

REQUEST FOR PROPOSALS (RFP) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

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.

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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- 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)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website.

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

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 2016)

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 2016 are less than \$53,505 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, 2017.

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 Form 1040, 1040A, or 1040EZ.

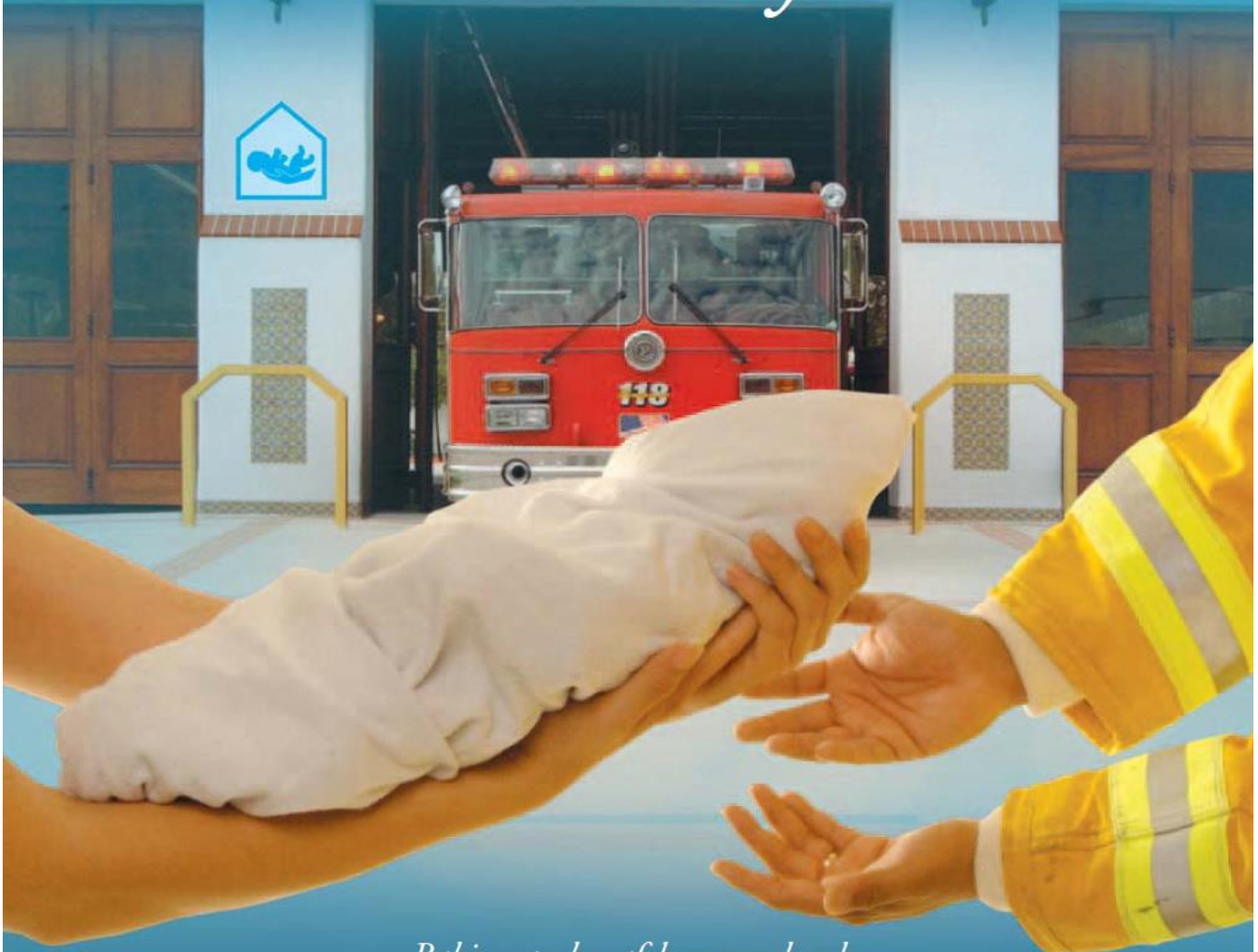
How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2016 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 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2016)

Cat. No. 205991

Safely Surrendered *Baby Law*



*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

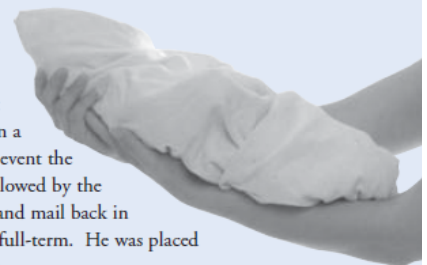
What is the Safely Surrendered Baby Law?

