A proven methodology for ensuring that the County, as the Product Owner, iteratively build a solution that meets its requirements while adapting quickly to changes in priorities and technical understandings.

Auxiliary Ballot Definition File (ABDF): Data files generated by the VBL Application that contains street segment and enclosure information for the Interactive Sample Ballot (ISB).

Ballot Marking Devices (BMD): The Ballot Marking Device (BMD) is a key equipment component to the VSAP election system. The BMD allows voters to mark their ballots.

Ballot Marking Device Manager (BMG): System that allows for data to be pushed to and pulled from the BMDs.

Ballot Definition File (BDF): Data files generated by the VBL Application that contains precinct, contest, candidate, and ballot information.

Ballot Layout Definition File (BLDF): Data files generated by the VBL Application that contains physical ballot layout information.

Board of Supervisors (BoS): The Board of Supervisors of the County of Los Angeles acting as the governing body.

Border Gateway Protocol (BGP) Peering: Two routers that have established connection for exchanging BGP information.

Chain of Custody (CoC): The order and manner in which assets are tracked and recorded as they move to different locations or assignments.

Contractor Project Manager: The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.

County Data: Any County information, data, records, and information to which a Qualified Contractor has access or possession or that have otherwise been provided to a Qualified Contractor, whether or not intended under or for the purposes of the Master Agreement, 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 individual 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 Data 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 Government Code section 6254.4 and California Code of Regulations (CCR) section 19001.

For the further avoidance of doubt, County Data is not limited to proprietary or confidential information, and need not constitute trade secret information.

County IP: All Intellectual Property owned, or sufficiently licensed to, the County, including any deliverables developed by a Qualified Contractor for County and so designated in a Work Order.

County Project Manager: Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.

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

District Mapping File (DMF): Data files generated by the VBL Application that contains precinct to district information for reporting.

Election Audio Package (EAP): Data files generated by the VBL Application that contains a collection of audio files and metadata for the BMD.

Election Management System (EMS): A system used to manage the election information, voter registration, and other election related functions.

ePollbooks: Electronic pollbook also known as ePollbook is a tabular device that provides voter's name and prints the corresponding ballot through an attached thermal printer. It that contains and updates the digital roster that Vote Center staff use to check in a voter at a Vote Center. ePollbooks replaced traditional paper rosters as the method for determining voter eligibility, identifying the appropriate ballot for the voter, crediting voter participation, and capturing voter signatures. Vote Center staff can access the voter record database via laptop or tablet and the database can be hosted locally or accessed over a network.

Election Worker: Staff assigned to work at the Vote Centers.

Federal Information Processing Standards FIPS (140-2): An information technology security accreditation program for validating that the cryptographic modules meet well-defined security standards.

Field Support Technician (FST): Technical staff that is dedicated to supporting Vote Centers through onsite and roaming technical support.

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

Governance Risk Compliance (GRC): A set of processes and procedures to help organizations achieve business objectives, address uncertainty, and act with integrity.

Help America Vote Act (HAVA): Federal law passed to provide federal funding to the states to implement a statewide voter registration system, replace punch card voting machines, improve voter education and poll worker training, permit voters to cast provisional ballots, and require at least one voting machine per polling place to allow voters with disabilities to vote privately and independently.

Interactive Sample Ballot (ISB): An optional tool that allows voters to access, review and mark their selections prior to going to a Vote Center.

Intrusion Protection/Intrusion Detection (IPS/IDS): A device or software application that monitors a network or systems for malicious activity or policy violations.

Master Agreement: County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.

Mobile Device Management (MDM): Security software used to monitor, manage, and secure mobile devices.

Network Access Control (NAC): Security solution that enforces policy on devices that access networks to increase network visibility and reduce risk.

Network Operations Center (NOC): Centralized location where network monitoring and control, or network management is exercised over a telecommunication or satellite network.

NIST Cybersecurity Framework: A policy framework of computer security guidance for how organizations can assess and improve their ability to prevent, detect and respond to cyber-attacks.

PollChief: The current software system used to recruit and manage election workers and voting locations (including Vote Centers, drop boxes and check-in centers).

PCI Credit Card Security Standards: A set of security standards designed to ensure that all companies that accept, process, store or transmit credit card information maintain a secure environment.

Service Level Agreements (SLA): A Contract between a service provider and the end user that defines the level of service expected from the service provider.

Statement of Work: A written description of tasks and/or deliverables desired by County for a specific Work Order.

Tally Layout Definition File (TLDF): Data files generated by the VBL Application that contains QR codes, registration, and VBM vote position coordinates.

Tally System: A system of hardware and software that reads and captures the vote selections on ballots, applies required business rules and adjunctions, tabulates the total of votes, ballots cast and other metrics, and publishes the results of the election. The Tally System also support transparent auditing processes to ensure the accuracy and integrity of the election tally results.

Vote Centers (VC): Physical polling locations located throughout Los Angeles County where a voter casts an election ballot.

Voter's Choice Act (VCA): Voter's Choice Act (2016 CA Senate Bill 450), as codified by California Elections Code § 3017, 4005, 4006, 4007, 4008, and 15320, modernizes elections in California by allowing counties to conduct elections under a vote center model which provides greater flexibility and convenience for voters. The VCA allows voters to choose how, when, and where to cast their ballots. Under the VCA, voters can return their vote-by-mail ballot by mail, by dropping the vote-by-mail ballot in a secure county ballot drop box, or by visiting any vote center in the county where they are registered to vote. The VCA expands voting options by (i) mailing every voter a vote-by-mail ballot, (ii) expanding in-person early voting, and (iii) offering increased vote-by-mail ballot drop-off locations. For more information, visit: https://www.sos.ca.gov/elections/voters-choice-act.

Voting Period: A period lasting up to 30 consecutive days per election, in which the residents of Los Angeles County can vote.

Voting Solutions for All People (VSAP): Acronym for the RR/CC's new election voting system, Voting Solutions for All People (VSAP).

Voting Solution for All People (VSAP) Ballot Layout Application (VBL): This application will take ballot content from the Election Management System (EMS) in a standard data interchange format and lay it out in the Vote by Mail (VBM) and Ballot Marking Device (BMD) ballot print formats and generate the data files necessary to support processing of those ballots and the integration of the VSAO solution components, as required by VSAP specifications.

Work Order: A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order shall result from bids, solicited by, and tendered to County, by Qualified Contractors. Unless otherwise specified in the Work Order Availability Notice, County shall select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. No work shall be performed by Contractors except in accordance with validly bid and executed Work Orders.

APPENDIX C

SAMPLE WORK ORDER SOLICITATION (WOS)

VESSMA Work Order Solicitation Number: _____

Project Name: _____

Soliciting County Department: _____

VESSMA Services Category/Subcategory: _____

Type of Work Order:

- ☐ Fixed-Price Per Deliverable (FP/D) Work Order
- ☐ Time and Materials Per Deliverable (T&M/D) Work Order
- ☐ Both FP/D and T&M/D

Ownership of Deliverables:

- ☐ Deliverables are Joint IP
- ☐ Deliverables are County IP

The foregoing determination is based on the Department's understanding of the Deliverables being provided by Contractor. The final determination regarding the ownership of Deliverables will be as set forth in the executed Work Order.)

Work Order Objective
(Department to provide a narrative description of the project and what it intends to accomplish through this work order).

Background
(Department to provide a narrative describing all pertinent background information that would be helpful for the Qualified Contractors to obtain a better understanding the department, this project, and the department's rationale for issuing this work order).

Work Order Deliverables:
(This section will contain a brief list of the Work Order Deliverables. A more detailed description of the specific tasks, deliverables and acceptance criteria will be found in the Statement of Work (SOW) that will be attached to this Work Order Solicitation – Refer to Exhibit B of the VESSMA to see a Sample SOW)

Additional Minimum Requirements, if any, or Other Qualifying Information:
(This section will describe any specialized minimum requirements or other qualifying information, if any, the proposed candidates must have in order to be considered under this solicitation).

Evaluation Criteria Being Applied:
(This section will specify the Criteria that will be used in evaluating the solicitation responses, together with the percentage of weight that will be applied to each evaluation criterion. Where evaluation criteria include anything other than cost, each Department will include specific information regarding how each of the following evaluation criteria will be applied in each Work Order Solicitation. With respect to Cost, the maximum number of points will be awarded to the lowest cost proposal, with all other proposals compared the lowest cost and points awarded accordingly.)

Selection Process:
Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective Contractor. All proposals will be evaluated based on the criteria listed herein. All proposals will be scored and ranked in numerical sequence from high to low. The County may also, at its option, invite proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

The County retains the right to select a proposal other than the proposal receiving the highest number of points if 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.

Disqualification of Work Order Solicitation Proposal:
A Work Order Solicitation proposal may be disqualified from consideration because a Department and/or RR/CC determined it was non-responsive at any time during the review/evaluation process. If a Department and/or RR/CC determine that a proposal is disqualified due to non-responsiveness, the VESSMA Administrator shall 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 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 shall be completed and the determination shall be provided to the requesting proposer, in writing, prior to the conclusion of the evaluation process.

Solicitation Response Filing Instructions:
(This section will contain specific information regarding what forms and supporting documentation is being required, as well as the date and time for filing Solicitation Reponses).

Filing Location:
Work Order Solicitation Responses (WOSR) shall be filed as follows:

- An electronic copy in PDF format submitted via e-mail to the VESSMA Administrator (contracts@rrcc.lacounty.gov) with "**WORK ORDER SOLICITATION RESPONSE FOR VESSMA WORK ORDER #** _____" in the subject line of the email and the body of the email shall contain the name and address of the Qualified Contractor.

APPENDIX D – VSAP ENHANCEMENTS AND SUPPORT MASTER AGREEMENT (VESSMA)

SAMPLE MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

VOTING SOLUTIONS FOR ALL PEOPLE (VSAP)

ENHANCEMENTS AND SUPPORT SERVICES

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VESSMA EXHIBITS

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EXHIBIT F:	Forms Required for Each Work Order Before Work Begins
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EXHIBIT K:	Evaluation Process for Certain Work Order Solicitations
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EXHIBIT O:	Subsequent Executed Work Orders

Executed Work Order(s): Incorporated herein by this reference

MASTER AGREEMENT BETWEEN COUNTY OF LOS ANELES AND CONTRACTOR FOR VOTING SOLUTIONS FOR ALL PEOPLE (VSAP) ENHANCEMENTS AND SUPPORT SERVICES

This Master Agreement is made and entered into this _____day of_____, 2022 by and between the County of Los Angeles hereinafter referred to as County and_____, hereinafter referred to as Contractor, to provide critical election support services on an as-needed basis, as more fully described herein (Voting Solutions for all People (VSAP) Enhancements and Support Services)).

RECITALS

WHEREAS, the County may contract with private businesses for VSAP Enhancements and Support Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing VSAP Enhancements and Support Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Registrar-Recorder/County Clerk or designee to execute and administer this Master Agreement; and

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

The body of this Master Agreement, together with (a) Exhibits A, B, C, D, E, F, G, H, I, J, K, L M N and O attached hereto and incorporated herein by reference, (b) all Attachments attached to such Exhibits, (c) all executed Work Orders issued hereunder, and (d) all Change Notices, Amendments and Work Order Amendments, collectively constitute and throughout and hereinafter are referred to as the "Master Agreement." 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 body of this Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

VESSMA EXHIBITS:

1.2. EXHIBIT A: VESSMA Service Categories
1.3. EXHIBIT B: Sample Work Order Solicitation (Fixed Price Per Deliverable (FP/D) and Time and Materials Per Deliverable (T&M/D))
- Attachment B1: Sample Statement of Work
- Attachment B2: Certification of Employee Status

1.4. EXHIBIT C: County's Administration
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1.6. EXHIBIT E: Contractor's EEO Certification
1.7. EXHIBIT F: Forms Required for Each Work Order Before Work Begins
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1.5. EXHIBIT K: Evaluation Process for Certain Work Order Solicitations
1.6. EXHIBIT L: VESSMA Risk Schedule
1.7. EXHIBIT M: Forms Required at the Completion of Each Work Order
1.8. EXHIBIT N: Information Security and Privacy Requirements
1.9. EXHIBIT O: Subsequent Executed Work Orders

Executed Work Order(s): Incorporated herein by this reference

Notwithstanding the foregoing order of precedence and solely with respect to the Services described under a fully executed Work Order, such Work Order shall take precedence solely with respect to obligations designated as subject to change via Work Order (e.g. Warranty Period) in this Master Agreement. This Master Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to Paragraph 15.0 (Amendments and Change Notices) and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 **ACCEPTANCE; ACCEPT(ED):** The terms "Acceptance" and "Accepted" shall mean County's written approval, by way of an Acceptance Certificate, of the Fixed Price Per Deliverable (FP/D) or Time and Materials Per Deliverable (T&M/D) Services provided by Contractor under this Master Agreement where the applicable Work Order Statement of Work Acceptance Criteria has been successfully met.

2.2 **ACCEPTANCE CERTIFICATE:** The term “Acceptance Certificate” shall mean, and refer to, the document executed by the County as referenced in Paragraph 5.0 (Work Order Evaluation and Award Process) signifying Contractor’s successful completion of the applicable FP/D or T&M/D tasks, subtasks, milestones, deliverables, Services and other work in accordance with the requirements and timetables set forth in the executed Work Order Statement of Work, including the Acceptance Criteria, as amended by any fully executed Work Order Amendment(s) thereto.

2.3 **ACCEPTANCE CRITERIA:** The term "Acceptance Criteria" shall mean agreed upon objective standards by which the parties will verify that the Services and/or Deliverables meet or exceed the requirements for Initial Acceptance and Final Acceptance under the applicable Work Order Statement of Work, as amended by any fully executed Work Order Amendment(s) thereto, as specified in Paragraph 5.0 (Work Order Evaluation and Award Process)

2.4 **ACCEPTANCE DATE:** The term "Acceptance Date" shall mean the date on which County issues a written Acceptance Certificate as provided in the applicable FP/D or T&M/D Work Order.

2.5 **AMENDMENT:** The term "Amendment" shall mean an amendment duly executed by both County's authorized representative (or the County's Board of Supervisors if deemed appropriate by the County) and Contractor's authorized representative and effecting a change which materially affects the term of the Master Agreement, including extending the Master Agreement beyond the Initial Term, or any term or condition included in this Master Agreement.

2.6 **BUSINESS DAY(S):** The term "Business Day(s)", whether singular or plural, shall mean any day(s) of eight (8) working hours during a single day from 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, excluding County observed holidays.

2.7 **Board, Board of Supervisors, or BOS**: The terms used herein shall mean the County’s Board of Supervisors, County of Los Angeles, California

2.8 **CATEGORY(IES), SERVICE CATEGORY(IES), VESSMA SERVICE CATEGORY(IES):** The areas of technical specialization and the associated skills and experience described in Exhibit A (VESSMA Service Categories) which comprise the Services that the County will be soliciting from Qualified Contractors during the term of the Master Agreement. A Subcategory(ies) means a subset of technical specialization and the associated skills and experience associated with the applicable Category(ies). Any use of Category(ies) herein shall be interpreted to also include Subcategory(ies), collectively or singularly, as determined by the context of such use.

2.9 **CHANGE NOTICE:** The term “Change Notice” shall mean a change notice duly executed by the Contractor's authorized representative and the VESSMA Administrator, and effecting a change to the Master Agreement that does not materially affect the term of the Master Agreement or any term or condition included in the Master Agreement.

2.10 **CODE DEVELOPMENTS:** The term "Code Developments" shall mean any computer code or materials (other than Products or Pre-existing Work) developed by Contractor (alone or in collaboration with County) and provided to County in the course of performance of this Master Agreement under a fully executed FP/D or T&M/D Work Order. Code Developments do not include Contractor's generally available software which is made available to the County under a separate agreement.

2.11 **CONTRACTOR:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by RR/CC and are valid and in effect at the time of a given Work Order award. A Qualified Contractor shall become inactive if the insurance has lapsed or another mandatory requirement(s) have not been satisfied. The term "Contractor" may also be used to refer to a Qualified Contractor who has prevailed on an VESSMA Work Order Solicitation and is actively involved in providing Services, either directly or indirectly, under an active, duly executed VESSMA Work Order.

2.12 **CONTRACTOR PERSONNEL; CONSULTANT:** The individual(s) performing work on Work Order(s) on behalf of and under the exclusive control of the Contractor and includes Contractor's employees assigned to perform work on Work Order(s). As used herein, the terms Contractor Personnel and Consultant may be used interchangeably throughout this document.

2.13 **CONTRACTOR PROJECT DIRECTOR:** The individual designated by the Contractor whose responsibilities are set forth in Paragraph 14.1 (Contractor's Project Director). Refer to Exhibit D (Contractor's Administration), for designated Contractor Project Director).

2.14 **CONTRACTOR PROJECT MANAGER**: The individual designated by the Contractor whose responsibilities are set forth in Paragraph 14.2 (Contractor's Project Manager). Refer to Exhibit D (Contractor's Administration), for designated Contractor Project Manager(s).

2.15 **COUNTY:** The term used herein shall mean the County of Los Angeles or Department of Registrar-Recorder/County Clerk.

2.16 **COUNTY'S VESSMA ADMINISTRATOR; VESSMA ADMINISTRATOR**: The individual designated by the Director, RR/CC whose authority and responsibilities are set forth in Paragraph 13.2 (County's VESSMA Administrator). Refer to Exhibit C (County's Administration) for the designated County's VESSMA Administrator.

2.17 **COUNTY DATA**: Any County information, data, records, and information to which a Contractor has access or possession or that have otherwise been provided to a Contractor, whether or not intended under or for the purposes of the Master Agreement, 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 individual 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 Data 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 Government Code section 6254.4 and California Code of Regulations (CCR) section 19001.

For the further avoidance of doubt, County Data is not limited to proprietary or confidential information, and need not constitute trade secret information.

2.18 **COUNTY IP:** All Intellectual Property owned, or sufficiently licensed to, the County, including any Deliverables developed by Contractor for County and so designated in a Work Order.

2.19 **COUNTY’S WORK ORDER PROJECT MANAGER**: The individual designated as chief contact person whose responsibilities are set forth in Paragraph 13.3 (County's Work Order Project Manager). The County's Work Order Project Manager will be specified in each Work Order.

2.20 **DAY(S)**: The term "day(s)", whether singular or plural, capitalized or otherwise, shall mean calendar day(s) unless otherwise specified.

2.21 **DEFICIENCY(IES):** The term "Deficiency(ies)", whether singular or plural, shall mean and include material defect(s) in any of the work relating to design, development, materials and/or workmanship; error(s); material deviation(s) from the Documentation, other published and/or mutually agreed upon standards or any of the requirements or specifications set forth in this Master Agreement or in any Work Order issued hereunder; or any substantial nonconformance with related documentation or functional requirements which result in the Deliverables not meeting the Acceptance Criteria, if any, established in the applicable FP/D or T&M/D Work Order Statement of Work.

2.22 **DELIVERABLE(S**): The term "Deliverable(s)", whether singular or plural, shall mean (i) any literary works or other material or works of authorship that Contractor may deliver to County in providing Services under this Master Agreement under a fully executed FP/D or T&M/D Work Order, as amended by any fully executed Work Order Amendment(s) thereto; and (ii) Developed Work. Deliverable(s) do not include commercially available software, which may be provided under other agreements. All Deliverables shall be designated as County IP or Joint IP in each Work Order.

2.23 **DEPARTMENT:** The term used herein shall mean the Department of Registrar-Recorder/County Clerk.

2.24 **DEVELOPED WORK:** The term "Developed Work" shall mean Code Developments, plans, interfaces, charts, programs, program listings, documentation, documents, interfaces and reports (other than Products and Pre-Existing Work) which are originated or created through Contractor's provision of Services pursuant to this Master Agreement.

2.25 **DISPUTE RESOLUTION PROCEDURE:** The term "Dispute Resolution Procedure" shall mean the procedure for resolution of the disputes arising under this Master Agreement described in Paragraph 52.0 (Dispute Resolution Procedure).

2.26 **DOCUMENTATION:** The term "Documentation" shall mean any and all written and electronic publications relating to the Services, such as reference, user, installation, systems administrator and technical guides, delivered, or otherwise made available, by Contractor to County as part of its Services.

2.27 **EFFECTIVE DATE:** The term "Effective Date" shall mean the date of execution of this Master Agreement by authorized representative of Contractor and approval of this Master Agreement by County's Board of Supervisors.

2.28 **EXTENDED TERM(S):** The term "Extended Term(s)", whether singular or plural, shall have the meaning set forth in Paragraph 10.0 (Term of the Master Agreement).

2.29 **FINAL ACCEPTANCE:** The term "Final Acceptance" shall have the meaning set forth in Paragraph 7.0 (Work Order Acceptance) and/or the applicable FP/D or T&M/D Work Order.

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

2.31 **FIXED PRICE; FP/D:** A defined service, or set of services, performed by Contractor in response to a defined task, or set of tasks, at a specified fixed price, and delivered per a specific schedule.

2.32 **INITIAL ACCEPTANCE:** The term "Initial Acceptance" shall have the meaning set forth in Paragraph 7.0 (Work Order Acceptance) and/or the applicable FP/D or T&M/D Work Order.

2.33 **INITIAL TERM:** As used herein, the term "Initial Term" shall have the meaning set forth in Paragraph 10.0 (Term of the Master Agreement).

2.34 **INVOICE WITHHOLD:** County may withhold up to twenty percent (20%) of a Deliverable invoice as identified in the applicable Work Order and the total amount withheld from all Deliverable invoices will be paid upon County's Final Acceptance of the applicable Deliverable.

2.35 **JOINT IP:** Any Deliverables developed by Contractor in collaboration with County and so designated in a Work Order.

2.36 **MASTER AGREEMENT**: A County agreement executed between County and individual Contractors. The Master Agreement includes those documents described in Paragraph 1.0 (Applicable Documents) and sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.

2.37 **PRE-EXISTING WORK:** The term "Pre-existing Work" shall mean all intellectual property rights to and ownership rights of any computer codes, information, processes, procedures, and other materials (other than Products and Deliverables) developed or otherwise obtained by or for Contractor or Contractor's affiliates, or County, independently of this Master Agreement. Contractor shall identify its Pre-Existing Work, if any, in the applicable Work Order. If Contractor provides County with Pre-Existing Work, but inadvertently does not identify such Pre-Existing Work in the Work Order, such Pre-Existing Work shall remain the property of Contractor if Contractor is able to demonstrate such Pre-Existing Work existed prior to the effective date of the applicable Work Order.

2.38 **PRODUCT(S):** The term "Product(s)", whether singular or plural, shall mean any materials comprising commercially-released, pre-release or beta products (whether licensed for a fee or no charge) that Contractor makes available to County for license under a separate license agreement applicable to that Product as published by Contractor, its affiliates, or a third party, or pursuant to another duly executed agreement between the County and Contractor. To the extent Contractor enhances and/or modifies Contractor's licensed Product(s) during the performance of its Services and such enhancements or modifications are integrated into Contractor's licensed Product(s), Contractor may be designated the sole owner of all right, title and interest, to such enhancements or modifications and County shall have a non-exclusive, perpetual, royalty-free, irrevocable, worldwide, and enterprise-wide license to use, reproduce, alter, adapt and modify such enhancements and/or modifications for its business purposes. Where the Services include enhancements and/or modifications of the Contractor's licensed Product(s) such that Contractor intends to make a claim of ownership in accordance with the foregoing, the applicable Work Order shall so state and such claim of ownership shall be subject to agreement by the County in the applicable Work Order.

2.39 **QUALIFIED CONTRACTOR**: A Contractor who has submitted a Statement of Qualifications in response to County's Request for Statement of Qualifications (RFSQ); has met the minimum qualifications for one or more of the VESSMA Service Categories defined in Exhibit A (VESSMA Services Categories); and has executed this Master Agreement with County.

2.40 **REGISTRAR-RECORDER/COUNTY CLERK or RR/CC:** Department Head of the Department of Registrar-Recorder/County Clerk.

2.41 **REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)**: An open and continuous solicitation for enterprise information technology contractors.

2.42 **SERVICE(S):** The term "Service(s)", whether singular or plural, shall mean the services rendered by Contractor in accordance with this Master Agreement, which Services shall be described under a fully executed Work Order, as amended by any fully executed Work Order Amendment(s) thereto.

2.43 **STATE:** The State of California.

2.44 **STATEMENT OF QUALIFICATIONS (SOQ)**: A vendor's written description and proof of requisite experience that qualifies the vendor to provide Services in any of the VESSMA Categories.

2.45 **STATEMENT OF WORK (SOW)**: A written description of duties and/or tasks and deliverables desired by the County under a specific Work Order as amended by any fully executed Work Order Amendment(s) thereto. Statements of services shall be incorporated into each Work Order to be performed by the Contractor awarded the Work Order.

2.46 **TIME AND MATERIALS; T&M:** The defined service or set of services performed by Contractor in response to a defined task, or set of tasks on the basis of direct labor hours at the specified fixed and blended hourly rate set forth in each Work Order, that include wages, overhead, general and administrative expenses, travel and incidental expenses, and profit, and delivered per a specific schedule.

2.47 **TOTAL MAXIMUM AMOUNT:** The maximum monetary amount specified as payable to Contractor on a Work Order.

2.48 **VENDOR:** An organization/company submitting a bid/proposal in response to the County's solicitation for goods and/or services.

2.49 **VENDOR'S OVERALL QUALIFICATIONS:** All minimum qualifications specified in the Request for Statement of Qualifications (RFSQ), this Master Agreement and each applicable Work Order Solicitation (WOS) issued hereunder.

2.50 **WARRANTY PERIOD:** The term "Warranty Period" shall have the meaning set forth in Paragraph 9.0 (Work Order Warranty(ies)) and the applicable Work Order.

2.51 **WORK ORDER AMENDMENT:** The term "Work Order Amendment(s)" shall mean a work order amendment duly authorized under the terms of this Master Agreement against an open Work Order in accordance with Paragraph 15.3 (Work Order Amendments) with all applicable forms and attachments thereto.

2.52 **WORK ORDER**: Work Order, used interchangeably with executed Work Order, is a subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order shall result from bids solicited by way of a Work Order Solicitation and tendered to County, by Qualified Contractors. Unless otherwise specified in the Work Order Solicitation, the County shall select the most qualified bid responding to the requirements of the proposed Work Order based on the evaluation criteria set forth herein and in each Work Order Solicitation. No work shall be performed by Contractors except in accordance with validly bid and executed Work Orders.

2.53 **WORK ORDER SOLICITATION (WOS):** Competitive solicitation, structured on a Fixed Price Per Deliverable (FP/D) and/or Time & Materials Per Deliverable (T&M/D) basis, containing the Statement of Work, evaluation and selection criteria, and any other relevant information necessary for Qualified Contractors to bid on a Work Order. The Work Order Solicitation will be sent to the Qualified Contractors in the respective VESSMA Service Categories. The Work Order Solicitation may result in the award of a Work Order for the services identified in the Work Order Solicitation.

3.0 WORK

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

3.2 Work Orders shall generally conform to Exhibit B (Sample Work Order Solicitation). Each Work Order shall include an attached Statement of Work, which shall describe in detail the particular project and the work required for the performance thereof. If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or as amended by any fully executed Work Order Amendment(s) thereto, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

3.3 The Services are competitively bid among Qualified Contractors in specific VESSMA Service Categories on a project-by-project basis. The Master Agreement is for work performed for a project basis and not for staff augmentation and is not a vehicle to procure Products, materials and/or goods of any kind.

3.4 County may solicit bids or proposals for work encompassed within one or more of the VESSMA Service Categories set forth in Exhibit A (VESSMA Service Categories). The County will issue Work Order Solicitations and award Work Orders in accordance with this Paragraph 3.0. In response to such Work Order Solicitations, Qualified Contractors shall bid or propose qualified personnel to satisfy the County's stated requirements. For Work Order(s) awarded to Contractor under this Master Agreement, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work, pursuant to the provisions of this Master Agreement and in accordance with subsequent Work Order(s), as set forth herein.

3.5 No Qualified Contractor may submit a bid or proposal for any Work Order Solicitation for which it wrote, prepared or otherwise assisted the County in preparing such Work Order Solicitation.

4.0 WORK ORDER SOLICITATION PROCESS

4.1 County shall issue a Work Order Solicitation, via any electronic means, to all Qualified Contractors within the respective Service Category(s) on an as-needed basis.

4.2 The Work Order Solicitation will be either on a Fixed Price Per Deliverable (FP/D) and/or Time and Materials Per Deliverable (T&M/D) basis and shall contain a Statement of Work describing in detail the particular County project and the work that the selected Qualified Contractor will be required to perform

4.3 For any Work Order Solicitation, interested Qualified Contractors within the respective Service Category(s) shall:

1. Propose an individual candidate or a team of qualified candidates, whichever is specified in the Work Order Solicitation, for Fixed Price Per Deliverable (FP/D) or Time and Materials Per Deliverable (T&M/D) Work Order Solicitations. If the Work Order Solicitation requests a team of qualified Consultants, Contractor shall only be allowed to propose one (1) complete team of Consultants and/or subcontractor(s) pursuant to the Work Order Solicitation and the Statement of

Work, unless otherwise stated.

2. Submit a resume on Qualified Contractor's letterhead for the proposed individual or for each proposed team member; ensure name(s) on the resume(s) is(are) candidates' legal name as it appears on their social security card or any other government issued ID. Failure to submit resumes on company letterhead will result in the proposed candidate/proposed team member being disqualified without further consideration.
3. For Fixed Price Per Deliverable (FP/D) Work Order Solicitations, submit the Fixed Price Per Deliverable (FP/D) quotation as required in the Work Order Solicitation and the Statement of Work.
4. For Time and Materials Per Deliverable (T&M/D) Work Order Solicitations, submit the hourly rate(s) for each proposed candidate or a blended hourly rate for the team of candidates, together with a good faith or not-to-exceed estimate of hours to complete the work, as required in the Work Order Solicitations and the Statement of Work.
5. Submit any other requested information as set forth in the Work Order Solicitation and the Statement of Work.
6. Submit the required documentation, (collectively, the bid or proposal), to the County by the bid submission deadline, to the address, and in the delivery manner (e.g. electronic, etc.) set forth in the Work Order Solicitation.
7. Failure to submit the bid or proposal by the bid submission deadline to the appropriate destination as set forth in the Work Order Solicitation may immediately disqualify Contractor from further consideration for that particular Work Order.

4.4 The submission of, and responses to, questions may be allowed as specified in the Work Order Solicitation.

4.5 All candidates proposed by Contractor are subject to both a reference check and a background and security investigation by the County pursuant to Paragraph 14.6 (Background and Security Investigations).

5.0 WORK ORDER EVALUATION AND AWARD PROCESS

5.1 The evaluation methodology for every Work Order Solicitation may consist of four (4) components, each weighed and considered as set forth in the applicable Work Order Solicitation:

a. Cost;
b. Quality/Responsiveness of Proposal;
c. Candidate(s) Qualifications and Reference(s); and
d. Candidate(s) Interview(s)/Product Demonstration(s).

There may also be additional evaluation components specified in each Work Order Solicitation. Using this process, the County shall select the proposal that the County deems to be in the overall best interest of the County.

5.2 If required under the Work Order Solicitation, Contractors and/or the Contractor Personnel proposed by the Contractor, shall be available for an interview/demonstrations for the County within three (3) business days after notification to Contractor of the County's intent to interview. Failure to be available for an interview within this time frame may disqualify Contractor from further consideration for the subject Work Order.

5.3 Upon the completion of interviews, demonstrations and overall evaluations, the County will notify all Qualified Contractors who responded to the Work Order Solicitation of the County's intent to execute the Work Order with the highest overall rated Qualified Contractor. The prevailing Qualified Contractor shall be required to verify the availability of the Contractor Personnel proposed in the applicable Work Order Solicitation. Where any individual candidate(s) is no longer available, the prevailing Qualified Contractor may replace such individual candidate(s) with Contractor Personnel with equal or greater skill and background. Such replacement candidate(s) shall be subject to all the requirements of this Master Agreement and the applicable Work Order Solicitation, including, but not limited to, a reference check and a background and security investigation pursuant to Paragraph 14.6 (Background and Security Investigations).

5.4 Any Work Order Solicitation where the evaluation considers factors other than cost shall be subject to Exhibit K (Evaluation Process for Certain Work Order Solicitations).

5.5 Contractor Personnel selected for a Work Order must be available to meet with the County and/or commence work on the starting date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for replacement of Consultant from the particular Work Order as determined in the sole discretion of the VESSMA Administrator. In the event Contractor fails to meet the requirements set forth in this Paragraph 5.4 for three (3) incidents within a given County Fiscal Year, County may terminate this Master Agreement pursuant to Paragraph 60.3 (Termination for Default).

5.6 The County reserves the right, in its sole discretion, to cancel a Work Order Solicitation at any point in the solicitation process. At no time will Qualified Contractor be reimbursed for any cost associated with its participation in a canceled Work Order Solicitation.

5.7 Contractor acknowledges and agrees that County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Qualified Contractors under this Master Agreement.

5.8 VESSMA Administrator will prepare the VESSMA Work Order for execution, which shall include the Statement of Work (VESSMA Business Associate Agreement).

5.9 VESSMA Administrator will forward the Work Order packet to the prevailing Qualified Contractor who shall obtain all necessary and required signatures and other applicable attachments and return same to the VESSMA Administrator.

5.10 Once the signed Work Order and all required documents are returned by the Qualified Contractor to the VESSMA Administrator, the VESSMA Administrator shall forward same to the County Work Order Project Manager to secure his or her County department’s approval and signature.

5.11 Once the County Work Order Project Manager has secured all required signatures on the Work Order, he or she shall return the Work Order to the VESSMA Administrator for final review and execution.

5.12 Upon receipt of the signed Work Order from the County Work Order Project Manager, VESSMA Administrator shall review the Work Order for completeness and, when satisfied that all preliminary requirements have been met by the Qualified Contractor and County Work Order Project Manager, cause the Work Order to be officially executed by affixing his or her signature to the Work Order and returning executed copies to the department and the Qualified Contractor to commence work on such Work Order.

5.13 No work shall commence under the Work Order until the VESSMA Administrator has formally executed and issued the VESSMA Work Order.

6.0 WORK ORDER APPROVAL AND EXECUTION

All Work Orders issued under this Master Agreement shall be approved and executed as follows:

1. For Work Orders in an amount up to Three Hundred Thousand Dollars ($500,000), the Work Order shall be approved and executed by County's VESSMA Administrator.
2. For Work Order in an amount exceeding Three Hundred Thousand Dollars ($500,000), County's Work Order Project Manager shall provide written notice of such Work Order to County's Board of Supervisors. If County's VESSMA Administrator is informed by the County's Work Order Project Manager that no response or objection to such written notice has been received from County's Board of Supervisors within ten (10) business days from the date of providing such written notice, the Work Order shall be approved and executed by County's VESSMA Administrator.

Following approval and execution, the Work Order shall be issued to Contractor by County's VESSMA ADMINISTRATOR in accordance with the procedures set forth in Paragraph 5.0 (Work Order Evaluation and Award Process).

7.0 WORK ORDER ACCEPTANCE

7.1 Work Order Acceptance Criteria shall be as specifically set forth in the Work Order. County Work Order Project Manager shall issue an Acceptance Certificate with respect to any Deliverable or Service performed by Qualified Contractor in accordance with the Work Order Acceptance Criteria.

7.2 To the extent applicable, each Work Order will define what is meant by Initial Acceptance, Final Acceptance, Acceptance Criteria and the Warranty Period with respect to any Deliverable or Service performed by Contractor under Work Orders.

7.3 If no Acceptance Criteria are specified in the Work Order, Acceptance shall be deemed to occur upon performance of the Services and/or delivery of the Deliverables, in which case no Acceptance Certificate shall be necessary.

8.0 WORK ORDER TERMINATION

Notwithstanding anything to the contrary, all disputes with respect to either party's failure to perform or to fulfill its responsibilities under any Work Order are subject to Paragraph 52.0 (Dispute Resolution Procedure). In the event the parties following the Dispute Resolution Procedure fail to reach an agreement with respect to a Work Order and subject to each party's rights under Paragraph 52.0 (Dispute Resolution Procedure), at County's sole discretion, such Work Order may be terminated in part or whole by County for convenience. After such Work Order termination, Contractor shall:

1. Stop work under this Master Agreement on the agreed upon termination date;
2. Deliver to County all completed work and work in progress;
3. Complete performance of such part of the work as shall not have been terminated; and
4. Not invoice County for Services and/or Deliverables before such Services and/or Deliverables are provided, as Contractor shall not be entitled to any prepayment under this Master Agreement and where such termination is not for any default or breach by Contractor, County will pay to Contractor all sums due and payable to Contractor for Services properly performed through the effective date of such termination.

9.0 WORK ORDER WARRANTY(IES) AND UNIQUE TERMS

9.1 WORK ORDER WARRANTIES

1. For the purposes of this Paragraph 9.0 and the Master Agreement and as defined in a Work Order, the "Warranty Period" for any Deliverables provided and Services performed by Contractor pursuant to a Work Order shall have the meaning set forth in the applicable Work Order, including the Statement of Work. If no Warranty Period is specified in the Work Order, the Warranty Period shall be thirty (30) days from Final Acceptance of the Services and/or Deliverables. Contractor represents and warrants that during the Warranty Period all Services and Deliverables under this Master Agreement shall be without Deficiencies, and in accordance with the terms and conditions hereunder and applicable Acceptance Criteria set forth in the Work Order.
2. County must notify Contractor of any warranty Deficiencies within the Warranty Period. Contractor shall promptly correct any and all Deficiencies with the Deliverables and Services occurring during the Warranty Period in accordance with this Paragraph 9.0. The correction of all such Deficiencies shall be at no cost to the County during the Warranty Period.
3. In the event that Contractor is unable to cure any Deficiency within thirty (30) days from the date on which County notifies Contractor of, or Contractor otherwise learns of, such Deficiency, Contractor shall, at County's option, refund to County all fees paid by County for the Deliverables and/or Services County deems to be unusable.

9.2 In the event County reasonably finds that the Services do not meet the Work Order specifications as set forth in the applicable Work Order for such Services, County shall inform Contractor in writing how the Services are non-conforming. Such

corrective action may include re-performance of the non-conforming Services at no additional charge or refund to County of fees paid by the County for the Services.

9.3 FURTHER WARRANTIES

1. Contractor further represents, warrants, covenants and agrees that during the term of this Master Agreement:
   a. Contractor shall comply with the applicable specifications, requirements, standards, and representations set forth in the Master Agreement; and
   b. Contractor warrants that the Services will be performed using reasonable care and skill and in a professional, timely and workmanlike manner and otherwise in accordance with this Master Agreement and consistent with industry standard practices.
2. In performance of its Services under this Master Agreement, Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to, any of County's systems through any device, method or means including, without limitation, the use of any "virus," "lockup," "time bomb," "key lock," "worm," or "Trojan Horse" device or program, or disabling code, which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of, County's systems by County or users or which could alter, destroy, or inhibit the use of County's systems, or the data contained therein (collectively referred to as a "Disabling Device") which could block access to or prevent the use of County's systems by County or users. Contractor agrees that it has not intentionally placed, nor is it aware of, any Disabling Device intentionally placed by Contractor on County's systems in performance of its Services under this Master Agreement, nor shall Contractor knowingly permit any subsequent Services under this Master Agreement to cause placement of any Disabling Device on County's systems.
3. To the best of Contractor's knowledge, the Services and the Deliverables shall not contain defamatory or indecent matter, and County's permitted use of the Services and Deliverables will not infringe the intellectual property rights of any third party.

9.4 WARRANTY PASS-THROUGH

Contractor shall pass through to County to the fullest extent authorized, any applicable warranty or indemnity offered by any manufacturer of any third-party software product that forms a part of the Services and which are provided by Contractor under this Master Agreement.

9.5 WARRANTY DISCLAIMERS EXCEPT FOR THE EXPRESS WARRANTIES AND REPRESENTATIONS PROVIDED IN THIS MASTER AGREEMENT, ANY WORK ORDER EXECUTED HEREUNDER AND ANY UNDERLYING PRODUCT PURCHASE AGREEMENTS AND/OR PURCHASE ORDERS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY CONDITION, MERCHANTABILITY AND FITNESS

FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICES, DELIVERABLES OR ANY OTHER MATERIALS OR INFORMATION PROVIDED HEREUNDER.

9.6 UNIQUE TERMS

1. For services and work performed and deliverables provided under this Master Agreement in applicable VSAP Election Services and Support Master Agreement Service Categories, the following additional unique terms apply:

2. Ownership of Materials, Software and Copyright

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

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

   c. Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County’s Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material. Contractor may not incorporate any of its software into Custom Code delivered hereunder without the express prior written approval of the County and without conveying a fully-paid up royalty free, non-exclusive, license thereto to enable the County to fully enjoy and use said Contractor software incorporated into any Custom Code.

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

   e. Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.6(2)(d) 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 9.6(2)(c) or for any disclosure which the County is required to make under any state or federal law or order of court.

f. All the rights and obligations of this Paragraph 9.6(2) shall survive the expiration or termination of this Contract.

3. Patent, Copyright and Trade Secret Indemnification

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

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

- Procure for County all rights to continued use of the software; or
- Replace the software with a non-questioned item; or
- Modify software so that it is free of claims.

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

4. USE OF OPEN SOURCE SOFTWARE

a. Contractor may not use open source code or software in any work, including in Custom Code, provided under a Work Order without the prior written permission of the County. Contractor represents and warrants that the performance of any services, the delivery of any deliverables pursuant to any Work Order, or the use of Custom Code will not cause County to be in violation of any open source licenses or otherwise require the publication of any software or code pursuant to the terms of such open source licenses.

9.7 SOFTWARE WARRANTY

1. Contractor warrants all deliverables and Custom Code provided to the County under any Work Order is provided free from defects in material or workmanship under normal use and service throughout the term and for two years thereafter. Contractor further warrants that all Custom Code shall be free of illicit or harmful code, not contain hidden files or viruses, not replicate, transmit or activate themselves, not alter, damage or erase data or computer programs. All repair covered by this warranty must be done by Contractor, or other such warranty repair facilities of Contractor as designated by Contractor unless Contractor specifically directs that this service be performed at another location. Any defect found to be within this scope of the warranty

will be repaired by Contractor and all charges for labor and material, will be borne by Contractor. Contractor warrants that all Professional Services will be performed in a professional and workmanlike manner.

10.0 TERM OF MASTER AGREEMENT

10.1 INITIAL TERM

This Master Agreement shall go into effect for three (3) years upon the effective date following execution by the Director of the RR/CC or his or her designee, as authorized by the Board of Supervisors, and shall expire on, unless sooner terminated, in whole or in part, as provided herein.

10.2 RENEWAL OPTIONS

The County shall have the sole option to extend the Master Agreement for up to two (2) one-year terms (each an Extended Term). Each such option and extension shall be exercised at the sole discretion of the Director, RR/CC or his or her designee, as authorized by the Board of Supervisors.

10.3 MASTER AGREEMENT EXTENSION

Notwithstanding any other provision of this Paragraph 10.0, a Work Order executed prior to the expiration date of this Master Agreement may be executed with an expiration date up to one hundred eighty days (180) days past the expiration date of this Master Agreement in order to complete a critical project that may be in progress at the end of the Master Agreement term without interruption. Any such Work Order shall automatically extend this Master Agreement's expiration date up to the Work Order expiration date. Such extended Master Agreement expiration date shall only be applicable to such Work Order and shall not extend the expiration date for any other purposes whatsoever, including issuing new Work Orders and/or extending any other Work Order(s).

If the County authorizes the Contractor in writing to perform services on a given work order prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the work order expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given work order.

11.0 CONTRACT SUM

11.1. Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to an executed and satisfactorily performed Work Order. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated for the Services to County Departments by the Board of Supervisors in their approved budgets.

The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such maximum annual expenditures for the duration of the Master Agreement is the Contract Sum.

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

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

12.0 INVOICES AND PAYMENTS

12.1. For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor shall separately invoice County for each Work Order either:

(1) by Deliverable upon Acceptance of such Deliverable, if performed on a (Fixed Price Per Deliverable (FP/D) basis and/or (2) monthly, if performed on a Time and Materials Per Deliverable (T&M/D)) basis.

12.2. County will pay Contractor's invoices only for Services authorized under fully executed Work Orders and in accordance with the Work Order requirements. Payment for all work shall be on either a Time and Materials Per Deliverable (T&M/D) basis or a Fixed Price Per Deliverable (FP/D) basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Paragraph 48.0 (Liquidated Damages). County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, administrative or miscellaneous expenses, etc. County shall never pre-pay for any Services and no Work Order shall be subject to pre-payment. Contractor will submit an invoice only after performance of the Services covered by the respective invoice.

12.3. Contractor shall be responsible for monitoring and controlling the number of hours worked by Contractor Personnel assigned to each Time and Materials Per Deliverable (T&M/D) Work Orders. In the case of Fixed Price Per Deliverable (FP/D) Work Orders, Contractor shall be responsible for monitoring and controlling the tasks and deliverables as specified in the Work Orders. Contractor shall ensure that Contractor Personnel do not work beyond a Work Order expiration date. Contractor shall ensure that the billable work on a Work Order does not exceed the Total Maximum Amount as set forth in each Work Order. Further, Contractor shall ensure that Contractor Personnel who perform work on a Work Order are specified in that Work Order.