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.

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.



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.

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 brazaletes 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.



Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Intentionally Omitted

Intentionally Omitted

Title 2 ADMINISTRATION
 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
 AND CONTRACTOR DEBARMENT

2.202.010 Findings and declaration.**2.202.020 Definitions.****2.202.030 Determination of contractor non-responsibility.****2.202.040 Debarment of contractors.****2.202.050 Pre-emption.****2.202.060 Severability.****2.202.010 Findings and declarations.**

A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.

(Ord. 2014-0035 § 1, 2014: Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 - Definitions.

For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract.

(Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 - Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds 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 omission 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.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.
- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

(Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 - Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county 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 omission 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.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

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DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.
- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
 - (3) Whether there is a pattern or prior history of wrongdoing.
 - (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
 - (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
 - (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
 - (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
 - (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
 - (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
 - (10) Whether the wrongdoing was pervasive within a contractor's organization.
 - (11) The positions held by the individuals involved in the wrongdoing.

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- (12) Whether a contractor participated in, knew of, or tolerated the offense.
- (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
- (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
- (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
- (17) Other factors that are appropriate to the circumstances of a particular case.

(Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.
- G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

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- H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (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. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 - Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

(Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 - Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

(Ord. 2000-0011 § 1 (part), 2000.)

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

COUNTY DETERMINATION	RANGE OF DEDUCTION (Deduction is taken from the maximum evaluation points available)	
	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
Proposer Name: _____ Contracting Department: _____ Department Contact Person: _____ Phone: _____		
MAJOR	8 - 10%	16 - 20%
County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	Consider investigating a finding of proposer non-responsibility**	Consider investigating a finding of proposer non-responsibility**
SIGNIFICANT	4 - 7%	8 - 14%
County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*		Consider investigating a finding of proposer non-responsibility**
MINOR	2 - 3%	4 - 6%
County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*		
INSIGNIFICANT	0 - 1%	1 - 2%
County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*		
NONE	0	N/A
County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*		

Assessment Criteria

* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

****County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.**

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Intentionally Omitted

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.)

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2.206.030 Applicability.

This chapter shall apply to all solicitations issued 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 entered into 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 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;

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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 the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor 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.

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- 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 P

GLOSSARY AND ACRONYMS

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1.0 Glossary

The words and phrases listed below shall have the meanings given in this Appendix P (Glossary and Acronyms) whenever used in RFP Phase 2, including the body of the RFP, Exhibits and Appendices thereto. Capitalized terms not otherwise defined in this Appendix P (Glossary and Acronyms) shall have the meanings ascribed to them in the document in which they appear. In the event there is a conflict between how a term is defined in this Appendix P (Glossary and Acronyms) and any other portion of the RFP Phase 2, the order of precedence for understanding the meaning of that term shall be as follows: (a) how that term is defined in this Appendix P (Glossary and Acronyms), (b) how that term is defined in the body of the RFP and (c) how that term is defined in the other Exhibits or Appendices. Unless otherwise specified herein, all references in this Appendix P (Glossary and Acronyms) to Sections shall refer to the respective Sections of the body of the RFP (rather than the Exhibits or Appendices thereto).

A

Administrative Proposal: The documentation submitted by Proposer to the County as described in Section 5.7 of this RFP Phase 2.

Affiliates: Any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such first Person.

Audio Ballot Booth (“ABB”): The accessible voting station in the current InkaVote+ voting system. The function of the ABB will be replaced by the accessibility features designed into the Ballot Marking Device in the new voting system.

Application Control System (“ACS”): The software and electronics system inside the Ballot Marking Device that runs the voting application and controls all of the Ballot Marking Device peripherals.

Application Layer: The highest level in the Open System Interconnection model that the user interacts with and that interacts with the software.

Auxiliary Ballot Definition File (“ABDF”): The data package that will contain all the data needed to drive the Interactive Sample Ballot that is not included in the Ballot Definition File. It will contain data that will be content managed via the Interactive Sample Ballot Content Management System. Described in the System Connectivity section of the Software Solution Design Document.