12.4. Fees for Services listed in a Work Order are exclusive of taxes unless otherwise stated in the respective Work Order. Such taxes, if any, shall be itemized in the applicable invoices. Contractor shall be liable and responsible for payment of any and

all taxes arising from and/or applying to any and all tasks, deliverables, goods, services, and/or others work performed on Work Orders under this Master Agreement except for sales taxes due to the State of California, if any, for software updates on tangible media. Contractor shall invoice the County for such taxes as part of Contractor's deliverable billing, and Contractor shall pay such taxes collected in this manner to the State of California.

12.5. The parties understand that California does not presently impose a State value-added, sales/use, or similar tax on services. In the event such taxes are imposed by California in the future with respect to this Master Agreement, the amounts set forth in the invoices submitted by Contractor shall include applicable California and other state and local sales/use taxes itemized on all Services procured by County pursuant to or otherwise due as a result of this Master Agreement. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority. Contractor shall be solely liable and responsible for any and all California and other state and local sales/use taxes billed by Contractor to County and paid by County to Contractor in accordance with this Master Agreement. In the event Contractor fails to pay such California or any other state or local sales/use tax and such taxes have been paid by County to Contractor, Contractor shall reimburse County for any and all California or any other state or local sales/use tax amounts paid by County as a result of such failure.

12.6. Contractor shall be solely responsible for all taxes based on Contractor’s income or gross revenue, or personal property taxes levied or assessed on Contractor’s personal property to which County does not hold title.

12.7. All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Work Order Project Manager, or his or her designee, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

12.8. Invoices under this Master Agreement shall be submitted to the bill-to address(es) set forth in the applicable Work Order.

12.9. Notwithstanding any other provision of this Master Agreement, and in addition to any other rights of County given by law or provided in this Master Agreement, County may upon written notice to Contractor, withhold all payments for a Work Order while Contractor is not providing Services under and in accordance with the Work Order or is otherwise in default hereunder.

12.10. The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order. Each invoice submitted by Contractor shall specify:

1. County issued Work Order number;
2. Contractor's Master Agreement number;
3. Period of performance of work being invoiced;
4. Name(s) of Consultant who performed the work;
5. In the case of a Time and Materials Per Deliverable Work Order, number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work

Order;

6. A brief description of the Deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), date of written notification of receipt of Services by County's Work Order Project Manager, and the individual amount being billed for each Deliverable, including:
   a. Entry for any applicable Invoice Withhold amounts stated in the respective Work Order for payments claimed or reversals thereof;
   b. Entry for any applicable credits due County under the terms of this Master Agreement or reversals thereof; and
7. The total amount of the invoice.

12.11. If no payment terms are specified in the Work Order, the payment terms for any undisputed invoice are thirty (30) calendar days after receipt. Certified Local LSBEs will receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

12.12. In the event discrepancies are found during the invoice review as provided in Paragraph 12.7 above, County's Work Order Project Manager, or his/her designee, will notify Contractor of such discrepancies and submit a list of disputed charges as soon as practicable, but no later than within thirty (30) days from the receipt of such disputed invoice by County.

Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges as soon as practicable, but no later than within fifteen (15) days of receipt of County's notice of discrepancies and disputed charges. "Discrepancies" as used in this Paragraph 12.12 shall mean, but it not limited to, the details on the invoice or the receiving report which do not conform to the applicable Work Order.

12.13. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

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 shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor Controller (A-C).
2. The Contractor shall 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.
3. Any provision of law, grant, or funding agreement requiring a specific form of method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

4. At any time during the duration of the Master Agreement, 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), shall decide whether to approve exemption requests.

13.0 COUNTY ADMINISTRATION OF MASTER AGREEMENT

County's administrative personnel are listed in Exhibit C (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses of County's administration specified in Exhibit C (County's Administration).

13.1 DEPARTMENT HEAD, RR/CC

The Department Head, RR/CC or his or her designee, shall have the authority to execute new Master Agreements with vendors that have met the qualifications in one or more VESSMA Service Categories and have been selected to become a Qualified Contractor, and terminate Master Agreements in accordance with Paragraph 60.0 (Termination of Master Agreement).

13.2 COUNTY'S VESSMA ADMINISTRATOR

1. County's VESSMA Administrator, or his or her designee, is responsible for the administration of this Master Agreement ensuring that Contractors arein compliance with the terms and conditions of this Master Agreement and that the objectives of this Master Agreement are met.
2. The County's VESSMA Administrator has the authority to negotiate and recommend all changes to this Master Agreement; approve and execute Work Order Solicitations, Addenda, Work Orders, and Work Order Amendments (in accordance with Paragraph 15.3 (Work Order Amendments); add/or delete VESSMA Service Categories in accordance with Paragraph 15.0 (Amendments and Change Notices), maintain and update all records related hereto; and resolve disputes between RR/CC and/or County Departments and the Contractor.
3. The County's VESSMA Administrator is the County's chief contact person with respect to the day-to-day administration of this Master Agreement and will generally be the first person for Contractor to contact with any questions.
4. The County's VESSMA Administrator has the authority to review, determine and approve all Contractor requests to subcontract in accordance with Paragraph 59.0 (Subcontracting).

13.3 COUNTY'S WORK ORDER PROJECT MANAGER

1. The Work Order Project Manager will be responsible for ensuring that the technical standards and task requirements specified in each Work Order are complementary to each other and shall provide on request any information, coordination, documentation, and/or materials as may be reasonably required by Contractor to perform Work Orders;

a. Coordinating and monitoring the work of Contractor Personnel assigned to the Work Order Project Manager's specific projects, and for

b. Monitoring, evaluating and reporting Contractor performance and progress on the Work Order;

c. Coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's Personnel on each particular project; and

d. Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

2. County's Work Order Project Managers are not authorized to make any changes in Work Order rates, dollar totals, periods of performance, or in the terms and conditions of the Work Order or this Master Agreement, except through formally prepared Work Order Amendments executed by the County's VESSMA Administrator as set forth in Paragraph 15.3 (Work Order Amendments).

14.0 CONTRACTOR ADMINISTRATION OF MASTER AGREEMENT

Contractor's administrative personnel are listed in Exhibit D (Contractor's Administration). The Contractor shall notify the County, in writing, of any change in the names or addresses of Contractor's administration specified in Exhibit D (Contractor's Administration) and shall submit a revised Exhibit D (Contractor's Administration).

Contractor shall notify the County of any changes to Exhibit D (Contractor's Administration) in accordance with Paragraph 53.0 (Notices) and shall submit a revised Exhibit D (Contractor's Administration) to the County. Such revised Exhibit D (Contractor's Administration) shall be incorporated into the Master Agreement by this reference.

Contractor's administrative personnel listed in Exhibit D (Contractor's Administration) and all Contractor Personnel shall be W-2 employees of the Contractor. All subcontractor personnel shall be W-2 employees of the subcontractor.

14.1 CONTRACTOR'S PROJECT DIRECTOR

1. Contractor's Project Director is designated in Exhibit D (Contractor's Administration).

2. Contractor's Project Director shall be responsible for Contractor's administration of this Master Agreement and shall coordinate with County's VESSMA Administrator, or his or her designee, with respect to all administrative matters.

14.2 CONTRACTOR'S PROJECT MANAGER

1. Contractor's Project Manager is designated in Exhibit D (Contractor's Administration).

2. Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Work Order Project Managers on a regular basis with respect to all active Work Orders.

14.3 CONTRACTOR'S AUTHORIZED OFFICIALS

1. Contractor's Authorized Official(s) are designated in Exhibit D (Contractor's Administration).
2. Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

14.4 APPROVAL OF CONTRACTOR PERSONNEL

1. County has the absolute and ongoing right to approve or disapprove all of Contractor Personnel performing work hereunder and any proposed changes in Contractor Personnel, including, but not limited to, Contractor's Project Manager and Contractor's Project Director.
2. In fulfillment of its responsibilities under this Master Agreement, Contractor shall utilize, and permit utilization of, only staff trained and experienced at appropriate industry standard levels, meet County requirements and, as appropriate, licensed or certified in the technology, trades, tasks, subtasks Deliverables and Services required by this Master Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.
3. Subsequent to approval, and at the County's sole discretion, County may disapprove Contractor Personnel and may require the replacement of such personnel with reasonable justification as determined by County. Reasonable justification may include, but is not limited to, change in project priorities, scope, or cost, change in County policies, need for fewer or different personnel, personnel difficulties, performance difficulties, perceived or actual conflicts of interest, or other perceived or actual ethical, legal, or non-legal difficulties. Where a replacement request will result in a delay of Contractor's performance, Contractor shall give County notice of such possible delay within three (3) business days of the receipt of the request for replacement. Thereafter, the parties, acting in good faith, shall consider extending the performance dates in the applicable Work Order; provided, however, the County will not consent to any extensions where the replacement request is due to change in County Board of Supervisors' policies, conflicts of interest, or ethical or legal difficulties.
4. Contractor shall not replace, remove, or reassign, any Contractor Personnel who have been approved by County and assigned to a Work Order without the prior written approval by County's Work Order Project Manager. The only allowed exceptions to this provision are instances of serious illness, death, employment termination, and other such causes beyond Contractor's control.
5. If Contractor desires, or is obliged, to replace, remove, or reassign any Contractor Personnel from a Work Order, Contractor shall furnish County's Work Order Project Manager with a written notice of such intention within three (3) business days of Contractor's determination to take such action. In no event shall Contractor proceed with a discretionary replacement, removal, or reassignment without the advance prior written approval of County's Work Order Project Manager, notwithstanding the exceptions set forth in this Paragraph 14.4.

6. In the event that the County approves Contractor to proceed with a replacement of Contractor Personnel for a Work Order, Contractor shall provide the County with the following:
    a. Within five (5) business days, propose an equally qualified replacement(s) who meets the minimum qualifications specified in the Work Order.
    b. Resume of the proposed replacement(s) on Contractor's letterhead.
    c. An opportunity to interview the proposed replacement(s).
    d. Proposed replacement(s) whose hourly rate(s) shall not be greater than the hourly rate(s) specified in the Work Order.
    e. In the event that Contractor is unable to find a replacement(s), the County will terminate the Work Order and may rebid the entire solicitation to all current Qualified Contractors in the respective Service Category(ies).
7. All County approved replacement(s) will be effectuated by way of a Work Order Amendment as set forth in Paragraph 15.3 (Work Order Amendments).
8. Work Orders issued under this Master Agreement are contracts with Qualified Contractors, not with specific individuals. Therefore, individuals transferring from one Qualified Contractor to another Qualified Contractor during the course of a Work Order, may not under any circumstance, transfer the Work Order(s) with the Consultant. In the event that Contractor loses personnel assigned to a Work Order, Contractor shall adhere to the personnel replacement process set forth in this Paragraph 14.4.
9. Contractor Personnel who travel to a single location for more than one year or who are assigned to a project in a location other than their normal work location may be subject to increased U.S. federal, state and local taxes. Where possible, Contractor will manage the length of these assignments to mitigate such personnel being subject to increased tax liabilities and will inform the County in advance when project personnel will be removed from the project site under this paragraph. Notwithstanding the foregoing, Contractor will not remove specified personnel if, prior to their being assigned to the project site for more than one year, County agrees in writing to reimburse Contractor for the amounts payable to its personnel to cover the excess tax liability resulting from their being assigned to the project site for more than one year. Contractor's gross-up of employee compensation is intended to take into account the excess tax liability which may include federal, state, and local taxes. Application of tax law affecting Contractor Personnel will be determined by Contractor.

14.5 CONTRACTOR PERSONNEL IDENTIFICATION

1. All of Contractor Personnel assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.
2. Contractor shall be responsible for ensuring that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor Personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

3. Contractor shall notify the County within one (1) business day when Contractor Personnel is terminated from a Work Order(s) issued under this Master Agreement. Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
4. If County requests the removal of Contractor Personnel, Contractor shall retrieve and return the employee's County ID badge to the County on the next business day after the employee has been removed from working on a Work Order(s) issued under this Master Agreement.

14.6 BACKGROUND AND SECURITY INVESTIGATIONS

1. Background and security investigations of Contractor's staff are required as a condition of beginning and continuing work under resulting Master Agreement. Contractor shall be responsible for the ongoing implementation and monitoring of sub-paragraphs 14.6.1 through 14.6.8.

2. Each of Contractor's staff performing services under this Master Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. 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. If identified by County as being required for certain Services, additional background investigation(s) may be required. Due to the coronavirus COVID-19 pandemic, County may also require the Background Check to include verification of COVID-19 vaccination status and/or testing of Contractor's staff. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

3. No personnel 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 employee for this service is approved in writing by the County.

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

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

6. Disqualification of any member of Contractor's staff pursuant to this sub-paragraph 14.6 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7. No Contractor or Subcontractor staff providing services under this Master Agreement shall be on active probation or parole.

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.

14.7 CONFIDENTIALITY AND SECURITY

1. Contractor shall protect the security and maintain the confidentiality of all records, materials, documents, data, and/or other information received, obtained and/or produced under the provisions of this Master Agreement (collectively, County Confidential Information) in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating toconfidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information. Upon written notice from County to Contractor, regarding non-compliance by Contractor with applicable laws, rules, regulations, ordinances, directives, guidelines, policies and/or procedures, Contractor shall have up to fifteen (15) calendar days to correct any noncompliance and provide a written response to County regarding compliance. The County shall determine, in its sole discretion, whether the Contractor has complied with the provisions of this Paragraph. Nothing in this Paragraph shall in any way limit the County's rights and remedies under this Agreement or as provided by law, including the County's rights to terminate the Master Agreement and any Work Order issued hereunder, in part or in whole, the County's rights to assess or recover liquidated damages, or the County's rights to be indemnified by Contractor. Contractor shall not disclose to any person or entity any information identifying, characterizing, or relating to any trait, feature, function, risk, threat, vulnerability, weakness, or problem regarding any data or system security in County's computer system(s) nor any safeguard, counter-measure, contingency plan, policy, or procedure for any data or system security contemplated or implemented by County, without County's prior written approval.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 14.7, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 14.7 shall be conducted by Contractor and performed by counsel selected by Contractorand approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate

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

3. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
4. Contractor shall sign and adhere to the provisions of Exhibit F (Forms Required for Each Work Order Before Work Begins).
5. Contractor shall ensure that only those employees and/or non-employees required to perform the Services covered by this Master Agreement have access to County Confidential Information. All records, materials, documents, and/or other information of any kind obtained from County and all reports developed by Contractor and/or its subcontractors under this Master Agreement are confidential to and are solely the property of the County.
6. Contractor shall take the steps necessary to ensure that confidential records, materials, documents, data, and/or other information of any kind obtained from County shall not be copied or reproduced by any method without the express, written approval of the County's Work Order Project Manager.
7. Contractor acknowledges that a breach by Contractor of this Paragraph 14.7 may result in irreparable injury to County that may not be adequately compensated by monetary damages, and that, in addition to County's other rights under this Paragraph 14.7 and at law and in equity, County shall have the right to seek injunctive relief to enforce the provisions of this Paragraph 14.7.
8. In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor Personnel) for disclosure of any County Confidential Information, Contractor shall promptly notify County's VESSMA Administrator. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and fully cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

15.0 AMENDMENTS AND CHANGE NOTICES

15.1 AMENDMENTS TO MASTER AGREEMENT

1. BOARD OF SUPERVISORS/CHIEF EXECUTIVE OFFICE CHANGES

   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 Master Agreement during the term of this Master Agreement. 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 orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Department Head, RR/CC or his or her designee.

2. MASTER AGREEMENT AMENDMENTS

a. In accordance with Paragraph 16.0 (Assignment and Delegation), any assumption, assignment, delegation, company name change or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, company name change or any other mechanism, under the Master Agreement, shall be done pursuant to an Amendment to the Master Agreement that is prepared by County and executed by the Contractor and the Department Head, RR/CC or his or her designee. Such Amendment will be prepared only after County has granted its prior written approval.

b. Notwithstanding any other provisions of this Paragraph 15.1, for any change which affects the scope of work, term, payments, any condition, or any rights or obligations of this Master Agreement, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Department Head, RR/CC or his or her designee.

c. Extensions of Term – The Department Head, RR/CC or his designee may, at his sole discretion, authorize the County's VESSMA Administrator to extend this Master Agreement in accordance with Paragraph 10.0 (Term of Master Agreement). The Contractor agrees that such extensions of the term shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of the term, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and the Department Head, RR/CC or his or her designee.

d. Addition/Deletion of VESSMA Service Categories – Throughout the term of this Master Agreement the County's VESSMA Administrator or his or her designee may, at his or her sole discretion, add to or delete from the VESSMA Service Categories set forth in Exhibit A (VESSMA Service Categories). To add or delete VESSMA Service Categories, a Change Notice to the Master Agreement will be prepared by County and executed by the Contractor and the Department Head, RR/CC or his or her designee.

15.2 CHANGE NOTICES TO MASTER AGREEMENT

Notwithstanding any other provisions of this Paragraph 15.0 (Amendments and Change Notices), for any change which does not affect the scope of work, term, payments, any condition or any rights or obligations of this Master Agreement, a Change Notice shall be prepared by County and executed by the Contractor and the County's VESSMA Administrator or his or her designee.

15.3 WORK ORDER AMENDMENTS

15.3.1 For any Work Orders issued under this Master Agreement, changes that affect the Statement of Work, hourly rates, Total Maximum Amount, deliverable prices, changes extending the period of performance of any Work Order, and/or changes substituting or modifying the assignment of Contractor Personnel, a Work Order Amendment shall be prepared and executed by the Contractor and the County's VESSMA Administrator or his or her designee.

15.3.2 Once executed, Work Orders may only be amended at the sole discretion of the Director, RR/CC.

15.3.3 Amendments to Work Orders may only occur prior to the Work Order's expiration date (no retroactive amendments will be permitted).

15.3.4 Amendments to Work Orders will not be permitted if the desired amendment substantively alters the initial Statement of Work to such an extent as to have rendered the initial solicitation process as unfair to other vendors who participated in the solicitation. Such determination shall be solely within the discretion of the Director, RR/CC.

15.3.5 To commence the Work Order Amendment process, the County's Work Order Project Manager and the Contractor shall meet and agree upon the need and justification for a Work Order Amendment. Once both parties agree, the County Work Order Project Manager and Contractor shall prepare an Amendment to the original Work Order and submit the Amendment to the VESSMA Administrator for approval:

15.3.6 Upon receipt of the above documents, VESSMA Administrator shall:

a. Determine whether or not a Work Order Amendment is permissible under the VESSMA;

b. Determine whether or not the supporting documentation submitted by the County's Project Manager and Contractor justify a Work Order Amendment;

c. Inform the County Work Order Project Manager if the desired Work Order Amendment was found to be permissible and justified; and

d. If approved, sign and return the Work Order Amendment to the County's Work Order Project Manager;

Said signed approval of the Work Order Amendment by the VESSMA Administrator and all supporting documentation shall collectively constitute the executed Work Order Amendment.

15.3.7 No work on the Work Order Amendment shall commence until such time as the VESSMA Administrator has formally executed and issued the Work Order Amendment.

16.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

16.1 The contractor shall 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.

16.2 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a

written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.

16.3 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

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

17.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of this Master Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Master Agreement, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

18.0 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Master Agreement 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 Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

19.0 PROPRIETARY CONSIDERATIONS

19.1 PRE-EXISTING WORK

Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. During the performance of the Services in any Work Order, each party grants to the other part (and Contractor's contractors and County's contractors and other agents, as necessary) a temporary, non-exclusive, paid-up license to use, execute, reproduce, display and perform, any of its Pre-existing Work provided to the other party solely for the performance of such Services during the term of this Master Agreement. To the extent any Contractor Pre-existing Work is incorporated into any Deliverables, Contractor grants County a non-exclusive, perpetual, irrevocable, fully paid-up license to use, reproduce and modify (if applicable) Contractor's Pre-existing Work in the form delivered to County as part of the Deliverables, provided that the Contractor Pre-existing Work is not used, copied or distributed separately from the Deliverables by County.

19.2 RIGHTS TO DELIVERABLES

1. COUNTY IP. County shall be the sole owner of all right, title and interest, including copyright, in and to all Deliverables designated as County IP in the applicable Work Order. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Contractor's right, title and interest in and to such County IP, including any copyright, patent and trade secret rights which arise pursuant to Contractor's provision of the applicable Services under this Master Agreement. Contractor shall affix the following notice to all County IP in the form of documentary and software items originated pursuant to this Master Agreement: "© Copyright, (such date as may be appropriate, i.e. 2016, etc.), County of Los Angeles. All rights Reserved." Contractor shall affix such notice: (1) at the beginning and at the end of any and all source code, such that on storage media and on printouts the notice appears with or near the title of each program; (2) continuously on all sign-on display screens; (3) on the title or inside cover page of all system, user, and technical documentation; and (4) as otherwise may be directed by County.

2. JOINT IP. Upon payment in full, Contractor grants County joint ownership of any Deliverables designated as Joint IP in the applicable Work Order. Joint ownership means that each party has the right to independently exercise any and all rights of ownership now known or hereafter created or recognized, including without limitation the rights to use, reproduce, modify and distribute the Joint IP for any purpose, without the need for further authorization to exercise any such rights or any obligation of accounting or payment of royalties. County agrees to exercise its joint ownership rights for its business operations only and County will not resell Joint IP to any third party. Each party shall be the sole owner of any modifications that it makes to Joint IP. County business operations shall include use of Joint IP by all governmental entities (including agencies and cities) located within the Los Angeles County political/geographic borders for such entities' own internal business operations. Such other entities are prohibited from any other use and assignment, and County shall state those prohibitions in writing to such other entities to which County makes any assignment or permits any use.

3. TOOLS. Contractor shall retain sole and exclusive ownership rights in and to any tools or scripting applications developed or created by Contractor during the performance of Services hereunder (collectively, "Tools"). To the extent the Deliverables includes any Tools and/or County requires use of such Tools to permit County to use the Deliverables, Contractor shall be deemed to have granted County a nonexclusive, perpetual, royalty- free, irrevocable, worldwide, and enterprise-wide license to use, reproduce, alter, adapt, modify and display such Tools to permit County to receive the full benefit of the use of the Deliverables, including exercising any rights granted to it in Subparagraphs 19.2(1) and 19.2(2), provided that such Tools are not used, copied or distributed separately from the Deliverables by County.

4. RESIDUALS. Nothing in Paragraph 14.7 (Confidentiality and Security) of this Master Agreement shall preclude Contractor from using any general information, ideas, concepts, know-how, techniques, programming routines and subroutines, methodologies, processes, skills, or expertise (collectively, "Residual Information") which Contractor's employees or subcontractors retain in their unaided memory

and derive from the performance of Services hereunder, and which are no more than skillful variations of general processes known to the computer data processing and/or information technology industries, provided, however, that Contractor does not breachits confidentiality obligations hereunder. This use does not grant Contractor any rights under the County's copyright and patent rights and does not require the payment of royalties or a separate license.

19.3 NO PRODUCT PROVIDED

No Product shall be provided through or licensed under this Master Agreement.

20.0 INTENTIONALLY OMITTED

21.0 COMPLIANCE WITH APPLICABLE LAW

21.1 In the performance of this Master Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreementare hereby incorporated herein by reference. Contractor shall have up to fifteen (15) calendardays to correct any noncompliance with County rules, regulations, ordinances, guidelines anddirectives following written notice from County to Contractor, including written copies of suchapplicable rules, regulations, ordinances, guidelines and/or directives.

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, andexpenses, 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 reasonable judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 21.2 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

22.0 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 shall,on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with

Exhibit E (Contractor's EEO Certification).

23.0 COMPLIANCE WITH COUNTY PROCEDURES

Contractor agrees to comply with County's security and safety rules, policies and procedures (in this Paragraph 23.0, "procedures") while performing Services on County's site, provided that such procedures do not violate any State, local, or Federal laws (including privacy laws); that such procedures are expressly applicable to Contractor's provision of Services at the site at which Contactor is performing Services under this Master Agreement; that County makes available to each Contractor Personnel performing Services at County's site prior to commencement of such Services; that such procedures do not modify or amend the terms and conditions of the Master Agreement, and that County provides Contractor with any training regarding the procedures as reasonably requested by Contractor.

24.0 ARM'S LENGTH NEGOTIATIONS

This Master Agreement is the product of arm's length negotiations between Contractor and County. Consequently, each party has had the opportunity to receive advice from independent counsel of its own choosing. This Master Agreement is to be interpreted fairly as between the parties and not strictly construed as against either party.

25.0 CONFLICT OF INTEREST

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

25.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 25.0 shall be a material breach of this Master Agreement.

26.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

26.1 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 Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

26.2 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 this Master Agreement, 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.

26.3 NON-RESPONSIBLE CONTRACTOR

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

26.4 CONTRACTOR HEARING BOARD

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

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented.

   The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the

was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

26.5 SUBCONTRACTORS OF CONTRACTOR

These terms shall also apply to Subcontractors of County Contractors.

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

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

27.2 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.

28.0 CONTRACTOR'S WARRANTY AGAINST CONTINGENT FEES

28.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement 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.

28.2 Intentionally Omitted

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

29.0 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will monitor the Contractor's performance under this Master Agreement on not less than an annual basis or as-needed. Such monitoring will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of this Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors ("Board") and listed in the appropriate contractor performance data base. 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 Master Agreement or impose other penalties as specified in this Master Agreement. The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

30.0 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform Services hereunder and only for the performance of such Services, County may elect, subject to County's administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County's VESSMA Administrator and the applicable Department's Chief Information Officer or Information Technology Manager at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service in such office space for use only for purposes of this Master Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

31.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees and agents, may be granted access to County facilities, subject to Contractor's prior notification to County's VESSMA Administrator and the applicable Department's Chief Information Officer or Information Technology Manager, for the purpose of executing Contractor's obligations hereunder. Access to County facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County's VESSMA Administrator and the applicable Department's Chief Information Officer or Information Technology Manager, which approval will not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor Personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County's VESSMA Administrator and the applicable Department's Chief Information Officer or Information Technology Manager.

32.0 PHYSICAL ALTERATIONS OF COUNTY FACILITIES

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County's VESSMA Administrator and the applicable Department's Chief Information Office or Information Technology Manager.

33.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

33.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or, without limitation of all County's other rights and remedies provided by law or under this Master Agreement, County may deduct such costs from any amounts due Contractor from County under this Master Agreement.

34.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Contractor shall use best efforts to ensure that no Contractor Personnel shall perform Services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair his physical or mental performance.

35.0 MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL AT FACILITY

Contractor cannot assign Contractor Personnel under the age of eighteen (18) to perform work under this Master Agreement. All Contractor Personnel working at County facilities must be able to communicate in English.

36.0 EMPLOYMENT ELIGIBILITY VERIFICATION

36.1 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 Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

36.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

37.0 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile and other electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments, Work Order Amendments, and Change Notices prepared pursuant to Paragraph 15.0 (Amendments and Change Notices), and Work Orders prepared and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to

Amendments, Work Order Amendments, Change Notices, and Work Orders to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

38.0 FAIR LABOR STANDARDS

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

39.0 FORCE MAJEURE

39.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, 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, or (c) a party's financial inability to perform its obligations hereunder, or (d) the coronavirus COVID-19 pandemic.

39.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

39.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use 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.

40.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Master Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor’s

or its Subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing the Services on-site, such staff members may perform any or all of the Services remotely.

41.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

42.0 INDEPENDENT CONTRACTOR STATUS

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

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

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

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

42.4 Contractor shall adhere to the provisions stated in Paragraph 14.7 (Confidentiality and Security).

43.0 INTELLECTUAL PROPERTY INDEMNIFICATION

43.1 Contractor represents and warrants that, as of the Effective Date, (a) Contractor has the full power and authority to grant the rights granted by this Master Agreement to County, (b) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect, (c) County is entitled to use the Deliverables provided by Contractor under this Master Agreement, including any open- source or freeware or any other software provided and utilized by Contractor for provision of such Services, without interruption of system use or business operations, subject only to County's payment obligations under this Master Agreement, (d) this Master Agreement, the Services and/or the Deliverable(s) are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors, (e) during the term of this Master Agreement, Contractor shall not subordinate this

Master Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the Deliverable(s) and/or Services (or any part thereof) in accordance with this Master Agreement.

43.2 Contractor shall indemnify, hold harmless and defend the County Indemnitees, as defined below, from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from any claims made by a third party for or by reason of any actual or alleged infringement of any third party's U.S. patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to this Master Agreement and/or the operation and utilization of the Deliverables, and/or any other products of the Services provided under this Master Agreement (Infringement Claim). Notwithstanding the foregoing, Contractor shall have no indemnity obligation for Infringement Claims arising from: (a) the development of custom software code required by County and based on specifications provided by County and where Contractor has advised County of potential infringement in writing; (b) County's failure to implement an update, change or enhancement to an item provided by Contractor, provided that Contractor provides the change, update or enhancement at no additional charge to County and provides County with written notice that implementing the change, update or enhancement would avoid the infringement; (c) the combination of the subject of the Infringement Claim with third party products and/or services, where the claim arises from the combination. County shall inform Contractor as soon as practicable of any Infringement Claim and shall support Contractor's defense and settlement thereof. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.

43.3 In the event any Deliverable and/or any other product of the Services under this Master Agreement (Indemnified Item(s)) 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, Contractor, at its sole expense, and providing that County's continued use of such Indemnified Item is not materially impeded, shall either:

1. Procure for County all rights to continued use of the questioned Indemnified Item; or
2. Replace the Indemnified Item with a non-questioned item; or
3. Modify the questioned Indemnified Item so that it is free of claims.

If none of these options is reasonably available to Contractor, the County shall cease using the Indemnified Item and Contractor shall refund all fees paid by County to Contractor for such Indemnified Item.

43.4 Due to the type and nature of Services requested in this Master Agreement, the Contractor's obligations as set forth in this Paragraph 43.0 (Intellectual Property Indemnification) may be adjusted by County in each Work Order Solicitation; provided, however any such adjustment shall only expand or increase the Contractor's obligations as set forth in the applicable Work Order Solicitation and any terms in any resultant Work Order which limit, relieve or decrease the Contractor's obligations with respect to this Paragraph 43.0 (Intellectual Property Indemnification) shall be void and of no effect.

44.0 CONTRACTOR ACTS AND/OR OMISSIONS INDEMNIFICATION

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

44.2 Contractor shall pay all costs, damages, and attorneys' fees that a court finally awards or that are included in a settlement approved by Contractor, provided that County provides Contractor with prompt written notice of any such claim.

44.3 Contractor has sole control over the defense of the claims, and County shall provide reasonable cooperation in the Contractor's defense and any related settlement negotiations. Any legal defense shall be conducted by Contractor and counsel of its choice. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at County's sole cost and expense.

44.4 In the event Contractor fails to provide County with a full and adequate defense, as County determines, County shall be entitled to retain its own counsel and receive reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission on behalf of County without the County's prior written approval.

44.5 Due to the type and nature of Services requested in this Master Agreement, the Contractor's obligations as set forth in this Paragraph 44.0 (Contractor Acts And/Or Omissions Indemnification) may be adjusted by County in each Work Order Solicitation; provided, however any such adjustment shall only expand or increase the Contractor's obligations as set forth in the applicable Work Order Solicitation and any terms in any resultant Work Order which limit, relieve or decrease the Contractor's obligations with respect to this Paragraph 44.0 (Contractor Acts And/Or Omissions Indemnification) shall be void and of no effect.

45.0 LIMITATION OF LIABILITY

45.1 Except as set forth herein, any monetary liability of Contractor to County with respect to each Work Order shall be limited to the amount of damages up to and including one and one half times the Total Maximum Amount of the applicable Work Order, or the insurance limits required in Paragraph 47.0 (Insurance Coverage), whichever is greater. Except as to cover costs set forth in Paragraph 60.3 (Termination for Default), and Contractor's breach of the paragraphs set forth in Paragraph 45.4, Contractor or County shall not be liable to the other for any special, incidental, indirect, or exemplary damages, or for any economic consequential damages (including lost profits or savings), even if the other party is informed of their possibility.

45.2 Nothing in this Paragraph 45.0 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with Paragraph 48.0 (Liquidated Damages) and the requirements of the applicable Work Order.

45.3 Nothing in this Paragraph 45.0 shall limit Contractor's liability for personal injury and/or property damage caused by Contractor's negligent, tortious, and/or unlawful acts and/or omissions.

45.4 Any monetary liability of Contractor arising from Contractor's obligations to County under Paragraph 21.0 (Compliance with Applicable Law), Paragraph 36.0 (Employment Eligibility Verification), Paragraph 38.0 (Fair Labor Standards), Paragraph 43.0 (Intellectual Property Indemnification), Paragraph 44.0 (Contractor Acts And/Or Omissions Indemnification), Paragraph 46.0 (General Provision for all Insurance Coverage), Paragraph 14.7 (Confidentiality and Security) and Paragraph 59.0 (Subcontracting) shall be limited to the amount of damages set forth on Exhibit L (VESSMA Risk Schedule).

45.5 The remedies specified in Paragraph 9.0 (Work Order Warranty(ies)) are the sole and exclusive remedies provided for breach of the warranties set forth in Paragraph 9.1 (Work Order Warranty(ies).

45.6 The remedies set forth in this Paragraph 45.0 (Limitation of Liability) are not exclusive, and their application shall not be construed as a waiver of any other remedy provided by law or as set forth in this Master Agreement.

45.7 Due to the type and nature of Services requested in this Master Agreement, the limitations of liability set forth in this Paragraph 45.0 (Limitation of Liability) may be adjusted by County in each Work Order Solicitation; provided, however any such adjustment shall only expand or increase the Contractor's obligations as set forth in the applicable Work Order Solicitation and any terms in any resultant Work Order which limit, relieve or decrease the Contractor's obligations with respect to this Paragraph 45.0 (Limitation of Liability) shall be void and of no effect.

46.0 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraphs 46.0 and 47.0 (Insurance Coverage) of this Master Agreement. 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 Master Agreement. 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 Master Agreement.

46.1 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY

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

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

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

3. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name and/or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars ($50,000), and list any County required endorsement forms.

4. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions. Certificates and copies of any required endorsements shall be sent to the VESSMA Administrator, listed in Exhibit C (County's Administration), Attention: VESSMA Insurance.

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

46.2 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

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

46.3 CANCELLATION OF OR CHANGES IN INSURANCE

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

Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement in accordance with Paragraph 60.0 (Termination of Master Agreement).

46.4 FAILURE TO MAINTAIN INSURANCE

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement in accordance with Paragraph 60.3 (Termination for Default). 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.

46.5 INSURER FINANCIAL RATINGS

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

46.6 CONTRACTOR'S INSURANCE SHALL BE PRIMARY

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

46.7 WAIVERS OF SUBROGATION

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s) rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The foregoing shall not apply to Contractor's Professional Liability Insurance. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

46.8 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

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

46.9 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRS)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

46.10 CLAIMS MADE COVERAGE

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

46.11 APPLICATION OF EXCESS LIABILITY COVERAGE

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

46.12 SEPARATION OF INSUREDS

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

46.13 ALTERNATIVE RISK FINANCING PROGRAMS

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

46.14 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

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

47.0 INSURANCE COVERAGE

Due to the types and nature of the products and services requested in this Master Agreement, the limits and types of insurance may be adjusted in each Work Order Solicitation.

47.1 COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

47.2 AUTOMOBILE LIABILITY INSURANCE

Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability out of Contractor's use of autos pursuant to this Master Agreement,

including owned, leased, hired, and/or non-owned autos, as each may be applicable.

47.3 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than ten (10) days advance written notice of cancellation for non-payment of premium and thirty (30) days advance written notice for any other cancellation or policy change of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

47.4 TECHNOLOGY ERRORS & OMISSIONS INSURANCE

Technology Errors & Omissions insurance naming County and its Agents as an additional insured, and including coverage 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) systems integration (4) systems design, consulting, development and modification (5) data entry, modification, verification, retrieval or preparation of data output, and any other services provided by the vendor with limits of $10 million.

47.5 CYBER LIABILITY INSURANCE

The Contractor shall secure and maintain cyber liability insurance coverage with limits of not less than $10 million per occurrence and in the aggregate during the term of the Master Agreement, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Master Agreement. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/ restriction for unencrypted portable devices/media may be on the policy.

47.6 PROPERTY COVERAGE INSURANCE

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO

policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

47.7 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

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

48.0 LIQUIDATED DAMAGES

48.1 If, in the judgment of the Department Head, RR/CC or his or her designee, acting reasonably, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, upon the provision of written notice of such noncompliance to the Contractor and the Contractor's failure to cure any such noncompliance within ten (10) days, the Department Head, RR/CC or his or her designee, at his or her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire payment due and payable or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, RR/CC or his designee, in a written notice describing the reasons for said action.

48.2 If the Department Head, RR/CC or his or her designee, acting reasonably, determines that there are material deficiencies in the performance of a Work Order that the Director, RR/CC or his or her designee, deems are correctable by the Contractor over a certain time span, the Director, RR/CC or his or her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, RR/CC or his or her designee may:

1. Deduct from the Contractor's payment, pro rata, those applicable portions of the Total Maximum Amount for the applicable Work Order; and/or
2. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. The parties agree that the amount of the liquidated damages for each Work Order shall be limited to the Total Maximum Amount of the applicable Work Order. Said amount shall be deducted from the County's payment to the Contractor; and/or
3. 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 workforce or separate private contractor, will be deducted and

forfeited from the payment to the Contractor from the County, as determined by the County.

4. The action noted in this Paragraph 48.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

5. This Paragraph 48.0 (Liquidated Damages) shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or this Paragraph 48.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

49.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

49.2 Contractor shall certify to, and comply with, the provisions of Exhibit E (Contractor's EEO Certification).

49.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

49.4 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.

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

49.6 Contractor shall allow County representatives access to the Contractor's employment records applicable to the Services provided hereunder during regular business hours to verify compliance with the provisions of this Paragraph 49.0 (Nondiscrimination and Affirmative Action) when so requested by the County. County shall endeavor to provide at least seven days' written notice of any such verification and shall not unduly interfere with Contractor's operations in conducting its review. County's access to such records shall be subject to applicable laws and any employment records shall be kept confidential to the extent required by law.

49.7 If the County finds that any provisions of this Paragraph 49.0 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti- discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

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

50.0 NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict County from acquiring similar, equal or like Services from other entities or sources.

51.0 NOTICE OF DELAYS

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

52.0 DISPUTE RESOLUTION PROCEDURE

52.1 Contractor and County agree to act promptly to mutually resolve any disputes which may arise with respect to this Master Agreement. All such disputes shall be subject to the provisions of this Paragraph 52.0 (collectively, "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.

52.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which either party, in its reasonable discretion, determines should be delayed as a result of such dispute and as necessary to resolve such dispute. If Contractor fails to continue without delay its performance hereunder which County, in its reasonable discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs.

52.3 Contractor shall notify the County Work Order Project Manager of any dispute between the County and the Contractor regarding the performance of services of a Work Order as stated in this Master Agreement. If the County Work Order Project Manager is not able to resolve the dispute within a reasonable time not to exceed ten (10) business days from the date of submission of the dispute, the County's VESSMA Administrator, or his or her designee, shall resolve the dispute. If the County's

VESSMA Administrator, or his or her designee, is not able to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute, the Department Head, RR/CC or his or her designee, shall resolve the dispute. The Department Head, RR/CC or his or her designee shall attempt to resolve the dispute within ten (10) days from the date of submission of the dispute; provided, however, the foregoing time to resolution may be extended by the mutual agreement of the parties.

52.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Master Agreement and/or its rights and remedies as provided by law.

52.5 In the event a Dispute Resolution Procedure under this Paragraph 52.0 (collectively, "Dispute Resolution Procedure") is invoked due to either party's failure to perform or fulfill its obligations under a Work Order hereunder (hereinafter in this Paragraph 52.0 (collectively, "Dispute Resolution Procedure") "Work Order Non-Performance"), and Contractor continues without delay its performance under such Work Order in accordance with Paragraph 52.2 above, then, should the Dispute Resolution be resolved in favor of Contractor, County and Contractor shall agree upon the cost of the party's such continued performance resulting from the Work Order Non-Performance. If it is found that Contractor did suffer cost for continuing to perform that resulted from the Work Order Non-Performance, then the parties will execute a Work Order Amendment in accordance with Paragraph 15.3 (Work Order Amendments) for adjusting the Work Order amount by the agreed upon cost to Contractor.

52.6 All disputes utilizing this Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three levels described in this Paragraph 52.0 (collectively, "Dispute Resolution Procedure"), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

52.7 Notwithstanding any other provision of this Master Agreement, County's right to terminate this Master Agreement pursuant to Paragraph 60.2 (Termination for Convenience), Paragraph 60.3 (Termination for Default), Paragraph 60.4 (Termination for Improper Consideration), Paragraph 60.5 (Termination for Insolvency), or any other termination provision hereunder, and a party's right to seek injunctive relief to enforce the provisions of Paragraph 19.0 (Proprietary Considerations) and Paragraph 14.7 (Confidentiality and Security), shall not be subject to this Dispute Resolution Procedure.

53.0 NOTICES

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

54.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of each Work Order and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

55.0 PUBLIC RECORDS ACT

55.1 Any documents submitted by Contractor, all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 57.0 (Record Retention and Inspection/Audit Settlement) of this Master Agreement, as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and may be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County will use reasonable means to ensure that Contractor's "proprietary" and/or "confidential" items are safeguarded and held in confidence. 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 Contractor.

The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a courtof competent jurisdiction.

55.2 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 an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defendand indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

56.0 PUBLICITY

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

1. Contractor shall develop all publicity material in a professional manner; and
2. During the term of this Master Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's VESSMA Administrator or his or her designee. The County shall not unreasonably withhold written consent.

56.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County,

provided that the requirements of this Paragraph 56.0 (Publicity) shall apply.

57.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

57.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location; provided, however, the foregoing payment obligation shall not apply if Contractor can provide all such material to County via electronic means, obviating the need for travel.

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

57.3 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 57.0 shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

57.4 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

58.0 RECYCLED BOND PAPER

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

59.0 SUBCONTRACTING

59.1 The requirements of this Master Agreement may be subcontracted for any Work Order solely with the advance written 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 Master Agreement.

59.2 If the Contractor desires to subcontract for Work Orders, the Contractor shall provide the following information promptly at the County's request:

1. A comprehensive description of the work to be performed by the subcontractor at the time of bid submission when responding to a Work Order Solicitation;
2. A draft copy of the proposed subcontract (private and proprietary information may be redacted); and
3. Other pertinent information and/or certifications requested by the County.

59.3 Contractor shall indemnify and hold harmless County under and in accordance with Paragraph 44.0 (Contractor Acts And/Or Omissions Indemnification) with respect to the activities of eachand every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor Personnel.

59.4 Contractor shall remain fully responsible for all performances required of it under this Master Agreement and any resultant Work Order(s), including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

59.5 County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. Contractor is responsible to notify its subcontractors of this County right prior to subcontractors commencing performance under this Master Agreement.

59.6 County's VESSMA Administrator is authorized to act for and on behalf of the County with respectto approval of any subcontract and subcontractor employees. County's VESSMA Administratorwill review Contractor's request to subcontract and determine, in its reasonable discretion,whether or not to consent to such request on a case-by-case basis.

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

59.8 Contractor shall obtain an executed Exhibit F (Forms Required for Each Work Order Before Work Begins) for each subcontractor approved to perform work under this Master Agreement; and certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Contractor shall ensure delivery of all such documents to VESSMA Administrator as listed in Exhibit C (County's Administration) before any

subcontractor employee may perform any work hereunder.

60.0 TERMINATION OF MASTER AGREEMENT

60.1 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 75.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 60.3 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

60.2 TERMINATION FOR CONVENIENCE

1. County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent.
2. Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:
    a. Stop work under the Work Order or under this Master Agreement, as identified in such notice;
    b. To the extent applicable, transfer title, and deliver to County all completed work and work in process; and
    c. Complete performance of such part of the work as shall not have been terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with Paragraph 57.0 (Record Retention and Inspection/Audit Settlement).

60.3 TERMINATION FOR DEFAULT

1. County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of Department Head, RR/CC, or his or her designee:
    a. Contractor has materially breached this Master Agreement;
    b. Contractor fails to maintain insurance pursuant to Paragraph 46.0 (General Provisions for All Insurance Coverage).
    c. Contractor fails to make Contractor Personnel available by the Work Order start date on three (3) separate occasions pursuant to Paragraph 5.0 (Work

Order Evaluation and Award Process).

d. Contractor fails to provide the required forms to County completed and prior to commencing on a Work Order pursuant to Paragraph 5.0 (Work Order Evaluation and Award Process).

e. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or

f. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement 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.

2. If no cure period is specified in County's notice of termination for default pursuant to this Paragraph 60.3, Contractor shall have fifteen (15) days to cure prior to termination provided that nothing in this Paragraph 60.3(2) shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor, as otherwise set forth in this Master Agreement. Notwithstanding the foregoing, the County shall have the right to immediately terminate this Master Agreement for default where the Contractor has breached its confidentiality obligations.

3. In the event that the County terminates this Master Agreement in whole or in part as provided in this Paragraph 60.3, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services (collectively, "Cover Costs"). The County agrees that the amount of the Cover Costs for each Work Order shall be limited to the Total Maximum Amount of the applicable Work Order. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.

4. Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in this Paragraph 60.3 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other

sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 60.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

5. If, after the County has given notice of termination under the provisions of this Paragraph 60.3, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 60.3, or that the default was excusable under the provisions of this Paragraph 60.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 60.2 (Termination for Convenience).
6. The rights and remedies of the County provided in this Paragraph 60.3 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

60.4 TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor- Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

60.5 TERMINATION FOR INSOLVENCY

1. The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
    a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
    b. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
    c. The appointment of a Receiver or Trustee for the Contractor; or
    d. The execution by the Contractor of a general assignment for the benefit of creditors.