B

Ballot Activation Mechanism (“BAM”): A way to bridge the air gap between the Electronic Pollbook and the Ballot Marking Device inside a Vote Center to activate a voting session with the correct ballot style.

Ballot Control System (“BCS”): The software and electronics system that is responsible for printing, scanning and moving the Ballot Marking Device Ballot within the Ballot Marking Device.

Ballot Definition File (“BDF”): A data package that provides all of the content and ordering required to populate a ballot for any precinct in the election. Described in the System Connectivity section of the Software Solution Design Document.

Ballot Layout Definition File (“BLDF”): The list of locations for printing contests and candidates on the Ballot Marking Device paper ballot and the Vote by Mail ballot. Described in the System Connectivity section of the Software Solution Design Document.

Ballot Marking Device (“BMD”): The voting machine that voters use to make selections, mark and cast their paper ballot inside of a Vote Center in the new voting system.

Ballot Page Metadata (“BPM”): The collection of data needed to activate the appropriate ballot on the Ballot Marking Device. A BPM QR code is printed on the BMD Ballot during voter check in as part of the Ballot Activation Mechanism. Described in the System Connectivity section of the Software Solution Design Document.

Bill of Materials: A structured list of the raw materials, parts and assemblies that constitute a product to be manufactured.

BMD Application Configuration File (“ACF”): Voting application configuration and editable content. Described in the System Connectivity section of the Software Solution Design Document.

BMD Ballot: The paper ballot used with Ballot Marking Devices in a Vote Center.

BMD Election Interaction Data (“BID”): The anonymized Ballot Marking Device interaction data collected to help the County understand how voters are using the Ballot Marking Devices and identify potential issues that may be occurring in the field. Described in the System Connectivity section of the Software Solution Design Document.

BMD Election Logs (“BEL”): The logs generated by a single Ballot Marking Device over the course of one election. Described in the System Connectivity section of the Software Solution Design Document.

BMD External Hardware (“BEH”): All of the external hardware of the Ballot Marking Device. All of the components of the Ballot Marking Device that are not the Ballot Marking Device Internal System.

BMD Internal System (“BIS”): The electronics and software that run inside of the Ballot Marking Device. Includes the Application Control System, Ballot Control System, paper handler and other peripherals.

BMD Manager (“BMG”): A software application used in the Election Operations Center to manage the fleet of Ballot Marking Devices inside the secure Election Operations Center network.

BMD Public Keys (“BPK”): A data package containing a list of the Ballot Marking Device IDs (serial/machine number) and public keys. Described in the System Connectivity section of the Software Solution Design Document.

BMD System Configuration File (“SCF”): A data package that contains the system level configurations and font files for the Ballot Marking Device. Described in the System Connectivity section of the Software Solution Design Document.

BMD System Image (“BSI”): The image loaded onto Ballot Marking Devices using the BMD Manager application inside the secure Election Operations Center network. Provides the certified Ballot Marking Device operating system and application image.

Board Support Package (“BSP”): The package of low-level software that loads the operating system and device drivers for all the devices on a mother board. In the Ballot Marking Device, both the Application Control System and Ballot Control System each have their own board support package.

Board of Supervisors (“Board”): The Board of Supervisors of the County.

Build: The set of hardware or software, or both, components that are created to achieve a specific purpose and tested and deployed together. The Build may include a series of versions, with unique names or numbers, to reflect the ongoing development of the applicable components.

C

California Polling Place Accessibility Guidelines (“CAPPAG”): Guidelines compiled by the California Secretary of State, with help from the California Department of Rehabilitation, to help elections officials ensure that polling places are accessible to voters with disabilities to the extent possible.

California Voting System Standards (“CVSS”): The standards voting systems must meet to be certified for use in the State of California. Created by the office of the California Secretary of State. Previously referred to as the California Voting System Performance Standards.

Cast Vote Record (“CVR”): A data package that is the tabulation ready digital record of a voter’s ballot selections. The CVR is the main output of the Tally System. Described in the System Connectivity section of the Software Solution Design Document.

Commencement Date: The date mutually agreed upon between Contractor and County following Board approval of the Contract on which the work on the Project will begin.