2. The rights and remedies of the County provided in this Paragraph 60.5 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

60.6 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall 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 shall constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

60.7 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

60.8 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

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

60.9 EFFECT OF TERMINATION

1. In the event County terminates this Contract in whole or in part as provided hereunder or upon the expiration of the Contract, as applicable, then, unless otherwise specified by County in writing:

    a. Contractor shall continue the performance of this Contract to the extent not terminated.

    b. Contractor shall cease to perform the Services being terminated on the date and to the extent specified in such notice and provide to County all completed Services and/or Deliverables and Services and/or Deliverables in progress, in a media reasonably requested by County, if applicable.

    c. Where such termination is not for any default or breach by Contractor, County will pay to Contractor all sums due and payable to Contractor for Services

properly performed through the effective date of such expiration or termination.

d. Contractor shall return to County, all monies paid in advance by County, yet unearned by Contractor, including any prepaid fees, no later than thirty (30) days after the date of County's termination of any (or all) of the Work Order(s) under this Contract and/or the Contract, whether such termination is for convenience or any default or breach hereunder.

e. Contractor shall promptly return to County any and all of the County's Confidential Information that relates to the portion of the Contract or Services terminated by County in a media reasonably requested by County.

2. Expiration or termination of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

61.0 Intentionally Omitted

62.0 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

62.1 JURY SERVICE PROGRAM

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

62.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (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.

2. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full- time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-months period are not considered full-time for purposes of the Jury Service Program. If

Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the sub- contract agreement.

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

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

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

Should the Contractor require additional or replacement personnel after the Effective Date of this Master Agreement to perform the Services set forth herein, the Contractor shall give consideration for such employment openings within the County 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 Master Agreement. The County will refer such employees to the Contractor.

64.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

64.1 Should the Contractor require additional or replacement personnel after the Effective Date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

64.2 In the event that both laid-off County employees and GAIN/GROW participants are

available for hiring, County employees shall be given first priority.

65.0 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

65.1 This Master Agreement, subsequent Work Order Solicitations, and resultant Work Order(s), if any, are subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

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

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

65.4 If Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement and/or Work Order(s) to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the work order amount and what the County's costs would have been if the Work Order had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Work Order; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State of California and the Department of Consumer and Business Affairs of this information prior to responding to a Work Order Solicitation or accepting a Work Order award.

66.0 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

66.1 This Master Agreement, subsequent Work Order Solicitations, and resultant Work Order(s), if any, are subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

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

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

66.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement and/or Work Order(s) to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the work order amount and what the County's costs would have been if the Work Order had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Work Order; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Master Agreement, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

67.0 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

67.1 This Master Agreement, subsequent Work Order Solicitations and resultant Work Orders, if any, are subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

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

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

67.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement or Work Order(s) to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Work Order amount and what the County's costs would have been if the work order had been properly awarded;
2. In addition to the amount described in subdivision 1, be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Work Order; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a Work Order Solicitation or accepting a Work Order award.

68.0 TIME OFF FOR VOTING

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

69.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Master Agreement all licenses, permits, registrations, accreditations and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, which are required for Contractor to perform Services under this Master Agreement. Contractor shall further ensure that all of its officers, employees, agents and Subcontractors who perform Services hereunder, shall obtain and maintain in effect during the term of this Master Agreement all licenses, permits, registrations, accreditations and certificates which are required for their performance hereunder. Upon County's request, a copy of each such license, permit, registration, accreditation and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, in duplicate, to the Department Head, RR/CC listed in Exhibit C (County's Administration).

70.0 USE OF FEDERAL FUNDS

If any Federal funds are to be used to pay portion for any of Contractor's work under this Master Agreement, the County shall notify Contractor in writing in advance of issuing the respective Work Order for such Services and give Contractor the opportunity to review all certification and disclosure requirements prescribed by Section 319 of Public law 101-121 (31 United States Code Section 1352) and any implementing regulations so that Contractor can determine whether to accept such Federally funded Work Order. If such Work Order is accepted, Contractor shall ensure that each of its subcontractors receiving funds provided under this Master Agreement also fully complies with all such certification and disclosure requirements.

71.0 FEDERAL ACCESS TO RECORDS

If, and to the extent that Section 1861(v)(1)(i) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a period of three (3) years following the furnishing of Services under the respective Work Order, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs Contractor charged for the Services provided thereunder. Furthermore, if Contractor carries out any of the Services provided

hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

72.0 DATA DESTRUCTION

If Contractor maintains, processes, or stores County's data and/or information, implied or expressed, Contractor shall have the sole responsibility to certify that the data and information has 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 that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable. Contractor shall certify that any County Data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Contractor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County Data was destroyed and is unusable, unreadable, and/or undecipherable.

73.0 INFORMATION SECURITY

73.1 SYSTEM SECURITY

Contractor shall provide all work utilizing security technologies and techniques in accordance with Contractor's standard practices and applicable County security policies, procedures and requirements provided by County to Contractor as set forth in the applicable Work Order, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks. Without limiting the generality of the foregoing and should the applicable Work Order so specify, Contractor shall implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies designed to prevent the introduction of any Disabling Device described in Paragraph 9.0 (Work Order Warranty(ies)) into any County system.

73.2 DATA SECURITY

County is responsible for (i) any data and the content of any database that County makes available to Contractor in connection with a Work Order under this Master Agreement, (ii) the selection and implementation of procedures and controls regarding access, security, encryption, use and transmission of such data, and (iii) backup and recovery of such database and any stored data.

Contractor's responsibilities regarding such data or database, including any

confidentiality and security obligations, that are specified in the Work Order applicable to the particular transaction shall govern and supersede the provisions of this Paragraph 73.0 (Information Security). Contractor hereby acknowledges the right of privacy of all individuals as to whom there exists any County Data. Contractor shall protect, secure and keep confidential all County Data in compliance with applicable security and privacy laws at the federal, state and local levels specified in the Work Order, including without limitation applicable industry standards for the protection and safeguarding of confidential data. Further, Contractor shall take all reasonable actions necessary or advisable as specified in the Work Order, for the protection of all system data in its possession, custody or control from loss or damage from malicious intent or unauthorized access. Contractor shall not use any system data for any purpose or reason other than to fulfill its obligations under this Master Agreement.

73.3 SECURITY INCIDENT

A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304. Contractor shall make an immediate telephonic report, and subsequently via written letter to the County's VESSMA administrator, upon discovery of any non-permitted use or disclosure of County Confidential Information or Security Incident to (562) 940-3335 that minimally includes:

a. A brief description of what happened, including the date of the non-permitted use or disclosure or Security Incident and the date of discovery of the non-permitted use or disclosure or Security Incident if known;

b. The number of Individuals whose Confidential Information is involved;

c. A description of the specific type of information involved in the non-permitted use or disclosure or Security Incident Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved); and

d. The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted use or disclosure of County Confidential Information or Security Incident.

73.4 DISABLING DEVICE REMEDIES

If any materials developed and provided by Contractor introduce a Disabling Device into County's system environment as a direct result of Contractor's failure to use virus detection software or take such other measures as specified in the applicable Work Order, then Contractor's sole obligation and County's exclusive remedy is that Contractor will use commercially reasonable efforts to assist County in installing a replacement copy of the materials, and, if the Disabling Device causes a loss of data in County's system, to assist County in restoring to County's system backed-up data provided by County. Contractor's time for these efforts arising from Contractor's material breach will not be billable to County. The provisions of this Paragraph 73.0 (Information Security) shall survive the expiration of termination of this Master Agreement.

73.5 DATA ENCRYPTION REQUIREMENTS

Contractor and Subcontractors that electronically transmit or store County personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California

Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act (HIPAA) of 1996 and implementing regulations. MI is defined in California Civil Code Section56.05(j).

a. Stored Data. Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1:General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for KeyManagement – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

b. Transmitted Data. All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-SpecificKey Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

c. Certification. The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate, and such reports shall be subject to audit in accordancewith the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 73.5 (Data Encryption Requirements) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

74.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federalincome tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

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

75.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement 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.

75.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement

maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

76.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

77.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees and shall 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 I (Safely Surrendered Baby Law) of this Master Agreement. Additional information is available at www.babysafela.org.

78.0 CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings used in this Master Agreement are for convenience only and are not a part of this Master Agreement and shall not be used in construing this Master Agreement.

79.0 VALIDITY AND SEVERABILITY

79.1 VALIDITY

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

79.2 SEVERABILITY

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Master Agreement, if practicable, and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

79.3 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 79.3 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

80.0 SURVIVAL

In addition any provisions of this Master Agreement which specifically state that they will survive the termination or expiration of this Master Agreement and any rights and obligations under this Master Agreement which by their nature should survive, the following Paragraphs and Paragraphs shall survive any termination or expiration of this Master Agreement: Paragraph 2.0 (Definitions), Paragraph 14.7 (Confidentiality and Security), Paragraph 19.0 (Proprietary Considerations), Paragraph 41.0 (Governing Law, Jurisdiction, and Venue), Paragraph 42.0 (Independent Contractor Status), Paragraph 43.0 (Intellectual Property Indemnification), Paragraph 44.0 (Contractors Acts And/Or Omissions Indemnification), Paragraph 45.0 (Limitation of Liability), Paragraph 46.10 (Claims Made Coverage), Paragraph 55.0 (Public Records Act), Paragraph 57.0 (Record Retention and Inspection/Audit Settlement), Paragraph 60.9 (Effect of Termination), Paragraph 71.0 (Federal Access to Records), Paragraph 72.0 (Data Destruction), Paragraph 73.0 (Information Security), Paragraph 80.0 (Survival) and each and every (Contractor Acknowledgment, Confidentiality, and Copyright Assignment Agreement).

81.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

The 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 shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Master Agreement. 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 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

82.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

The Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Master Agreement may constitute a material

breach of Contract. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement.

83.0 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 CPOE.

The contractor, its employees and subcontractors acknowledge and certify receive 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.

84.0 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 shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

85.0 COVID-19 PROVISION

While at the workplace, Contractor employees shall be subject to all applicable public health orders, mandates, statutes, rules, regulations, protocols, policies and procedures required by Federal, state, and local authorities, or by the Department. This includes, without limitation, all applicable public health orders, mandates, statutes, rules, regulations, protocols, policies and procedures required by Federal, state, and local officials and authorities, or by the Department or County in response to the novel coronavirus COVID-19 pandemic, which could include providing proof of COVID-19 vaccination and/or COVID-19 testing.

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 applicable state and federal safety requirements, including Cal/OSHA standards. Contractor shall ensure that its employees have the necessary face coverings and personal protection equipment (PPE) to safely perform work duties and prevent the spread of COVID-19.

These terms shall also apply to Subcontractor employees of the Contractor.

AUTHORIZATION OF VOTING SOLUTIONS FOR ALL PEOPLE ENHANCEMENT AND SUPPORT SERVICES MASTER AGREEMENT (VESSMA)

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Registrar-Recorder/County Clerk or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 20__.

COUNTY OF LOS ANGELES	CONTRACTOR
_____	_____
DEAN C. LOGAN Registrar-Recorder/County Clerk	Name
	_____
	Title
	_____
	Tax Identification Number

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By _____
Deputy County Counsel

APPENDIX D
EXHIBITS TO VESSMA MASTER AGREEMENT

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VESSMA SERVICE CATEGORIES

VESSMA Service Categories	Location to provide services
CATEGORY 1: Vote Center Deployment Services	Must be in LA County
CATEGORY 2: Election Operations Management and Planning Services	Anywhere in the US
CATEGORY 3: Vote Center Network Support (NOC)	Anywhere in the US
CATEGORY 4: Election Cybersecurity Services (SOC)	Anywhere in the United States of America. International only upon the prior express written approval of the County.
CATEGORY 5: VSAP Tally (Tally) AND VSAP Ballot Layout (VBL) Enhancements	Anywhere in the US
CATEGORY 6: Election Support Services	
A. Election Contact Center and Field Support Technician (FST) services.	Must be in LA County
B. Election Service Management Platform Support services	Anywhere in the US
C. Election Worker Management Platform Support services	Anywhere in the US
D. Election Cloud-Based Contact Center Support services	Anywhere in the US
E. VSAP Open-Source management services	Anywhere in the US
CATEGORY 7: BMD/BMG Enhancement & Maintenance	Anywhere in the US
CATEGORY 8: Infrastructure Support Services	Anywhere in the US
CATEGORY 9: Voter Education and Outreach Communication Campaign Services	Anywhere in the US

The VSAP Election Services and Support Master Agreement (VESSMA) is designed to be a master agreement utilizing a work order structure to engage vendor or consulting companies to provide critical election support services in the areas of operations management network support, load testing, cybersecurity, tally and VBL enhancements, education and outreach, and other election support services.

It is the vendor or consulting company's responsibility to carefully review the entire set of work order documents to provide a responsible bid.

The nine (9) Service Categories (as listed above) are an initial set of categories available for the Registrar-Recorder/County Clerk (RR/CC) to utilize. The Request for Statement of Qualifications (RFSQ) that will result in the issuance of individual Master Agreements to each Qualified Contractor will be "Open-Continuously" throughout the life of the VESSMA, allowing the RR/CC to augment the existing categories and/or to develop new categories as new technologies become relevant or as new County departmental needs arise. This will also allow vendor and consulting companies to submit Statements of Qualifications (SOQs) for new and existing Service Categories at any time during the effective period of the VESSMA.

For definitions of terms, please refer to the Definitions section in Appendix D, Attachment 1.

For any of the nine (9) categories described herein, the following Los Angeles County Code restriction applies:

Note that vendors that perform or have performed requirements analysis and assist or have assisted County departments in preparing an RFP, Statement of Requirements, or Statement of Work pursuant to a Work Order will be precluded from bidding or submitting proposals or responding to the resultant solicitation.

Board policy 5.090 Consultant Independence Link:

https://library.municode.com/ca/la_county__bos/codes/board_policy?nodeId=CH5COPU_5.090COIN

CATEGORY 1: VOTE CENTER DEPLOYMENT SERVICES

This service category includes coordination of the entire transportation and deployment of materials and equipment to the specified number of indoor and outdoor Vote Centers (VCs) and Election Worker training sites for a given election cycle.

Activities include, but not limited to:

a. Coordination with RR/CC and vendors.
b. Materials and equipment, staging, and logistics planning in the RR/CC facilities.
c. Creation of Vote Center and Election Worker training site distribution process and schedule.
d. Facilitation, tracking, and completion of setup and breakdown activities for all Vote Centers and Election Worker training sites prior to the start of the scheduled election.
e. Coordination and completion of equipment device swaps as determined by County-established thresholds throughout the election voting period.

MINIMUM QUALIFICATIONS FOR CATEGORY 1

To qualify for the Service Category, interested Vendors shall submit a Vendor Qualifications SOQ Form 2, provided in Appendix A (Required Statement of Qualifications (SOQ) Forms) describing:

i. Overall qualifications and experience in performing the services described in this Service Category;

ii. A minimum of one (1) reference engagement within the most recent three (3) years. The referenced engagement shall demonstrate experience and qualifications in election equipment deployment logistics planning, transportation, and setup for a county, state, or federal U.S. election that established 500 or more voting locations during a single election.

iii. For each referenced engagement or project, Vendor shall:
- Describe the election size (number of Vote Centers and amount of equipment), type of supplies and equipment deployed, number of days allowed for set/up and breakdown, and jurisdiction for the county, state, and/or federal government.
- Describe the logistics planning, deployment, and setup approach.
- Describe how the vendor's services adhere to federal and state code compliance as applicable.

iv. Location to provide services: Must be in Los Angeles County.

CATEGORY 2: ELECTION OPERATIONS MANAGEMENT AND PLANNING SERVICES

This service category includes IT support operations management, elections operations management, change management, quality assurance, independent validation and verification, training, and risk management as it relates to election support operations. These services should be based on industry practice standards, including any relevant Election Code and the Project Management Institute (PMI), to:

a. Develop and manage election support project plans.
b. Manage resources required to execute project plans and complete tasks and deliverables.
c. Review and track completion of defined tasks and deliverables.
d. Develop and implement operations support programs.
e. Develop and implement governance, quality assurance, independent validation and verification, and risk management plans for election projects.
f. Manage and track resolution of project issues and risks.

MINIMUM QUALIFICATIONS FOR CATEGORY 2

To qualify for the Service Category, interested Vendors shall submit a Vendor Qualifications, SOQ Form 2, provided in Appendix A (Required Statement of Qualifications (SOQ) Forms) describing:

i. Overall qualifications and experience in performing the services described in this Service Category; and

ii. A minimum of one (1) reference engagement with a combined total time of two (2) years' experience within the most recent three (3) years. The referenced engagement(s) shall demonstrate experience and qualifications in project management in an election environment for a county, state, or federal government; and

iii. A minimum of five (5) years' experience in project management for a large complex IT solution in technology implementation, network design, contact center solutions, service management, cybersecurity, or a similar concentration that exceeded $250,000.

iv. For each referenced engagement or project, Vendor shall:
- Describe the number of voting locations, geographical span of the jurisdiction supported, and jurisdiction for the county, state, and/or federal government.
- Describe the scope and magnitude of the project.
- Describe the project management methodology used to manage the project(s).

v. Location to provide services: Anywhere in the United States of America

CATEGORY 3: VOTE CENTER NETWORK SUPPORT (NOC)

This service category includes Vote Center suitability assessment; the preparation of the routers for an election through kitting, staging, and subsequent setup at the designated Vote Centers; and Vote Center Network Monitoring and Troubleshooting services during an election cycle. Vendors must meet all minimum qualifications in order to qualify for this category.

The operational focus areas are given below:

a. ***Cellular and Hardwired Network and Power Capacity Assessment Services*** include power and electrical assessment for each potential Vote Center in each election to provide the necessary data to RR/CC to aid in the selection of viable Vote Centers. This includes:

- Testing of facilities to determine bandwidth availability for both cellular and wired connections, available electrical power and latency of connections.
- Assessment of the electrical infrastructure to ensure continual operation of voting equipment.
- Testing of multiple telecommunication cellular carriers to determine the top carriers able to support the site.
- Assessment of the maximum number of election devices (BMDs, ePollbooks, and routers) can be supported by a potential Vote Center existing electrical infrastructure.
- Create diagrams of each tested location, showing all power layouts.

b. ***Vote Center Network Kitting, Staging, and Deployment Services*** include:

- Router configuration scripting.
- Router pairing and configuration.
- Performance testing and validation.
- Preparing SIMs for each router based on network load testing results.
- Implementing security solutions prior to deployment, including Mobile Device Management (MDM), Network Access Control (NAC), anti-virus/malware, Intrusion Detection Systems/Intrusion Prevention Systems (IPS/IDS), and Universal Serial Bus (USB) locks.
- Deploying, setting up, securing, testing, and validating configured equipment at Vote Centers prior to the beginning of the voting period

c. ***Vote Center Network Operations Center (NOC) Monitoring and Troubleshooting Services*** include:
- Proactive performance monitoring, threshold reporting, and notifying the RR/CC of bandwidth, protocol, and utilization errors.
- Monitoring all network event types in the Vote Center data network, including routers and Layer four to seven (4-7) devices.
- Monitoring router health.
- Providing trend and historical monitoring of devices.
- Providing configuration management and backup of configurations of routers, firewalls, and any switches.
- Interfacing syslog and trap processing.
- Event filtering and categorization based on requirements from the RR/CC.
- Event correlation and response selection.
- Integrated alerting, trouble ticketing, event review, and closure.
- Providing incident management support during operating hours.
- Alerting and contacting RR/CC network command center for any interruptions or events.
- Coordinating with the County, Telco, and broadband contractors to resolve internet and WAN outages.
- Dispatching network support staff to any Vote Center location in the event any network troubleshooting is needed.

MINIMUM QUALIFICATION FOR CATEGORY 3

To qualify for the Service Category, interested Vendors shall submit a Vendor Qualifications SOQ Form 2, provided in Appendix A (Required Statement of Qualifications (SOQ) Forms) describing:

i. Overall qualifications and experience in performing the services described in this Service Category; and

ii. A minimum of one (1) reference engagement with a combined total time of two (2) years' experience within the most recent three (3) years. The referenced engagement(s) shall demonstrate experience and qualifications in network and power assessment, network architecture, implementation, validation, network management, in addition to Network Operations Center (NOC) implementation, monitoring, and management, in an event-based environment (major events, elections, concerts etc.) for a county, state, federal government, or similar organization; and

iii. A minimum of five (5) years' experience in network architecture, design, implementation, validation, and management for a large, flexible, and complex IT solution in network design and architecture that exceeds $250,000.

iv. For each referenced engagement or project, Vendor shall:
- Describe the number of voting or event locations, geographical span and jurisdiction for the county, state, federal government, or a similar organization.
- Describe the scope and magnitude of the IT project.
- Describe the project management methodology used to manage the project(s).

v. Location to provide services: Anywhere in the United States of America

CATEGORY 4: ELECTION CYBERSECURITY SERVICES (SOC)

This service category includes Election Security Monitoring and Implementation, Election Security Risk Assessments, and Regulatory Compliance services described in the following subcategories. These services must adhere, at a minimum, to the security standards as set forth by the California Elections Code, California Code of Regulations, California Voting System Standards, U.S. Election Assistance Commission Best Practices, as described in Handbook for Election Infrastructure Security, the National Institute of Standards and Technology (NIST) Cybersecurity Framework; Governance, Risk, and Compliance (GRC), and the PCI Security Standards Council. Vendors shall qualify for both subcategories:

a. ***Election Security Monitoring and Implementation Services*** include configuration, implementation, and management of Intrusion Detection System and Intrusion Prevention System (IDS/IPS) for secure election networks and election applications; planning, designing, and implementing secure architecture; and active security incident response related to election devices (e.g., Ballot Marking Device, electronic Pollbook (ePollbook), and CradlePoint routers), designated election computers, election applications, and election related networks. Incident responses related to election security incidents include analysis, forensics, threat response, remediation, and collaboration with external State and federal agencies (e.g., Department of Homeland Security (DHS), MSISAC, Federal Bureau of Investigation (FBI), California Secretary of State (SOS), and other election cybersecurity entities).

b. ***Election Security Risk Assessments and Elections Code Compliance Services*** provide a means to conduct penetration testing on election networks and election devices; to identify and assess risks and vulnerabilities through vulnerability assessments, utilizing an election cybersecurity industry standard framework/methodology; to develop and formulate a security strategy derived from the risk and vulnerability assessments; to assess election security program maturity; and to determine compliance with federal and State election legislation and/or regulations as well as County/departmental policies, standards, and procedures.

MINIMUM QUALIFICATIONS FOR CATEGORY 4

To qualify for the Service Category, interested Vendors shall submit a Vendor Qualifications SOQ Form 2, provided in Appendix A (Required Statement of Qualifications (SOQ) Forms) describing:

i. Overall qualifications and experience in performing the services described in this Service Category and Subcategories; and

ii. A minimum of one (1) reference engagement with a total of two (2) years within the most recent three (3) years. The referenced engagement shall demonstrate the experience and qualifications in conducting vulnerability assessments; planning and designing of security architecture; identifying and resolving cyberattacks such as phishing, social engineering, and the attack surface system; and demonstrating competence in various operating systems in an election environment for a county, state, or federal government; and

iii. A minimum of five (5) years in the last seven (7) years conducting vulnerability assessments; planning and designing of security architecture; identifying and resolving cyberattacks such as phishing, social engineering, and the attack surface system; and demonstrating competence in various operating systems at an enterprise level.

iv. For each referenced engagement or project in each Subcategory, Vendor shall:
- Describe the Election Security Monitoring Services.
- Describe the Election Security Risk Assessments and Election Code Compliance Services.

v. Location to provide services: Anywhere in the United States of America. International only upon the prior express written approval of the County.

CATEGORY 5: VSAP TALLY (TALLY) AND VSAP BALLOT LAYOUT (VBL) SUPPORT ENHANCEMENTS

This service category includes necessary new features and enhancements to the VSAP Tally and the VSAP Ballot Layout (VBL) application that are responsible for ballot layouts and tabulation. These applications are required to meet California Elections Code and California Voting System Standards and are tested and certified by the California Secretary of State. Services in this category include:

a. Development of required enhancements and features of the Tally and VBL environment that meet applicable federal, state, and local election laws and regulations.
b. End-to-end system security to address cyber, software or physical security threats.
c. Tally and VBL system enhancements to meet FIPS 140-2 compliance.
d. VBL enhancements to the VSAP integration data files, audio files and full-face vote by mail ballot PDFs. Integration files generated by VBL support BMDs, Tally, ISB and the EMS. These files are the Ballot Definition File (BDF), Tally Layout Definition File (BLDF), District Mapping File (DMF), Election Audio Package (EAP), and Auxiliary Ballot Definition File (ABDF).
e. VBL enhancements and features to vote by mail (VBM) full-face ballot layout. VBM full-face ballots generated are print ready and enhancements include, but are not limited to layout, size, style, fonts, content, and images on the ballot.
f. Continued development of technical documentation and user guides required for California Secretary of State certification based on the California Voting System Standards (CVSS) adopted in October 2014 or later; and
g. Development or necessary enhancements to accommodate required language additions or removal in Tally and VBL environments. Language requirements are defined in Federal and State law and RRCC policies.

MINIMUM QUALIFICATIONS FOR CATEGORY 5

To qualify for the Service Category, interested Vendors shall submit a Vendor Qualifications SOQ Form 2, provided in Appendix A (Required Statement of Qualifications (SOQ) Forms) describing:

i. Overall qualifications and experience in performing the services described in this Service Categories; and

ii. A minimum of two (2) reference engagements with a combined total time of two (2) years within the most recent three (3) years. The referenced engagements shall demonstrate experience and qualifications in Election software development that complies with State and Federal law, regulations and guidance; and

iii. A minimum of five (5) years' experience in project management for a large complex IT solution. Tally and VBL are designed and built following an Agile Development methodology. Vendor must demonstrate their Agile process including producing examples of artifacts, and tools; and

iv. A minimum of five (5) years' experience of in-depth information technology software development experience. Required expertise includes development in a CentOS environment using Apache Kafka, RabbitMQ, Apache Cassandra, Apache ZooKeeper, Kubernetes, Go Programming Language, Docker, Zbar, OpenCV and Open SSL.

v. For each referenced engagement or project, Vendor shall:
- Describe the Election services, development, testing and implementation.
- Describe the development, test, and production environments and security surrounding these systems.
- Describe how the vendor's election services comply with State and Federal law, regulations and guidance.

vi. Location to provide services: Anywhere in the United States of America

CATEGORY 6: ELECTION SUPPORT SERVICES

This service category includes election support services in election call centers, at Vote Centers, and election systems enhancements and support. These services and enhancements are required to meet applicable local, state, or federal requirements including those related to the California Elections Code and related regulations.

Vendors shall individually qualify for each subcategory.

a. ***Election Contact Center and Field Support Technician (FST) services*** include contact center operations, roaming and onsite Vote Center technical support services including election support route planning, FST deployment, and FST and call center agent management to meet department service standards.

The service includes: Contact center logistics planning, including staffing acquisition; training coordination and tracking; schedule planning; contact center oversight and management for an election contact center.

FST logistics planning including staffing acquisition, and management; FST oversight and management throughout the voting period; training coordination and tracking; and FST deployment and placement logistics for Vote Center stationed and roaming FST.

b. ***Election Service Management Platform Support*** **services** include election support and enhancement/development services as needed on election support modules in the Cherwell Chain of Custody, Vote Center Asset Assignment, and Election Incident Management solution in support of changing election requirements. This subcategory also includes voting period system support as needed for the election voting period.

c. ***Election Worker Management Platform Support*** **services** include election support and enhancement/development services as needed on the Election Worker and Location Management Modules in the PollChief System, support for all changing election requirements, support in reporting and dashboard development. This subcategory also includes voting period system support as needed for the election voting period.

d. ***Election Cloud-Based Contact Center Support*** **services** include enhancement/development services as needed on the AWS/Symbee Connect election contact center solution, including changes to existing architecture to accommodate the addition or removal of election contact centers and changes to features available based on requirements, and in compliance with all County and IT policies. This subcategory also includes voting period system support as needed for the election voting period.

e. ***VSAP Open-Source management*** **services** include setting up procedures and infrastructure to make the VSAP source-code as open-source, including planning, coordination and execution of VSAP open-source plan. This subcategory also includes updating of VSAP open-source plan and associated documentation.

MINIMUM QUALIFICATIONS FOR CATEGORY 6

To qualify for the service category, interested Vendors shall submit a Vendor Qualifications SOQ Form 2, provided in Appendix A, describing:

- Overall qualifications and experience in performing the services described in these Service Categories.

- To meet the minimum qualification for ***Subcategory A – Election Contact Center and FST Services*****,** the vendor must meet all the following requirements:

    - A minimum of one (1) reference engagement with a combined total time of one (1) year within the most recent three (3) years. The referenced engagements shall demonstrate experience and qualifications in planning and managing an election support services for a contact center and field support with at least 500 FST in an event-based environment (such as elections)

    - A minimum of ten (10) years in the past fifteen (15) years showing responsibility for contact center management for a contact center that was responsible for receiving 15,000 or more calls within a two (2) week period.

    - A minimum of five (5) years in the past seven (7) years establishing and managing temporary contact centers staffed with temporary contact center agents.

    - Location to provide services: Must be in Los Angeles County.

- To meet the minimum qualification for ***Subcategory B - Election Service Management Platform Support services***, the vendor must meet all the following requirements:

    - Vendor must have five (5) years' experience, within the last seven (7) years, providing Cherwell development services.
    - Vendor must be authorized to provide Cherwell development services as a recognized Cherwell delivery partner or its equivalent.
    - Vendor must have implemented at least one (1) Cherwell asset management, chain of custody, and incident management solution as an enterprise, unified solution for a county or state government entity, specifically in an election focused environment, within the last three (3) years.
    - Vendor must have integrated a single sign-on solution (SSO) with the Cherwell platform for the use of managing user credentials within the last three (3) years.
    - Location to provide services: Anywhere in the United States of America

- To meet the minimum qualification for ***Subcategory C - Election Worker Management Platform Support services***, the vendor must meet all the following requirements:
    - Vendor must have three (3) years' experience, within the last five (5) years, providing PollChief development services.
    - Vendor must be authorized to provide PollChief development services as a recognized delivery partner or its equivalent.
    - Vendor must have implemented at least one (1) Election Worker/Location Recruitment Management Solution as an enterprise, unified solution for a county or state government entity, specifically in an election focused environment, within the last three (3) years.
    - Location to provide services: Anywhere in the United States of America
- To meet the minimum qualification for ***Subcategory D – Election Cloud-Based Contact Center Support Services***, the vendor must meet all the following requirements:
    - Vendor must identify five (5) engagements for Cloud Contact Center services that the vendor designed and implemented that can support more than 20,000 callers at a time. Any two (2) of these five (5) engagements must be with a county, state, or federal government entity.
    - Vendor must identify at least one (1) of the five (5) engagements was cloud contact center design and implementation for an election related contact center environment.
    - Vendor must have three (3) years' experience in the last five (5) years designing and implementing contact center solutions with the AWS Connect platform.
    - Vendor must have integrated Symbee with the AWS Connect platform within the last three (3) years for one (1) of the referenced five (5) engagements.
    - Location to provide services: Anywhere in the United States of America
- To meet the minimum qualification of ***Subcategory E – VSAP Open-source management services,*** the vendor must meet all the following requirements:
    - Vendor must have resources with demonstrated experience in establishing an open-source program for software components.
    - Vendor must have resources with experience in documenting the procedures of ongoing open-source code management.
    - Vendor must have resources experienced with instituting the infrastructure needed to host open-source codebase; including version control and testing mechanism.
    - Location to provide services: Anywhere in the United States of America

- For each referenced engagement or project, Vendor shall:
  - Describe the engagements in detail and specify how the engagement meets the required experience.
  - Describe the design and implementation methods used on the identified engagements.
  - Provide references for the clients that were provided the described services.

CATEGORY 7: BMD/BMG ENHANCEMENT & MAINTENANCE

This service category includes enhancements, development, and maintenance necessary to sustain the BMG environment (Ballot Marking Device Management System) and the Ballot Marking Devices (BMDs). This must include knowledge of local, state and federal laws, regulations, and guidelines that are related to BMD/BMG maintenance including, Voluntary Voting System Guidelines, California Voting System Standards, FIPS (Federal Information Processing Standards) and S-ATA (State-Approved Testing Agencies) processes to qualify for this category. The focus areas in this category are given below.

a. ***BMD Enhancements* services** include:
- Hardware improvements to address commonly reported issues or documented design issues.
- Software improvements to address commonly reported issues or documented design issues.
- Audit/Activity Log compliance and support that requires log extraction, translator, and interpretation.
- Development and support of application and patching of BMD OS with the offline components from the source code.
- FormatOS enhancements using applications which include TFTP, MySQL, NTP, and Windows Server.

b. ***BMG Network and Infrastructure Enhancements*** include:
- Kafka usability changes, and enhancements required because of changes to the VSAP certification or federal, state, or local laws and regulations.
- Hardware improvements and enhancements to address commonly reported issues or documented design issues.
- Configuration changes, automations, and enhancements to the BMG infrastructure to improve the usability.

c. ***BMD Maintenance*** includes:
- Troubleshoot and repair a broad range of BMD hardware and software issues.
- Perform Tri-annual replacement of internal CMOS battery on all BMDs and support annual Preventative Maintenance of all BMDs.
- Hardware improvements and enhancements to address commonly reported issues or documented design issues

d. ***BMG Maintenance*** includes:
- Cleaning as required as part of Preventative Maintenance, including cleaning, and dusting servers, checking the BMG network cables, and providing cooling system maintenance.
- Patching of third-party applications including Ansible, CPPM, NetApp, Infoblox, vCenter, ESXI, SCAP, Carbon Black, Snare, servers, and network switches.

- Monitor network, audit/activity log aggregation, and server towers.
- Hardware repairs related to the BMG and its components as needed. Including BMG Zone, Core, Row, cart switches and biscuits.
- Troubleshooting issues related to BMG and its components as needed.

MINIMUM QUALIFICATIONS FOR CATEGORY 7

To qualify for the service category, interested Vendors shall submit a Vendor Qualifications SOQ Form 2, provided in Appendix A, describing:

i. Overall qualifications and experience in performing the services described in this Service Category; and a minimum of one (1) reference engagements with a combined total time of two (2) years within the most recent three (3) years. The referenced engagements shall demonstrate the experience and qualifications related to:

- Designing, implementing, upgrading, and troubleshooting Air-Gap Ballot Marking Device Management System network environments.
- Managing election systems infrastructure and networks.
- Administering, configuring, and managing multiple flavors of Linux operating systems solution.
- Configuring and managing and election systems infrastructure.
- Network administration supporting layer-2/layer-3 switched in a distributed complex enterprise deployment such as multi-tiered architecture, virtualization technologies, air gapped and multi-tenant infrastructure.
- Designing and creating network diagrams detailing of all applications, database, network segments, and equipment connections.
- Possessing knowledge/use of APM servers, APM load balancers, MySQL, Kafka servers, Nginx servers, Infoblox server, and elastic search.
- Possessing knowledge/use of automation using BDD Framework, Selenium, Java.
- Administering ClearPass server and custom software performing business logic.

ii. Location to Provide Services: Anywhere in the United States of America

CATEGORY 8: INFRASTRUCTURE SUPPORT SERVICES

This service category includes hosting, enhancements, development, and maintenance necessary to sustain existing infrastructure for election critical systems. These services and applications are required to meet any applicable local, State, or Federal statute, regulations, and/or requirements issued by the Fair Political Practices Commission (FPPC), California Secretary of State (SOS), and any other local, state, or federal authority, including, without limitation, Los Angeles County Code sections 2.190.010 et seq. (Proposition B). Vendors shall individually qualify for each subcategory.

a. Campaign Finance System Infrastructure Support Services includes:

- Software enhancements, development, and maintenance necessary to sustain support existing web-based electronic filing solution which manages potential candidates, candidates, candidate-controlled committees, treasurers, primarily formed committees, major donors, and independent expenditure committees to file their campaign finance disclosure statements, County forms, and FPPC forms as prescribed by the RR/CC and the California Secretary of State (SOS).

- Development of required enhancements and features of the candidate finance environment in order to comply with changing federal, state, and local election laws and regulations.

- Enhancements and upgrades to public facing website that provides campaign finance public records in an accessible and transparent in which any member of the public has a right to access and review.

- Integrations with other systems, such as the SOS CAL-ACCESS Replacement System Project ("CARS") designed to provide financial information supplied by state candidates, donors, lobbyists, lobbyist employers, to ensure that the public has a window into the activities of public officials and candidates.

- Offering of cloud-based hosting and record retention and storage for candidate filing records.

MINIMUM QUALIFICATION FOR CATEGORY 8

To qualify for the service category, interested Vendors shall submit a Vendor Qualifications (SOQ Form 2 (provided in Appendix A (Required Statement of Qualifications (SOQ) Forms) describing:

i. Overall qualifications and experience in performing the services described in this Service Category.

ii. A minimum of one (1) reference engagements with a combined total time of three (3) years within the most recent five (5) years.

iii. A minimum of five (5) years' experience in providing candidate filing development and maintenance support services to local, state, and federal government agencies with engagement amounts exceeding $500,000; and

iv. For each referenced engagement or project, Vendor shall:
- Describe the project management method(s) utilized during referenced engagements and how those methods contributed to the overall success of the project.
- Describe the scope, cost, timeline for implementation, and magnitude of the project.
- Describe the key performance indicators and results or outcome of the project.

- Location to provide services: Anywhere in the United States of America

CATEGORY 9: VOTER EDUCATION AND OUTREACH COMMUNICATION CAMPAIGN SERVICES

This category includes services for developing, purchasing, executing, tracking, and reporting for/on voter education and outreach campaigns in a large multicultural jurisdiction.
The services include, but are not limited to: development of campaign strategies and timelines; development and production of campaign messages and creative assets (in English and a number of other languages); reservation and purchase of advertisement inventory (including but not limited to social media, digital media, print, radio, television, and out-of-home in English and a number of other languages); identifying and providing in-person or online outreach services; tracking and monitoring campaign performance; and delivering a final report which includes campaign performance and results.

Additionally, the services in this category may also provide consultation services and crisis communication services. These services include, but are not limited to: the development of responsive messages and/or communications; identifying and providing a list of public stakeholders and news media (in English and a number of other languages) for public communication and collaboration; coordinating and administering press conferences and/or media round tables (in English and a number of other languages); tracking and monitoring social and digital media platforms; providing 24/7 availability both in-person and online; and providing crisis communications services for sensitive issues.

MINIMUM QUALIFICATIONS FOR CATEGORY 9

To qualify for the Service Category, interested Vendors shall submit a Vendor Qualifications SOQ Form 2, provided in Appendix A,) describing:

i. Overall qualifications and experience in performing the services described in this Service Category.

ii. A minimum of one (1) reference engagement with a combined total time of two (2) years' experience within the most recent three (3) years. The referenced engagement(s) shall demonstrate experience and qualifications in public education and outreach campaigns.

iii. A minimum of five (5) years' experience in developing, executing or reporting large public education and outreach campaigns on sensitive topics exceeding $500,000.

iv. For each referenced engagement or project, Vendor shall:
- Describe the campaign scope, cost, and jurisdiction.
- Describe the scope and magnitude of the project.
- Describe the key performance indicators and results or outcome of the project.

v. Location to provide services: Anywhere in the United States of America

APPENDIX D, ATTACHMENT 1
DEFINITIONS

DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

Agile Methodology: A proven methodology for ensuring that the County, as the Product Owner, iteratively build a solution that meets its requirements while adapting quickly to changes in priorities and technical understandings.

Auxiliary Ballot Definition File (ABDF): Data files generated by the VBL Application that contains street segment and enclosure information for the Interactive Sample Ballot (ISB).

Ballot Marking Devices (BMD): The Ballot Marking Device (BMD) is a key equipment component to the VSAP election system. The BMD allows voters to mark their ballots.

Ballot Marking Device Manager (BMG): System that allows for data to be pushed to and pulled from the BMDs.

Ballot Definition File (BDF): Data files generated by the VBL Application that contains precinct, contest, candidate, and ballot information.

Ballot Layout Definition File (BLDF): Data files generated by the VBL Application that contains physical ballot layout information.

Board of Supervisors (BoS): The Board of Supervisors of the County of Los Angeles acting as the governing body.

Border Gateway Protocol (BGP) Peering: Two routers that have established connection for exchanging BGP information.

Chain of Custody (CoC): The order and manner in which assets are tracked and recorded as they move to different locations or assignments.

Contractor Project Manager: The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.

County Data: Any County information, data, records, and information to which a Qualified Contractor has access or possession or that have otherwise been provided to a Qualified Contractor, whether or not intended under or for the purposes of the Master Agreement, 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 individual 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 Data 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 Government Code section 6254.4 and California Code of Regulations (CCR) section 19001.

For the further avoidance of doubt, County Data is not limited to proprietary or confidential information, and need not constitute trade secret information.

County IP: All Intellectual Property owned, or sufficiently licensed to, the County, including any deliverables developed by a Qualified Contractor for County and so designated in a Work Order.

County Project Manager: Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.

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

District Mapping File (DMF): Data files generated by the VBL Application that contains precinct to district information for reporting.

Election Audio Package (EAP): Data files generated by the VBL Application that contains a collection of audio files and metadata for the BMD.

Election Management System (EMS): A system used to manage the election information, voter registration, and other election related functions.

ePollbooks: Electronic pollbook also known as ePollbook is a tabular device that provides voter's name and prints the corresponding ballot through an attached thermal printer. It that contains and updates the digital roster that Vote Center staff use to check in a voter at a Vote Center. ePollbooks replaced traditional paper rosters as the method for determining voter eligibility, identifying the appropriate ballot for the voter, crediting voter participation, and capturing voter signatures. Vote Center staff can access the voter record database via laptop or tablet and the database can be hosted locally or accessed over a network.

Election Worker: Staff assigned to work at the Vote Centers.

Federal Information Processing Standards FIPS (140-2): An information technology security accreditation program for validating that the cryptographic modules meet well-defined security standards.

Field Support Technician (FST): Technical staff that is dedicated to supporting Vote Centers through onsite and roaming technical support.

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

Governance Risk Compliance (GRC): A set of processes and procedures to help organizations achieve business objectives, address uncertainty, and act with integrity.

Help America Vote Act (HAVA): Federal law passed to provide federal funding to the states to implement a statewide voter registration system, replace punch card voting machines, improve voter education and poll worker training, permit voters to cast provisional ballots, and require at least one voting machine per polling place to allow voters with disabilities to vote privately and independently.

Interactive Sample Ballot (ISB): An optional tool that allows voters to access, review and mark their selections prior to going to a Vote Center.

Intrusion Protection/Intrusion Detection (IPS/IDS): A device or software application that monitors a network or systems for malicious activity or policy violations.
Master Agreement: County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
Mobile Device Management (MDM): Security software used to monitor, manage, and secure mobile devices.
Network Access Control (NAC): Security solution that enforces policy on devices that access networks to increase network visibility and reduce risk.
Network Operations Center (NOC): Centralized location where network monitoring and control, or network management is exercised over a telecommunication or satellite network.
NIST Cybersecurity Framework: A policy framework of computer security guidance for how organizations can assess and improve their ability to prevent, detect and respond to cyber-attacks.
PollChief: The current software system used to recruit and manage election workers and voting locations (including Vote Centers, drop boxes and check-in centers).
PCI Credit Card Security Standards: A set of security standards designed to ensure that all companies that accept, process, store or transmit credit card information maintain a secure environment.
Service Level Agreements (SLA): A Contract between a service provider and the end user that defines the level of service expected from the service provider.
Statement of Work: A written description of tasks and/or deliverables desired by County for a specific Work Order.
Tally Layout Definition File (TLDF): Data files generated by the VBL Application that contains QR codes, registration, and VBM vote position coordinates.
Tally System: A system of hardware and software that reads and captures the vote selections on ballots, applies required business rules and adjunctions, tabulates the total of votes, ballots cast and other metrics, and publishes the results of the election. The Tally System also support transparent auditing processes to ensure the accuracy and integrity of the election tally results.
Vote Centers (VC): Physical polling locations located throughout Los Angeles County where a voter casts an election ballot.
Voter's Choice Act (VCA): Voter's Choice Act (2016 CA Senate Bill 450), as codified by California Elections Code § 3017, 4005, 4006, 4007, 4008, and 15320, modernizes elections in California by allowing counties to conduct elections under a vote center model which provides greater flexibility and convenience for voters. The VCA allows voters to choose how, when, and where to cast their ballots. Under the VCA, voters can return their vote-by-mail ballot by mail, by dropping the vote-by-mail ballot in a secure county ballot drop box, or by visiting any vote center in the county where they are registered to vote. The VCA expands voting options by (i) mailing every voter a vote-by-mail ballot, (ii) expanding in-person early voting, and (iii) offering increased vote-by-mail ballot drop-off locations. For more information, visit: https://www.sos.ca.gov/elections/voters-choice-act.
Voting Period: A period lasting up to 30 consecutive days per election, in which the residents of Los Angeles County can vote.

Voting Solutions for All People (VSAP): Acronym for the RR/CC's new election voting system, Voting Solutions for All People (VSAP).

Voting Solution for All People (VSAP) Ballot Layout Application (VBL): This application will take ballot content from the Election Management System (EMS) in a standard data interchange format and lay it out in the Vote by Mail (VBM) and Ballot Marking Device (BMD) ballot print formats and generate the data files necessary to support processing of those ballots and the integration of the VSAO solution components, as required by VSAP specifications.