Commercial Off-The-Shelf (“COTS”): Devices that are sold commercially and are readily available, such as laptops, scanners, tablets and printers.

Contract: The agreement executed between County and Prime Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work related to VSAP.

Contractor: Person who has entered into a Board-approved agreement with the County to perform or execute the work covered by a contract.

Contractor In-Scope Components: All the components of the Voting Solutions for All People Solution to be provided by the Contractor as described in the Scope of Work.

Coordination Services: The services required to ensure a tightly coordinated approach across all parties (the County, Contractor and third-party vendors) responsible for developing or delivering any VSAP component, including identification of performance issues and coordination among all parties involved in the process to resolve the issues.

Cost Proposal: The documentation submitted by Proposer to the County as described in Section 5.9 of this RFP Phase 2.

County: The County of Los Angeles, in the State of California.

County Intellectual Property (“County IP”): a) the VSAP Supplement and any related data, information, material or other Intellectual Property the County discloses to Proposer to facilitate Proposer's preparation of its response to the RFP; (b) any proprietary, confidential, trade secret information or other Intellectual Property of the County and/or others the County possesses relating to its current or planned voting systems, technology, designs, specifications, manufacturing methods, know-how, operational plans, business relationships, software (including object and source code), or firmware; (c) any data, information, material, or other Intellectual Property identifying, characterizing, or related to any trait, feature, function, risk, threat, vulnerability, weakness, or problem regarding any data or system security in the County's current or planned voting systems, or to any safeguard, countermeasure, contingency plan, policy, or procedure, for any data or system security contemplated or implemented by the County, (d) any other non-public information shared with the Proposer or any member of a Proposer-Led Team by the County and (e) all notes, analyses, compilations, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials or Intellectual Property prepared by or for Proposer or any Authorized Party that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any documents, materials or other information disclosed by the County to Proposer.

County Project Management Team: The Department staff who will work with the Prime Contractor on the day-to-day management of the VSAP Project.

County Stakeholder: An individual or group who has an interest in the VSAP Solution.

Critical Election Work Period: The twenty (20) days immediately prior to any election taking place in the County.

D

De Minimis: A change that is so minor that a full re-certification of the voting system or component is not expected. Determination is made by the California Secretary of State's office.

Deficiency or Defect: Something that is missing in a component.

Department: The Los Angeles County Department of Registrar-Recorder/County Clerk.

Deployment: The series of activities to make the VSAP Solution available for use.

Design for Manufacturing (“DFM”): The practice of designing products in such a way that they are easy and cost effective to manufacture. Also known as Design for Manufacture or Design for Manufacturability.

Design Stewards: The Person that provides professional consulting services, including design guidance regarding core design intent and research findings, to preserve the integrity of Phase 3 System Design and Engineering. Throughout the production engineering and manufacturing phases, the Design Stewards will also safeguard the original design intent as much as possible

and help the County understand and resolve trade-offs between design intent and engineering and manufacturing constraints.

Design Validation Testing (“DVT”): Tests performed on engineering prototypes, built of components made using production tooling, to validate the tooled design meets predetermined specifications and requirements.

Design Validation Unit (“DVU”): A functional engineering prototype that proves the functionality of the Ballot Marking Device reference design. Five Ballot Marking Device DVUs were built in Phase 3 System Design and Engineering.

E

Election Artifact (“EA”): The complete electronic archive of the election. It contains all input data, Cast Vote Records, results, rosters and logs for an election. Described in the System Connectivity section of the Software Solution Design Document.

Election Audio Package (“EAP”): An archive of the audio files used to drive the Ballot Marking Device audio interface. Described in the System Connectivity section of the Software Solution Design Document.

Election Contest and Ballot Management System (“ECBMS”): The software system that manages contest, candidate and other ballot layout information for an election. It is part of current voting system and will be a part of the Election Management System. Described in the Election Management System section of the Software Solution Design Document.

Election Management System (“EMS”): A collection of software systems that manages voting operations for the County.

Election Operations Center (“EOC”): The location where equipment needed to set up a vote center is stored, maintained, prepared and deployed.