Work Order: A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order shall result from bids, solicited by, and tendered to County, by Qualified Contractors. Unless otherwise specified in the Work Order Availability Notice, County shall select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. No work shall be performed by Contractors except in accordance with validly bid and executed Work Orders.

APPENDIX D, EXHIBIT B
Sample Work Order Solicitation

VESSMA Work Order Required Forms

The following are exhibits of the forms that are provided with each Work Order Solicitation:

1. Sample VESSMA Work Order:
   - Attachment B1: Sample VESSMA Statement of Work. The Work Order may also include a Statement of Requirements, a Statement of Work, a Project Schedule and a Payment Plan as appropriate for the successful completion of the VESSMA Work Order.

     The Work Order may be a Fixed Price Per Deliverable (FP/D) Work Order or a Time and Materials Per Deliverable (T&M/D) Work Order.

     The Work Order may also be a Combination Work Order with a Fixed Price Per Deliverable (FP/D) component and a Time and Materials Per Deliverable (T&M/D) component.

2. The following form is required prior to the commencement of each VESSMA Work Order.
   - Attachment B2: Certification of Employee Status Form
   - A new form Attachment B2 is also required for each change to the staff performing work on the Work Order.

3. A Work Order Amendment to the original Work Order in accordance with Paragraph 15.3 of the VESSMA may be executed and is an update to the original Work Order showing the changes being made to the original Work Order.

   County's Work Order Project Manager and Contractor shall meet, define, develop and agree upon the Requirements, Tasks, Subtasks, Deliverables, Acceptance Criteria, Milestones, Payments and descriptions being amended (or added to as new) by this Work Order Amendment, including:
   - A revised Statement of Requirements as defined above,
   - A revised Statement of Work, as defined above,
   - A revised Project Plan and Project Schedule as defined above,
   - A new detailed cost documentation, including a cost calculation worksheet may be required as appropriate, and
   - A revised Milestone and Payment Plan as defined above.

4. Accordingly, all other provisions of the original Work Order Statement of Work shall remain in effect and binding upon both parties.

Attachment B1

SAMPLE VESSMA STATEMENT OF WORK (SOW)

VESSMA Project Name: _____

VESSMA Services Category: _____

VESSMA Services Subcategory: _____

Work Order Objective
(Department to provide a narrative description of the project and what it intends to accomplish through this work order).

Background
(Department to provide a narrative describing all pertinent background information that would be helpful for the Qualified Contractors to obtain a better understanding the department, this project, and the department's rationale for issuing this work order).

Type of Work Order:

- ☐ A Fixed-Price Per Deliverable (FP/D) Work Order
- ☐ A Time and Materials Per Deliverable (T&M/D) Work Order
- ☐ A Combination Work Order (FP/D) and (T&M/D) (Applicable when there will be some personnel assigned to this project working on a fixed-price basis and others working on a time & materials basis).

Ownership of Deliverables:

- ☐ Deliverables are Joint IP
- ☐ Deliverables are County IP

Contractor Pre-Existing Work (if any)
(To be completed by Contractor and verified by Department; may not include any Deliverables.)

VESSMA Work Order Required Minimum Qualifications (if any)
(For the project being addressed by this VESSMA Work Order solicitation, the department shall specify any additional minimum requirements in addition to the VESSMA Service Category minimum requirements that the department wants for this VESSMA Work Order solicitation. The department must also specify any additional minimum requirements for the project team being proposed by the Contractor.)

"If Proposer's/Bidder's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer/Bidder must not have unresolved questioned costs identified by the Auditor-Controller in an amount over $100,000.00 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the contracting County department."

VESSMA Work Order Period of Performance
(Department to specify the expected period of performance for completion of all tasks covered under this Work Order.)

VESSMA Work Order Statement of Work: The Specific Tasks, Deliverables and Acceptance Criteria for each Task, Subtask and Deliverable:
(The following is an example of the task/subtask/deliverable/acceptance criteria relationship that is required to complete the VESSMA Work Order.)

Task 1: (Name of Task 1)
(Department to describe specific task and include any relevant time period within which this task is expected to be completed. Failure by contractor to complete this task within that stated time period may,at County's sole discretion, result in the termination of the work order, unless otherwise specified.)

Subtask 1: (Name of Subtask 1)
(Department to describe specific subtask and include any relevant time period within which this subtask is expected to be completed. Failure by contractor to complete this task within that stated time period may,at County's sole discretion, result in the termination of the work order, unless otherwise specified.)

Deliverable 1: (Name of Deliverable 1)
(Department to describe specifically what constitutes the deliverable under Task 1 or Subtask 1.)

Acceptance Criteria for Deliverable 1: (Name of Acceptance Criteria)
(Department to describe specifically what initial and final acceptance criteria will be used in determining whether the Deliverable under Task 1 or Subtask 1 has been successfully fulfilled by the Contractor. This may serve as a pay point for this deliverable, once these criteria have been met and accepted by the County Departmental *Work Order Project Manager.)*

Additional Tasks, Deliverables and Acceptance Criteria
(For additional Tasks, Subtask, Deliverables and Acceptance Criteria – Repeat the above sequence until the work order is fully defined.)

VESSMA Work Order Work Schedule and Location
(Department to describe work schedule and work location expectations. For example, specify if the department is requiring the contractor(s) to only work on-site during normal the department's normal business hours or whether tasks can be completed off-site whenever the contractor wishes, as long as deliverables are met within the time periods specified. If contractor(s) are required to only work on-site, provide the address and room number where the contractor(s) are required to report and work.)

Payment For Services and Deliverables
The payment terms for any undisputed invoice are thirty (30) calendar days after receipt. Certified Local LSBEs will receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice. (If Department desires payment terms longer than the thirty (30) days provided for in Paragraph 12.11 of the VESSMA, specify that in this paragraph.) Invoice Withhold Percentage (if any) (Department to complete, may not exceed 20%).

Total Maximum Amount:
(For FP/D Work Orders, Department will list all Tasks/Deliverables and the Fixed-Price amount for each Deliverable.)

(For T&M/D Work Orders, Department will list all Tasks/Deliverables and the Time and Materials Price amount for each Deliverable.)

(Some T&M positions may not lend themselves to a strict payment by deliverable (e.g., project management) so some exceptions can be made to payment-for-deliverables-only arrangements, when appropriate.)

Warranty Period
(If Department desires a Warranty Period of other than the thirty (30) days provided for in Paragraph 9.1 of the VESSMA, specify that in this paragraph. If the 30-day Warranty Period is acceptable, Department to indicate "30 Days, as provided for in the VESSMA".)

Background and Security Investigations
(If Department desires background investigations that exceed those that are specified in Paragraph 14.6 of the VESSMA, specify those additional measures in this section. In addition, specify who will pay for such additional background investigations. If the background checks specified in the VESSMA are acceptable, Department to indicate "Contractor's Background Checks are as provided for in Paragraph 14.6 of the VESSMA.")

Data Security
(If Department desires data security measures that exceed those that are specified in Paragraph 73.2 of the VESSMA, specify those additional measures in this section. If the data security measures specified in the VESSMA are acceptable, Department to indicate "Contractor's Data Security requirements for this Work Order are as provided for in Paragraph 73.2 of the VESSMA.")

Evaluation Criteria Being Applied:
(This section will specify the Criteria that will be used in evaluating the solicitation responses, together with the percentage of weight that will be applied to each evaluation criterion. Where evaluation criteria include anything other than cost, each Department will include specific information regarding how each of the following evaluation criteria will be applied in each Work Order Solicitation. With respect to Cost, the maximum number of points will be awarded to the lowest cost proposal, with all other proposals compared the lowest cost and points awarded accordingly.)

Selection Process:
Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective Contractor. All proposals will be evaluated based on the criteria listed herein. All proposals will be scored and ranked in numerical sequence from high to low. The County may also, at its option, invite proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

The County retains the right to select a proposal other than the proposal receiving the highest number of points if 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.

Disqualification of Work Order Solicitation Proposal:
A Work Order Solicitation proposal may be disqualified from consideration because RR/CC determined it was non-responsive at any time during the review/evaluation process. If a RR/CC determine that a proposal is disqualified due to non-responsiveness, the VESSMA Administrator shall 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 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 shall be completed and the determination shall be provided to the requesting proposer, in writing, prior to the conclusion of the evaluation process.

Solicitation Response Filing Instructions:
(This section will contain specific information regarding what forms and supporting documentation is being required, as well as the date and time for filing Solicitation Reponses).

Filing Location:
Work Order Solicitation Responses (WOSR) shall be filed as follows:

- An electronic copy in PDF format submitted via email to the VESSMA Administrator (contracts@rrcc.lacounty.gov) with "WORK ORDER SOLICITATION RESPONSE FOR VESSMA WORK ORDER #_____" in the subject line of the email and the body of the email shall containthe name and address of the Qualified Contractor.

Attachment B2

CERTIFICATION OF EMPLOYEE STATUS

(NOTE: THIS CERTIFICATION IS TO BE EXECUTED AND RETURNED TO COUNTY WITH CONTRACTOR'S EXECUTED WORK ORDER. WORK CANNOT BEGIN ON THE WORK ORDER UNTIL COUNTY RECEIVES THIS EXECUTED DOCUMENT.)

_____

CONTRACTOR NAME

Work Order No._____ County Master Agreement No. _____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required bystate and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1. _____

2. _____

3. _____

4. _____

I declare under penalty of perjury that the foregoing is true and correct.

_____
Signature of Authorized Official

_____
Printed Name of Authorized Official

_____
Title of Authorized Official

_____
Date

APPENDIX C, EXHIBIT C
COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. #22-001 WORK ORDER NO. _____

COUNTY VESSMA ADMINISTRATOR:

Name: _____ Title: _____
Address: _____
Telephone: _____ E-Mail: contracts@rrcc.lacounty.gov

COUNTY CONTRACT ADMINISTRATOR:

Name: _____ Title: _____
Address: _____
Telephone:_____ E-Mail: contracts@rrcc.lacounty.gov

COUNTY WORK ORDER PROJECT MANAGER(S):
(THIS SECTION WILL BE COMPLETED BY THE COUNTY DEPARTMENTAL WORK ORDER PROJECT MANAGER ASSIGNED TO THE SPECIFIC WORK ORDEREXECUTED UNDER THIS AGREEMENT)

Name: _____ Title: _____
Address: _____
Telephone: _____ E-Mail: _____

Name: _____ Title: _____
Address: _____
Telephone: _____ E-Mail: _____

BACKGROUND CHECK INQUIRIES:

Name: _____ Title: _____
Telephone: _____ E-Mail: _____

INVOICES

SEND INVOICES (INCUDE MA NAME + MA CATEGORY/SUBCATEGORY, MASTER AGREEMENT #, WO #, AND NAME OF COUNTY PROJECT DIRECTOR ON YOUR INVOICE):
accountspayable@rrcc.lacounty.gov

SEND INSURANCE DOCUMENTS TO: contracts@rrcc.lacounty.gov

APPENDIX C, EXHIBIT D
CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____
(AS IT APPEARS ON STATE FILED DOCUMENT)

MASTER AGREEMENT NO. #22-001 WORK ORDER NO. _____

CONTRACTOR'S PROJECT DIRECTOR:
(RESPONSIBLE FOR CONTRACTOR'S ADMINISTRATION OF THIS MASTER AGREEMENT AND SHALL COORDINATE WITH COUNTY'S VESSMA ADMINISTRATOR,OR HIS OR HER DESIGNEE, WITH RESPECT TO ALL ADMINISTRATIVE MATTERS)

Name: _____ Title: _____
Address: _____
Telephone: _____ E-Mail: _____

CONTRACTOR'S PROJECT MANAGER (A)and DESIGNEE (B):
(RESPONSIBLE FOR CONTRACTOR'S DAY-TO-DAY ACTIVITIES AS RELATED TO THIS MASTER AGREEMENT AND SHALL COORDINATE WITH COUNTY'S WORK ORDER PROJECT MANAGERS ON A REGULAR BASIS WITH RESPECT TO ALL ACTIVE WORK ORDERS)

(A) Name: _____ Title: _____
Address: _____
Telephone: _____ E-Mail: _____

(B) Name: _____ Title: _____
Address: _____
Telephone: _____ E-Mail: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(A) and DESIGNEE (B)
(CONTRACTOR REPRESENTS AND WARRANTS THAT ALL REQUIREMENTS OF CONTRACTOR HAVE BEEN FULFILLED TO PROVIDE ACTUAL AUTHORITY TO SUCH OFFICIALS TO EXECUTE DOCUMENTS UNDER THIS MASTER AGREEMENT ON BEHALF OF CONTRACTOR)

(A) Name: _____ Title: _____
Address: _____
Telephone: _____ E-Mail: _____

(B) Name: _____ Title: _____
Address: _____
Telephone: _____ E-Mail: _____

Notices to Contractor shall be sent to the following address:

Name: _____ Title: _____
Address: _____
Telephone: _____ E-Mail: _____

CONTRACTOR'S NAME: _____
(AS IT APPEARS ON STATE FILED DOCUMENT)

43.0 NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING ADDRESS:
(ALL NOTICES OR DEMANDS REQUIRED OR PERMITTED TO BE GIVEN OR MADE UNDER THIS MASTER AGREEMENT)

Address: _____

Email: _____

THE RESPONSES TO ITEMS #1 THROUGH #6 BELOW ARE REQUESTED FOR INFORMATIONAL PURPOSES ONLY.

1. If your firm is a corporation; enter state filed (legal) name (found on the Articles ofIncorporation) and the state where Incorporated:

   Name: _____

   State: _____

2. Is your firm a partnership? ☐ Yes ☐ No **or**, a sole proprietorship? ☐ Yes ☐ No

   If yes, enter the name of the proprietor or managing partner:

   _____

3. Is your firm doing business under one or more DBA's? ☐ Yes ☐ No

   If yes, please list all DBA's and the County(s) of registration:

Name	County of Registration

If yes, please enter;

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

Please provide office facsimile number: _____

5. Please provide office E-Mail address: _____

APPENDIX D, EXHIBIT E
CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

APPENDIX D, EXHIBIT F
FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS

F1 CERTIFICATION OF EMPLOYEE STATUS

F2 CERTIFICATION OF NO CONFLICT OF INTEREST

NON-IT CONTRACTS

F3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

IT CONTRACTS

F3-IT CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMEN

EXHIBIT F1 - CERTIFICATION OF EMPLOYEE STATUS

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

_____
CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. #22-001

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1. _____
2. _____
3. _____
4. _____

I declare under penalty of perjury that the foregoing is true and correct.

_____
Signature of Authorized Official

_____
Printed Name of Authorized Official

_____
Title of Authorized Official

_____
Date

EXHIBIT F2 - CERTIFICATION OF NO CONFLICT OF INTEREST

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

_____
CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. #22-001

Los Angeles County Code Section 2.180.010.A provides as follows:

"Certain contracts prohibited.

A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
    b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders."

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

_____
Signature of Authorized Official

_____
Printed Name of Authorized Official

_____
Title of Authorized Official

_____
Date

EXHIBIT F3 (NON-IT)
CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____

Work Order No._____ County Master Agreement No. #22-001

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement 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 Master Agreement.

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 Master Agreement. 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 Master Agreement 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 Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT F3-IT
CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

Contractor Name _____

Work Order No._____ County Master Agreement No. #22-001

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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 Master Agreement. 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 Master Agreement 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 Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced Master Agreement, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all their right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H2, attached hereto and incorporated herein by reference.

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

APPENDIX D, EXHIBIT G

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

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

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

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

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

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

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

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

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

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

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

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

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

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

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

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

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

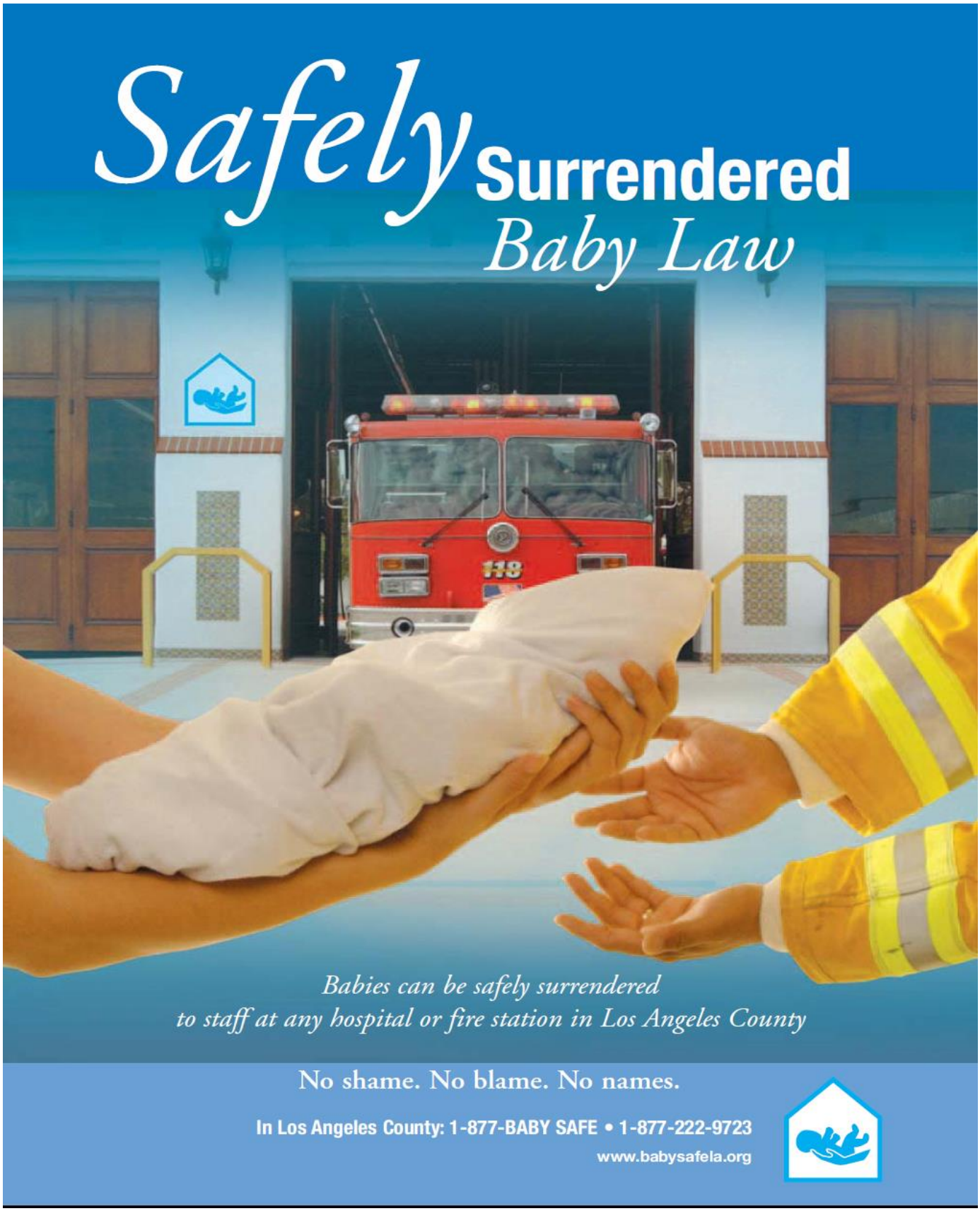
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.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

2.203.090. Severability.

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

APPENDIX D, Exhibit H

Intentionally Omitted


Safely Surrendered
Baby Law
118
Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Safely Surrendered Baby Law

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

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

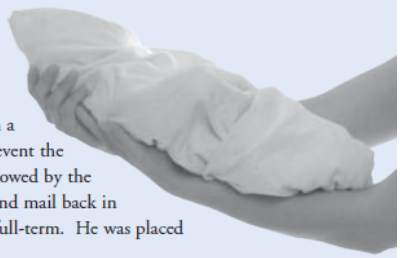
What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story



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

Ley de Entrega de Bebés *Sin Peligro*

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

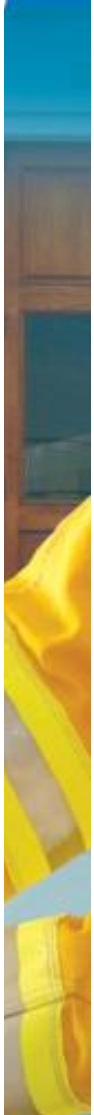
El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

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

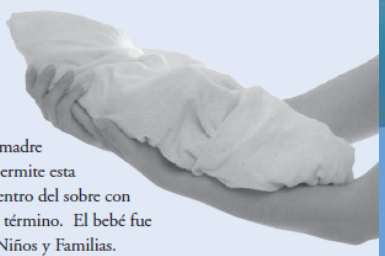
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

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



Historia de un bebé



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

APPENDIX D, Exhibit J

Intentionally Omitted

APPENDIX D, EXHIBIT K

EVALUATION PROCESS FOR CERTAIN WORK ORDER SOLICITATIONS

Any Work Order Solicitation (WOS) where the evaluation considers factor(s) other than the lowest cost shall be subject to the following additional requirements.

1. Protest Policy Review Process. Any Qualified Contractor that submits a complete and valid response to a Work Order Solicitation ("Qualified Proposer") shall have the following additional rights. It is the responsibility of the Qualified Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the Work Order Solicitation process to justify invalidation of a proposed Work Order award. Throughout the review process, the County has no obligation to delay or otherwise postpone an award of any Work Order based on a protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so. Unless state or federal statutes or regulations otherwise provide, the grounds for the additional review provided in this Exhibit J are limited to a review of the proposed Contractor selection as more fully described below.

2. Debriefing. Upon completion of the evaluation, the RR/CC representative shall notify the remaining Qualified Proposer(s) in writing that RR/CC is going to award the Work Order to another Qualified Proposer. Upon receipt of the letter, any non-selected Qualified Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in RR/CC's sole discretion, be denied if the request is not received within the specified timeframe. The purpose of the Debriefing is to compare the requesting Qualified Proposer's response to the Work Order Solicitation document with the evaluation document. The requesting Qualified Proposer shall be debriefed only on its response. Because the Work Order has not been awarded and executed, responses from other Qualified Proposers shall not be discussed, although RR/CC may inform the requesting Qualified Proposer of its relative ranking. During or following the Debriefing, RR/CC will instruct the requesting Qualified Proposer of the manner and timeframe in which the requesting Qualified Proposer must notify RR/CC of its intent to request a Proposed Contractor Selection Review, if the requesting Qualified Proposer is not satisfied with the results of the Debriefing.

3. Proposed Contractor Selection Review. Any Qualified Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Section 3 may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by RR/CC. A request for a Proposed Contractor Selection Review may, in RR/CC's sole discretion, be denied if the request does not satisfy all of the following criteria:

    a) The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by RR/CC);

    b) The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:

        (A) The Department materially failed to follow procedures specified in its

Work Order Solicitation document. This includes: Failure to correctly

(B) apply the standards for reviewing the proposal format requirements.

(C) Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.

(D) Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.

(ii) RR/CC made identifiable mathematical or other errors in evaluating proposals, resulting in the Qualified Proposer receiving an incorrect score and not being selected as the recommended Contractor.

(iii) A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.

(iv) Another basis for review as provided by state or federal law; and

c) The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Qualified Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, RR/CC representative shall issue a written decision to the Qualified Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Work Order is awarded. The written decision shall additionally instruct the Qualified Proposer of the manner and timeframe for requesting a County Independent Review.

4. County Independent Review Process. Any Qualified Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by RR/CC in RR/CC's written decision regarding the Proposed Contractor Selection Review.

A request for County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

a) The request for a County Independent Review is submitted timely (i.e., by the date and time specified by RR/CC); and

b) The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from RR/CC's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 3 above.

Upon completion of the County Independent Review, the County's Chief Executive Office will forward the report to the RR/CC representative, who will provide a copy to the Qualified Proposer.

APPENDIX D, EXHIBIT L

VESSMA RISK SCHEDULE

The following Risk Schedules are assigned to each VESSMA Category according to Services being providedwithin the Categories' VESSMA Work Orders.

The VESSMA Work Order Limitation of Liability for VESSMA Master Agreement Paragraph 21.0 (Compliance with Applicable Law), Paragraph 36.0 (Employment Eligibility Verification), Paragraph 38.0 (Fair Labor Standards), Paragraph 43.0 Intellectual Property Indemnification), Paragraph 44.0 (Contractor Acts And/Or Omissions Indemnification), Paragraph 46.0 (General Provision for all Insurance Coverage), Paragraph 14.7 (Confidentiality and Security) and Paragraph 59.0 (Subcontracting) shall be as follows:

1. For Work Orders issued for Services in VESSMA Category One, Two, Three, Five and Six Work Orders,Contractor's liability for applicable Work Orders shall be limited to the greater of five (5) times theVESSMA Work Order's Total Maximum Sum or Five Million Dollars ($5,000,000), whichever is greater.
2. For Work Orders issued for Services in VESSMA Category Four Work Orders, Contractor's liability for applicable Work Orders shall be limited to the greater of ten (10) times the VESSMA Work Order's Total Maximum Sum or Ten Million Dollars ($10,000,000), whichever is greater.

If a Work Orders is issued for Services in multiple Categories, the limitation of liability shall be set at the higher designation set forth above (e.g., a Work Order issued for Services in Category Four and Category Five shall have the limitation of liability set for Category Four).

APPENDIX D, EXHIBIT M

TABLE OF CONTENTS

THESE FORMS ARE REQUIRED AT THE COMPLETION OF EACH WORK ORDER WHEN THE WORK ORDER INVOLVED INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BY CONTRACTOR. THE INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BECOMES PROPERTY OF THE COUNTY AFTER CREATION OR AT THE END OF THE MASTER AGREEMENT TERM.

M1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

M2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

M3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT

(REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH COPYRIGHT BUREAU)

EXHIBIT M1
INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

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

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

_____ and Grantee have entered into County of Los Angeles Agreement Number #22-001 for _____, dated _____, as amended by Amendment Number ____, dated _____, *{NOTE to Preparer: reference all existing Amendments}* as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

_____ _____
Grantor's Signature Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

EXHIBIT M2
CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

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

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

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

#22-001 for _____,

dated _____, as amended by Amendment Number ____, dated _____,

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

_____ _____
Grantor's Signature Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

EXHIBIT M3
(To Be Completed By County and attached to M1 and/or M2)

REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH COPYRIGHT BUREAU

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

On _____, 202___, before me, the undersigned, a Notary Public in and for the State of California, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the _____ of _____, the corporation that executed the within Assignment and Transfer of Copyright, and further acknowledged to me that such corporation executed the within Assignment and Transfer of Copyright pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

APPENDIX D, EXHIBIT N

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

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

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

1. DEFINITIONS

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

a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).

b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.

c. **County Information:** all Data and Information belonging to the County.

d. **Data:** a subset of Information comprised of qualitative or quantitative values.

e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.

f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.

g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.

i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.

j. **Integrity**: the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.

k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.

l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.

m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.

n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.

o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.

p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.

q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

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

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

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

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

The Contractor's Privacy Program shall include:

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

- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Master Agreement, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contactor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Master Agreement. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Master Agreement and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

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

6. CONFIDENTIALITY

a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".

b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Master Agreement, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Master Agreement, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Master Agreement, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Master Agreement. This obligation is perpetual.

d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.

e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Master Agreement and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

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

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

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

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

a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.

b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.

c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.

d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.

e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.

f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

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

8. SUBCONTRACTORS AND THIRD PARTIES

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

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

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

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

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

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

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Master Agreement for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Master Agreement; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Master Agreement or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.

b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Master Agreement or at any time upon the County's request. On termination or expiration of this

Master Agreement, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

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

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Master Agreement or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

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

a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;

b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;

c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;

d. Applications will include access control to limit user access to County Information and application system functions;

e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and

f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

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

a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email
CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:
Ralph Johnson
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

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

Departmental Information Security Officer:
Name: Daniel Temisanren
Departmental Information Security Officer

Address: 12400 E Imperial Hwy
City, State Zip: Norwalk, CA 90650
Phone: (562) 462-2445

b. Include the following Information in all notices:
   i. The date and time of discovery of the Incident,
   ii. The approximate date and time of the Incident,
   iii. A description of the type of County Information involved in the reported Incident, and
   iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
   v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.

c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.

d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.

e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.

f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Master Agreement and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Master Agreement and be grounds for immediate termination of this Master Agreement in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

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

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

b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit**;** and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Master Agreement.

   Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject

to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

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

17. CYBER LIABILITY INSURANCE

The Master Agreement shall secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Master Agreement prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least **$10 million** per occurrence and in the aggregate during the term of the Master Agreement, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Master Agreement. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

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

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Master Agreement or related agreements with the County; and/or,

- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

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

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EXHIBIT N - ADDENDUM A
SOFTWARE AS A SERVICE (SaaS)

a. **License:** Subject to the terms and conditions set forth in this Master Agreement, including payment of the license fees by to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of this Master Agreement to enable the County to use the full benefits of the SaaS and achieve the purposes stated herein.

b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, The Contractor shall immediately and within twenty-four (24) hours implement the Contractor's Business Continuity Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Master Agreement.

   The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Master Agreement and Section 0 18. PRIVACY AND SECURITY INDEMNIFICATION.

   The Contractor shall include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

   In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two (2) hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor shall create daily backups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Master Agreement and available when needed

c. **Enhancements:** Upgrades, replacements and new versions: The Contractor agrees to provide to County, at no cost, prior to, and during installation and implementation of the SaaS any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor's other customers.During the term of this Master Agreement, the Contractor shall promptly notify the County of any available updates, enhancements or newer versions of the SaaS and within thirty (30) Days update or provide the new version to the County. The Contractor shall provide any accompanying documentation in the form of new or revised documentation necessary to enable the County to understand and use the enhanced, updated, or replaced SaaS.

   During the Master Agreement term, the Contractor shall not delete or disable a feature or functionality of the SaaS unless the Contractor provides sixty (60) Days advance notice and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the County. If the Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Master Agreement for material breach and receive a pro-rated refund.

d. **Location of County Information:** The Contractor warrants and represents that it shall store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.

e. **Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor shall have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings shall be shared with County's Chief Information Security Officer within ten (10) business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.

f. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Master Agreement, the Contractor shall notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least thirty (30) Days prior to engaging the Subcontractor and obtain written consent of the County's Contract Administrator.

g. **Information Import Requirements at Termination:** Within one (1) Day of notification of termination of this Master Agreement, the Contractor shall provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.

h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Master Agreement, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:

   i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;

   ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;

   iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and

   iv. Such other activities upon which the Parties may reasonably agree.

   v.

EXHIBIT N - ADDENDUM B
CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in this Master Agreement, the Contractor shall ensure the following provisions and security controls are established for any and all Systems or Hardware provided under this Master Agreement.

a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Master Agreement. The Contractor must be able to provide such management records to the County at inception of the Master Agreement and upon request.

b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under this Master Agreement. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under this Master Agreement, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of this Master Agreement, the Contractor must document their access control plan for Systems or Hardware covered under this Master Agreement and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.

c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within ninety (90) Days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot do so within ninety (90) Days, the Contractor must provide a Risk assessment to the County's Chief Information Security Officer (CISO).

d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Master Agreement. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO). The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.

e. **Media Encryption:** Throughout the duration of this Master Agreement, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory

drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Master Agreement in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's Chief Information Security Officer (CISO).

f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free, and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

EXHIBIT N - ADDENDUM C
APPLICATION SOURCE CODE REPOSITORY

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

a. **County Application Source Code**. To facilitate the centralized management, reporting, collaboration, and continuity of access to the most current production version of application source code, all code, artifacts, and deliverables produced under this Master Agreement, (hereinafter referred to as "County Source Code") shall be version controlled, stored, and delivered on a single industry-standard private Git repository, provided, managed, and supported by the County. Upon commencement of the Master Agreement period, the Contractor will be granted access to the County's private Git repository.

b. **Git Repository.** The Contractor will use the County Git repository during the entire lifecycle of the project from inception to final delivery. The Contractor will create and document design documents, Data flow diagrams, security diagrams, configuration settings, software or hardware requirements and specifications, attribution to third-party code, libraries and all dependencies, and any other documentation related to all County Source Code and corresponding version-controlled documentation within the Git repository. This documentation must include an Installation Guide and a User Guide for the final delivered source code such that County may download, install, and make full functional use of the delivered code as specified and intended.

Appendix D, Exhibit O

Subsequent Executed Work Orders

APPENDIX E
CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

APPENDIX F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____
(AS IT APPEARS ON STATE FILED DOCUMENT)

MASTER AGREEMENT NO. #22-001 WORK ORDER NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

(RESPONSIBLE FOR CONTRACTOR'S ADMINISTRATION OF THIS MASTER AGREEMENT AND SHALL COORDINATE WITH COUNTY'S VESSMA ADMINISTRATOR, OR HIS OR HER DESIGNEE, WITH RESPECT TO ALL ADMINISTRATIVE MATTERS)

Name: _____ **Title:** _____
Address: _____
Telephone: _____ E-Mail: _____

CONTRACTOR'S PROJECT MANAGER (A)and DESIGNEE (B):

(RESPONSIBLE FOR CONTRACTOR'S DAY-TO-DAY ACTIVITIES AS RELATED TO THIS MASTER AGREEMENT AND SHALL COORDINATE WITH COUNTY'S WORK ORDER PROJECT MANAGERS ON A REGULAR BASIS WITH RESPECT TO ALL ACTIVE WORK ORDERS)

(A) Name: _____ Title: _____
Address: _____
Telephone: _____ E-Mail: _____

(B) Name: _____ Title: _____
Address: _____
Telephone: _____ E-Mail: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(A) and DESIGNEE (B)

(CONTRACTOR REPRESENTS AND WARRANTS THAT ALL REQUIREMENTS OF CONTRACTOR HAVE BEEN FULFILLED TO PROVIDE ACTUAL AUTHORITY TO SUCH OFFICIALS TO EXECUTE DOCUMENTS UNDER THIS MASTER AGREEMENT ON BEHALF OF CONTRACTOR)

(A) Name: _____ Title: _____
Address: _____
Telephone: _____ E-Mail: _____

(B) Name: _____ Title: _____
Address: _____
Telephone: _____ E-Mail: _____

Notices to Contractor shall be sent to the following address:

Name: _____ Title: _____
Address: _____
Telephone: _____ E-Mail: _____

CONTRACTOR'S NAME: _____
(AS IT APPEARS ON STATE FILED DOCUMENT)

43.0 NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING ADDRESS:
(ALL NOTICES OR DEMANDS REQUIRED OR PERMITTED TO BE GIVEN OR MADE UNDER THIS MASTER AGREEMENT)

Address: _____

Email: _____

THE RESPONSES TO ITEMS #1 THROUGH #6 BELOW ARE REQUESTED FOR INFORMATIONAL PURPOSES ONLY.

1. If your firm is a corporation; enter state filed (legal) name (found on the Articles of Incorporation) and the state where Incorporated:

   Name: _____
   State: _____

2. Is your firm a partnership? Yes ☐ No ☐ **or**, a sole proprietorship? Yes ☐ No ☐

   If yes, enter the name of the proprietor or managing partner:

   _____

3. Is your firm doing business under one or more DBA's? Yes ☐ No ☐

   If yes, please list all DBA's and the County(s) of registration:

Name	County of Registration

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? Yes ☐ No ☐

   If yes, please enter;

   Name of parent firm: _____

   State of incorporation or registration of parent firm: _____

   Please provide office facsimile number: _____

5. Please provide office E-Mail address: _____

APPENDIX G

Intentionally Omitted

APPENDIX H
REQUEST FOR PREFERENCE CONSIDERATION (LSBE, SE AND DVBE)

For County Solicitations subject to the Federal Restriction

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the bid. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS BID BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☐ **Request for Local Small Business Enterprise (LSBE) Program Preference**

- ☐ Meets the revenues and employee size criteria of the federal Small Business Administration and maintains an active registration as a small business in the System for Award Management (SAM) data base; **and**
- ☐ Certified as a LSBE by the DCBA.

☐ **Request for Social Enterprise (SE) Program Preference**

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

☐ **Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under to DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: and
- ☐ Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

- ☐ **DCBA certification is attached.**

Name of Firm	County Webven No.
Print Name:	Title:
Signature:	Date:

Reviewer's Signature	Approved	Disapproved	Date

APPENDIX H
REQUEST FOR PREFERENCE CONSIDERATION (LSBE, SE AND DVBE)

Use this form for County Solicitations **Not** subject to the Federal Restriction

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the bid. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS BID BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☐ **Request for Local Small Business Enterprise (LSBE) Program Preference**

- ☐ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- ☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee size that meet the State's Department of General Services requirements; **and**
- ☐ Certified as a LSBE by the DCBA.

☐ **Request for Social Enterprise (SE) Program Preference**

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

☐ **Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: and
- ☐ Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

☐ **DCBA certification is attached.**

Name of Firm	County Webven No.
Print Name:	Title:
Signature:	Date:

Reviewer's Signature	Approved	Disapproved	Date

APPENDIX I

POLICY ON DOING BUSINESS WITH SMALL BUSINESSES

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

_____

_____

_____

_____

_____

_____

APPENDIX J

RFSQ TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENT REVIEW

A Solicitation Requirements Review must be received by the County within ten (10) business days of issuance of the solicitation document

Vendor Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantage for the following reason(s): *(check all that apply)*

☐ Application of **Minimum Requirements**

☐ Application of **Business Requirements**

☐ Due to **unclear instructions** - may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **(ten) 10 business days** of issuance of the solicitation document.

Attach supporting documentation describing each area contested: Vendor must **explain in detail** the factual reasons for the requested review.

Request submitted by:

_____ _____

(Name) *(Title)*

For County Use Only	
Date of VESSMA solicitation:_____	Date Request received: _____ Date Response sent: _____
Results of County review:	

APPENDIX K

TITLE 2 ADMINISTRATION
CHAPTER 2.203.010 THROUGH 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings

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

2.203.020 Definitions

The following definitions shall be applicable to this chapter:

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

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

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

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
3. A purchase made through a state or federal contract; or
4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or asuccessor provision; or
5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002).

2.203.030 Applicability

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002).

2.203.040 Contractor Jury Service Policy

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than (five) 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 employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

2.203.050 Other Provisions

A. Administration. The Chief Executive Officer shall be responsible for the administration of this chapter. The Chief Executive Officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002).

2.203.060 Enforcement and Remedies

For a contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002).

2.203.070. Exceptions

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

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

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

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability

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

APPENDIX L

TITLE 2 ADMINISTRATION
CHAPTER 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.

2.206.020 Definitions.

2.206.030 Applicability.

2.206.040 Required solicitation and contract language.

2.206.050 Administration and compliance certification.

2.206.060 Exclusions/Exemptions.

2.206.070 Enforcement and remedies.

2.206.080 Severability.

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

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

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

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

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

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

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

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

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within (ten) 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

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

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

2.206.060 Exclusions/Exemptions.

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

1. Chief Executive Office delegated authority agreements under $50,000;

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

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

4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;

5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.

6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.

7. Program agreements that utilize Board of Supervisors' discretionary funds;

8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by thecounty pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or asuccessor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

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

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

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

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

APPENDIX M

LIST OF DEBARRED CONTRACTORS

LIST OF DEBARRED CONTRACTORS IN LOS ANGELES COUNTY MAY BE OBTAINED BY GOING TO THE FOLLOWING WEBSITE:

https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/

APPENDIX N

Intentionally Omitted

APPENDIX O

IRS NOTICE 1015

LATEST VERSION IS AVAILABLE FROM IRS WEBSITE AT:

http://www.irs.gov/pub/irs-pdf/n1015.pdf

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2019)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note: You are encouraged to notify each employee whose wages for 2019 are less than $55,952 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2020.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at *www.irs.gov/FormsPubs*. Or you can go to *www.irs.gov/OrderForms* to order it.

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2019 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2019 and owes no tax but is eligible for a credit of $800, he or she must file a 2019 tax return to get the $800 refund.

Notice **1015** (Rev. 12-2019)
Cat. No. 20599I

APPENDIX P

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

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

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

1. DEFINITIONS

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

a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).

b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.

c. **County Information:** all Data and Information belonging to the County.

d. **Data:** a subset of Information comprised of qualitative or quantitative values.

e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.

f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.

g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.

i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.

j. **Integrity**: the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.

k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.

l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.

m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.

n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.

o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.

p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.

q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

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

new and emerging Threats and Risks.

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

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

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

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;

- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Master Agreement, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contactor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Master Agreement. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Master Agreement and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

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

6. CONFIDENTIALITY

a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".

b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Master Agreement, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the

County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Master Agreement, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Master Agreement, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Master Agreement. This obligation is perpetual.

d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.

e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Master Agreement and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

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

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

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in

this Exhibit, as set forth in the Master Agreement, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

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

a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.

b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.

c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.

d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.

e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.

f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

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

8. SUBCONTRACTORS AND THIRD PARTIES

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

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

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such

as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

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

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

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Master Agreement for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Master Agreement; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Master Agreement or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.

b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide

an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Master Agreement or at any time upon the County's request. On termination or expiration of this Master Agreement, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

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

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Master Agreement or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the

Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

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

a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;

b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;

c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;

d. Applications will include access control to limit user access to County Information and application system functions;

e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and

f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

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

a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email
CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:
Ralph Johnson
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

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

Departmental Information Security Officer:
Name: Daniel Temisanren
Departmental Information Security Officer
Address: 12400 E Imperial Hwy
City, State Zip: Norwalk, CA 90650
Phone: (562) 462-2445

E-mail address: Include the following Information in all notices:

i. The date and time of discovery of the Incident,
ii. The approximate date and time of the Incident,
iii. A description of the type of County Information involved in the reported Incident, and
iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.

b. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.

c. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.

d. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.

e. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Master Agreement and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Master Agreement and be grounds for immediate termination of this Master Agreement in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

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

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

b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit**;** and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Master Agreement.

   Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the

audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

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

17. CYBER LIABILITY INSURANCE

The Master Agreement shall secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Master Agreement prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least **$10 million** per occurrence and in the aggregate during the term of the Master Agreement, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Master Agreement. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request.

The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

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

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

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

ADDENDUM TO APPENDIX P

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APPENDIX P - ADDENDUM A
SOFTWARE AS A SERVICE (SaaS)

a. **License:** Subject to the terms and conditions set forth in this Master Agreement, including payment of the license fees by to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of this Master Agreement to enable the County to use the full benefits of the SaaS and achieve the purposes stated herein.

b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, The Contractor shall immediately and within twenty-four (24) hours implement the Contractor's Business Continuity Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Master Agreement.

   The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Master Agreement and Section 0 18. PRIVACY AND SECURITY INDEMNIFICATION.

   The Contractor shall include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

   In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two (2) hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor shall create daily backups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Master Agreement and available when needed.

c. Enhancements: Upgrades, replacements and new versions: The Contractor agrees to provide to County, at no cost, prior to, and during installation and implementation of the SaaS any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor's other customers.During the term of this Master Agreement, the Contractor shall promptly notify the County of any available updates, enhancements or newer versions of the SaaS and within thirty (30) Days update or provide the new version to the County. The Contractor shall provide any accompanying documentation in the form of new or revised documentation necessary to enable the County to understand and use the enhanced, updated, or replaced SaaS.

   During the Master Agreement term, the Contractor shall not delete or disable a feature or functionality of the SaaS unless the Contractor provides sixty (60) Days advance notice and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the County. If the Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Master Agreement for material breach and receive a pro-rated refund.

c. **Location of County Information:** The Contractor warrants and represents that it shall store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.

d. **Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor shall have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings shall be shared with County's Chief Information Security Officer within ten (10) business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.

e. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Master Agreement, the Contractor shall notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least thirty (30) Days prior to engaging the Subcontractor and obtain written consent of the County's Contract Administrator.

f. **Information Import Requirements at Termination:** Within one (1) Day of notification of termination of this Master Agreement, the Contractor shall provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.

g. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Master Agreement, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:

    i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;

    ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;

    iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and

    iv. Such other activities upon which the Parties may reasonably agree.

APPENDIX P - ADDENDUM B
CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in this Master Agreement, the Contractor shall ensure the following provisions and security controls are established for any and all Systems or Hardware provided under this Master Agreement.

a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Master Agreement. The Contractor must be able to provide such management records to the County at inception of the Master Agreement and upon request.

b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under this Master Agreement. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under this Master Agreement, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of this Master Agreement, the Contractor must document their access control plan for Systems or Hardware covered under this Master Agreement and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.

c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within ninety (90) Days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot do so within ninety (90) Days, the Contractor must provide a Risk assessment to the County's Chief Information Security Officer (CISO).

d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Master Agreement. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO). The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.

e. **Media Encryption:** Throughout the duration of this Master Agreement, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Master Agreement in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's Chief Information Security Officer (CISO).

f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free, and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

APPENDIX P - ADDENDUM C
APPLICATION SOURCE CODE REPOSITORY

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

a. **County Application Source Code**. To facilitate the centralized management, reporting, collaboration, and continuity of access to the most current production version of application source code, all code, artifacts, and deliverables produced under this Master Agreement, (hereinafter referred to as "County Source Code") shall be version controlled, stored, and delivered on a single industry-standard private Git repository, provided, managed, and supported by the County. Upon commencement of the Master Agreement period, the Contractor will be granted access to the County's private Git repository.

b. **Git Repository.** The Contractor will use the County Git repository during the entire lifecycle of the project from inception to final delivery. The Contractor will create and document design documents, Data flow diagrams, security diagrams, configuration settings, software or hardware requirements and specifications, attribution to third-party code, libraries and all dependencies, and any other documentation related to all County Source Code and corresponding version-controlled documentation within the Git repository. This documentation must include an Installation Guide and a User Guide for the final delivered source code such that County may download, install, and make full functional use of the delivered code as specified and intended.