Electronic Pollbook (“ePollbook”): A device that contains and updates the digital roster that Vote Center staff use to check in a voter at a Vote Center. Electronic Pollbooks replace 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 System Manifest (“ESM”): A data package containing the descriptions, file paths and signatures for all of the files contained in the election archives. The Election System Manifest is calculated on the files that go in the Election Archive and is designed to allow for the individual verification of the files to ensure the integrity of the Election Archive content. Described in the System Connectivity section of the Software Solution Design Document.

Engineering Validation Testing (“EVT”): Tests performed on engineering prototypes to validate that the design of a product meets predetermined specifications and requirements.

EPB Voter Roster (“EVR”): A data package containing a list of the people eligible to vote in an election and (after the election has started) the list of people who have completed the voting

process for that particular election. Described in the System Connectivity section of the Software Solution Design Document.

Error: The result of a process (within or between systems or as part of a workflow) that is not as expected, such as from a mistake in software code, processes not running in the correct sequence or an incorrectly defined user workflow.

Essential Election Work Period: The time period commencing sixty (60) days immediately prior to an election being held in the County and ending twenty-one (21) days immediately prior to an election being held in the County.

F

Field Guides to Ensuring Voter Intent (“FGEVI”): Field guides produced by the Center for Civic Design for designing usable and accessible elections, based on solid research and best practices.

Full Rollout: The point at which the VSAP Solution becomes the County’s sole voting solution.

G

General Voting System Principles (“GVSP”): A set of 14 principles adopted to guide the acquisition and implementation of the new system and ensure that a new voting system for Los Angeles County meets the diverse needs of current and future Los Angeles County voters. The specific goal of these principles is to articulate the importance of: voter access to and interface with the voting system, voting system security and auditability, as well as the operational requirements for transporting, setting up, and operating the voting system. These principles are available online at: <http://vsap.lavote.net/principles/>

H

Hardware: Physical equipment, such as voting devices, scanners and printers.

Hardware Security Module (“HSM”): A Hardware security function capability of the Ballot Marking Device that secures and authenticates cryptographic signing keys to ensure the Ballot Marking Device is running the verified, official version of system software and calculate the Hashed Message Authentication Code for Selection Barcode Encoding string so that the Tally System can ensure that it can recognize Ballot Marking Device Ballots that have been marked on official Ballot Marking Devices. Described in the System Security section of the Software Solution Design Document.

Hashed Message Authentication Code (“HMAC”): A specific type of message authentication code involving a cryptographic hash function in combination with a secret cryptographic key. It is used in various places in the new voting system to verify the data integrity and authenticity of data as described in the System Security section of the Software Solution Design Document.

Help America Vote Act (“HAVA”): A law passed in 2002 that establishes mandatory minimum standards for states to follow in several key areas of election administration.

I

Important Election Work Period: The time period commencing one-hundred and twenty (120) days immediately prior to an election being held in the County and ending sixty-one (61) days immediately prior to an election being held in the County.

Independent Testing Authority (“ITA”): A laboratory, also known as a Voting System Test Lab, accredited by the Election Assistance Commission for the testing of voting systems against the Voluntary Voting System Guidelines as part of the certification process.

Intellectual Property (“IP”): Inventions (whether or not patentable), discoveries, ideas, know-how, works of authorship, including copyrights, patents, trade secrets, moral rights, any registrations or applications relating to any of the foregoing, whether now existing or hereafter created, developed, arising or otherwise coming into being, and all foreign equivalents of each and all of the foregoing.

Interactive Sample Ballot (“ISB”): A digital sample ballot in the form of a responsive website that voters can use to make selections before an election. The ISB creates a Poll Pass that voters can scan to load their pre-marked selections into a Ballot Marking Device to speed up their voting experience in the Vote Center. The ISB also delivers the capabilities for Remote Accessible Vote by Mail and Uniformed and Overseas Citizens Absentee Voting Act voting.

Interfaces: The boundary between two systems or components through which information is shared. Interfaces can be bidirectional or unidirectional.

J

K

Key Personnel: All persons employed in the roles included in Tables 4 and 5 of this RFP Phase 2.

L

M

Maintenance and Support (“M&S”): The stage after the Warranty period in which the Contractor will fix deficiencies for the County on the basis of a fixed fee for a period of time.

Microcomputer Tally System (“MTS”): The current tally system that will be replaced in the new voting system.

M&S Closeout: The process at the end of the Maintenance and Support term, including any County-approved extensions, used to confirm that the deliverables and tasks of the Contract have been completed in order to formal close the Contract.

N

O

P

Parent Company: A Person that has at least a majority ownership interest in (or power to elect a majority of the board of directors or other governing body of) another Person or is otherwise able to control the operations and management of such Person.

Partner Support: Persons that may work with the County on VSAP components and other services outside the scope of this RFP Solicitation (e.g., Design Stewards, Management Consultants, Tally Solution Developer) with which the Prime Contractor will be expected to coordinate to accomplish its tasks and deliverables.

Person: An individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including any governmental entity.

Personally Identifiable Information (“PII”): Any data that could potentially identify a specific Person.

Pilot: A trial or experimental use of the Voting Solutions for All People Solution prior to the full rollout in a Countywide election.

Poll Pass: A paper or digital artifact analogous to an airline boarding pass that is created by the Interactive Sample Ballot and used by a voter to transfer their pre-marked selections to a Ballot Marking Device.

Precinct Ballot Reader (“PBR”): A component of the current InkaVote+ system used in precinct polling places to catch overvotes and blank ballots on manually marked ballots. The PBR will be made obsolete by the Ballot Marking Device in the new voting system.

Prime Contractor: The Contractor responsible for delivery of all of the Contractor In-Scope Components, which the County has entered into a contract with after being selected through this RFP Phase 2, whose work shall include the management of Subcontractors (if identified in such Prime Contractor’s submitted Proposal) involved in providing such Contractor In-Scope Components.

Production Validation Testing (“PVT”): Tests performed on hardware units built on a production line to validate that the production tooling and processes are capable of consistently producing products that meet predetermined specifications and requirements in mass production.

Project Control Document (“PCD”): The project management document described in Section 1.1.2 of the Scope of Work that encompasses all activities related to the development, implementation, testing, certification and integration of the VSAP Solution. Activities included in the PCD reflect the Project through Maintenance and Support.

Project Information Library (“PIL”): A single online repository used to store, organize, track, control and disseminate all information and items produced during the VSAP Project.

Project Initiation Session Planning Materials: The agenda and presentation described in Section 1.1.3.1 of the Scope of Work that will be developed and used for the Project Initiation Session.

Project Initiation Session: The event described in Section 1.1.3.2 of the Scope of Work that will introduce County leadership and staff to the services covered by the Scope of Work,

including the timelines, dependencies and nature of the work effort that will be required to implement the Scope of Work.

Project Management Institute® (“PMI”): A nonprofit membership organization for individuals in the project management profession.

Project Management Professional® (“PMP”): A certification offered by the Project Management Institute.

Project Orientation Materials: The materials described in Section 1.1.4 of the Scope of Work that will be developed and used for orienting new project team members to the goals, objectives and approach of the VSAP Project.

Proposal: The document submitted by Proposers that outlines their solutions to meet the needs of the County as outlined in the RFP Phase 2 and the cost to do so.

Proposer: The potential Prime Contractor who is submitting a Proposal in response to this RFP Phase 2.

Proposer-Led Team: The team of vendors who are submitting a Proposal under the leadership of a Proposer.

Q

Quick Response (QR) Code: A two-dimensional barcode widely used for many purposes.

R

Registrar-Recorder/County Clerk (“Department”): The entity of the Los Angeles County government that is tendering this RFP and responsible for providing essential records management and County elections registrar functions. For more information visit <https://www.lavote.net/>

Release: A release is the distribution of the final packaged version of all components of a system with a defined list of the version of each component and the assumption that these versions of those components have been adequately tested to work together to perform the functions of the system.

Remote Accessible Vote by Mail (“RAVBM”): A mechanical, electromechanical, or electronic system and its software used for purpose of marking an electronic Vote by Mail ballot remotely, outside a polling location, for a voter with disabilities or a military or overseas voter who would then be required to print the paper ballot to be submitted to the elections official.

RFP Phase 1: The prequalification phase of the Voting Solutions for All People Request for Proposals process.

RFP Phase 2: The Request for Proposals phase in which prequalified Proposer-Led Teams are provided the County’s requirements and specifications and invited to submit a formal Proposal for the development, manufacture and implementation of the Voting Solutions for All People Solution as defined in this this RFP Phase 2 – Proposal Evaluation and Contractor Selection.

S

Scope of Work (“SOW”): Appendix A to this RFP Phase 2, which describes services and deliverables being requested of the Prime Contractor, including directions, provisions, requirements and special provisions pertaining to the method, frequency, manner and place of performing the Contract services.

Selection Ballot Record (“SBR”): A data package created during the Tally process that reflects the ballot as marked. It precedes the Tally-optimized Cast Vote Record, which reflects the ballot as stored and Tally-ready. Described in the System Connectivity and Tally sections of the Software Solution Design Document.

Selection Barcode Encoding (“SBE”): The format for the QR code data encoding used to record and transmit voter intent. This format is shared by the QR codes used to transfer data from the Interactive Sample Ballot to the Ballot Marking Device and the Ballot Marking Device to Tally. Described in the System Connectivity section of the Software Solution Design Document.

Software Solution Design Document (“SSDD”): A detailed account of the technical software architecture for the new voting system and its various components, data packages and supporting infrastructure.

Specialty Vendor: A Contractor that responded to RFP Phase 1 to express interest in providing specific work related to one (1) or more specialty/specialties for the Voting Solutions for All People Solution.

State-Approved Testing Agency (“S-ATA”): An Independent Testing Authority approved by the California Secretary of State.

Subcontractor: A Contractor that is a member of a Proposer-Led Team who will provide some or all of the product(s) and/or service(s) for the Voting Solutions for All People Solution under the applicable Prime Contractor’s leadership and accountability if a Contract results from this RFP.

Subject Matter Expert (“SME”): An expert in a given subject matter.

Subsidiary: With respect to any Person, any other Person which owns, directly or indirectly, stock or other equity interests having ordinary voting power to elect more than 50% of the board of directors or other governing body of such first Person.

Systems Integration Services: The services required to ensure seamless integration of all VSAP components and the overall VSAP Solution, including the identification and resolution of functional, security or technology issues related to the seamless integration of the BMD, BMG and ISB, and regression testing of all impacted components.

Systems Integrator: A vendor that brings together system components into a whole and ensures that the components function together as intended.

I

Tally Election Artifact (“TEA”): A superset of the Tally Results Report that also contains Cast Vote Records and ballot images. It should include the totality of all data generated by the Tally System that needs to be archived or used in audits, canvass, or system analysis. Described in the System Connectivity section of the Software Solution Design Documents.

Tally Layout Definition File (“TLDF”): The information that describes how the physical ballot layout is structured. Used by the Tally System as a mark-sense mask used to locate vote positions on Vote by Mail ballots for each ballot style. It must be used in concert with the Ballot Definition File. Described in the System Connectivity and Tally sections of the Software Solution Design Document.

Tally Results Report (“TRR”): Report that aggregates all of the election Cast Vote Records to compose the most detailed report that the Tally System will generate. Described in the System Connectivity and Tally sections of the Software Solution Design Document.

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

Technical Proposal: The documentation submitted by Proposer to the County as described in Section 5.8 of this RFP Phase 2.

U

Uniformed and Overseas Citizens Absentee Voting Act (“UOCAVA”): Act passed in 1986 ensuring military/uniformed service members and United States citizens living outside the territorial limits of the United States or the District of Columbia for reasons of employment, study programs or military service (including the spouse or dependents of one serving in the military) are eligible to register to vote and request a Vote by Mail (absentee) ballot. This act is administered by the Federal Voting Assistance Program. For more information visit: <http://www.fvap.gov/>

Unit Testing: The method of software testing used to determine whether individual units of a project, such as a piece of source code or functionality, are tested to determine if they are ready for use.

User Acceptance Testing (“UAT”): The final phase of testing in which users test software using scenarios reflecting expected, regular user workflows.

User Experience: The interaction between a user and a set of applications, processes, content, hardware, services or other users.

User Interface: The technology, particularly the design of the technology, through which the user interacts with an application, process, content, service or other users.

V

Vote by Mail (“VBM”): The absentee voting option in which voters are mailed a ballot that they mark and then mail or drop off at an authorized location.

Vote Center: A polling location that enables any registered voter in the jurisdiction to vote the specific ballot style of that voter at the site. With the use of connected Electronic Pollbooks, the voter need not vote provisionally and can choose to vote at the vote center convenient that day regardless of location within the jurisdiction.

Voting Solutions for All People (“VSAP”): The project, previously known as the Voting Systems Assessment Project, that was developed by the Department in 2009 to address an aging voting system and an increasingly large and complex electorate. The project seeks a collaborative approach to voting system design that will put voters at the center and maximize stakeholder participation. The project name was changed to Voting Solutions for all People in Fall 2017 to highlight the transition from an assessment to a branded solution implementation.

VSAP Program (“Program”): The County’s approach to coordinate all projects and activities related to implementing and supporting the Voting Solutions for All People vision.

VSAP Project (“Project”): The sum of the activities, tasks and deliverables expected to be completed by the Contractor prior to the Warranty period.

VSAP Solicitation: The overall Voting Solutions for All People Request for Proposals process, inclusive of both RFP Phase 1 and RFP Phase 2.

VSAP Solution (“Solution”): The full scope of Voting Solutions for All People components expected to be integrated and certified by the Proposer-Led Team in collaboration with the County, as detailed in this RFP Phase 2.

W

Warranty: The period after implementation in which the Contractor will guarantee at no extra cost to County that each Contractor in-scope component is free from all deficiencies, including by fixing any deficiencies that arise.

X

Y

Z

2.0 Acronyms

Acronym/Initialism	Meaning
ABB	Audio Ballot Booth
ABDF	Auxiliary Ballot Definition File
ACF	BMD Application Configuration File
ACS	Application Control System
BAM	Ballot Activation Mechanism
BCS	Ballot Control System
BDF	Ballot Definition File
BEH	BMD External Hardware
BEL	BMD Election Logs
BID	BMD Election Interaction Data
BIS	BMD Internal System
BLDF	Ballot Layout Definition File
BMD	Ballot Marking Device
BMG	BMD Manager
BPK	BMD Public Keys
BPM	Ballot Page Metadata
BSI	BMD System Image
BSP	Board Support Package
CA DOJ	California Department of Justice
CAPPAG	California Polling Place Accessibility Guidelines
CA SOS	California Secretary of State
COTS	Commercial Off-The-Shelf
CVR	Cast Vote Record
CVSS	California Voting System Standards
DCBA	Department of Consumer and Business Affairs
DFM	Design for Manufacturing
DOD	Department of Defense
DVT	Design Validation Testing
DVU	Design Validation Unit
DVBE	Disabled Veterans Business Enterprise
EA	Election Artifact
EAP	Election Audio Package
ECBMS	Election Contest and Ballot Management System
EMS	Election Management System
EOC	Election Operations Center
ESM	Election System Manifest
EVR	EPB Voter Roster
EVT	Engineering Validation Testing
FCC	Federal Communications Commission
FGEVI	Field Guides to Ensuring Voter Intent
GAIN	Greater Avenues for Independence
GROW	General Relief Opportunity for Work
GVSP	General Voting System Principles
HAVA	Help America Vote Act
HMAC	Hashed Message Authentication Code

HSM	Hardware Security Module
IIPP	Injury and Illness Prevention Program
IP	Intellectual Property
ISB	Interactive Sample Ballot
ITA	Independent Testing Authority
LBSE	Local Small Business Enterprise
M&S	Maintenance and Support
MTS	Microcomputer Tally System
NDA	Non-disclosure Agreement
PBR	Precinct Ballot Reader
PCD	Project Control Document
PII	Personally Identifiable Information
PIL	Project Information Library
PMI	Project Management Institute
PMP	Project Management Professional
PVT	Production Validation Testing
QR	Quick Response
RAVBM	Remote Access Vote by Mail
S-ATA	State-Approved Testing Agency
SBE	Selection Barcode Encoding
SBR	Selection Ballot Record
SCF	BMD System Configuration File
SE	Social Enterprise
SME	Subject Matter Expert
SOM	System on Module
SOS	California Secretary of State
SOW	Scope of Work
SSDD	Software Solution Design Document
TEA	Tally Election Artifact
TLDF	Tally Layout Definition File
TRR	Tally Results report
UAT	User Acceptance Test or User Acceptance Testing
UI	User Interface
UOCAVA	Uniformed and Overseas Citizens Absentee Voting Act
VBM	Vote by Mail
VSAP	Voting Solutions for All People
VSTL	Voting System Testing Lab
VVSG	Voluntary Voting System Guidelines