

PROFESSIONAL SERVICES CONTRACT

Contractor: EVERYONE COUNTS, INC.

Title: On-Line Voting System and Candidate Registration

Said Agreement is Number \_\_\_\_\_ of City Contracts

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CONTRACT NUMBER \_\_\_\_\_ OF CITY CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
EVERYONE COUNTS, INC.

THIS CONTRACT is made and entered into by and between the City of Los Angeles, a municipal corporation, (hereinafter referred to as "City"), acting by and through its Departments of Neighborhood Empowerment and the Office of the City Clerk, (hereinafter referred to as the "Departments") and EVERYONE COUNTS, INC. located at 4435 Eastgate Mall, Suite 100, San Diego, CA 92121, (hereinafter referred to as the "Contractor").

W I T N E S S E T H

WHEREAS, the Departments have been mandated by the City Charter and other enabling documents to implement and oversee various City ordinances, procedures and regulations related to the Citywide System of Neighborhood Councils, including the provision of operational support to the Neighborhood Councils; and

WHEREAS, the goals and objectives of the Neighborhood Council system are to: promote public participation in City governance and decision-making processes so that government is more responsive to local needs and requests and so that more opportunities are created to build partnerships with government to address local needs and requests; promote and facilitate communication, interaction, and opportunities for collaboration among all neighborhood councils regarding their common and disparate concerns; facilitate the delivery of City services and City government responses to neighborhood councils' problems and requests for assistance by helping neighborhood councils to both identify and prioritize their needs and to effectively communicate those needs; ensure equal opportunity to form neighborhood councils and participate in the government decision-making and problem solving process; create an environment in which all people can organize and propose their own neighborhood councils so that they develop from the grassroots of the community; foster a sense of community for all people to express ideas and opinions about their neighborhoods and their government; and

WHEREAS, the Mayor and City Council appointed the Neighborhood Council Review Commission (NCRC) to evaluate and make recommendations to the Citywide System of Neighborhood Councils and recommendation number 69 of the NCRC's final report dated September 25, 2007, entitled "The Neighborhood Council System: Past, Present, & Future" pertains to the Departments preparing a menu of frequently needed services and to identify vendors who can provide these services to neighborhood councils; and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractor than by City employees; and

WHEREAS, pursuant to Los Angeles City Charter Section 371, the Departments issued a Request for Proposals (“RFP”) on September 19, 2014, to competitively solicit proposals; and

WHEREAS, from among the proposals received, the Departments have determined that the Contractor’s offer is advantageous to the Neighborhood Councils and the Departments: and

WHEREAS, the Contractor has represented that it has the requisite personnel, experience and resources to provide the Services required by the Departments and the Contractor desires to provide the Services; and

WHEREAS, the provision of an On-Line Voting System to the Neighborhood Councils and the Departments is most efficiently handled through a contractual arrangement between the Departments and the Contractor; and

WHEREAS, the Departments and the Contractor have also agreed to items listed in Section 203 - Scope of Work of this Agreement and Exhibit A titled “Everyone Counts, Inc. – Scope of Work”; and

WHEREAS, the Departments and the Contractor have also agreed to both Exhibit B titled “Everyone Counts, Inc. – Contract Detail” and Exhibit C titled “Everyone Counts, Inc. EmpowerLA Contract Detail – Alternative Budget Solutions”; and

WHEREAS, the City and the Contractor are desirous of executing this Contract as authorized by the City Council and the Mayor which authorizes the General Manager of the Department of Neighborhood Empowerment and the City Clerk to prepare and execute the Contract.

NOW, THEREFORE, the City and the Contractor agree as follows:

I.

## INTRODUCTION

### §101. Parties to the Contract

The parties to this Contract:

- A. The Department of Neighborhood Empowerment of the City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, 20<sup>th</sup> Floor, Suite 2005, Los Angeles, California 90012.
- B. The Office of the City Clerk of the City of Los Angeles, a municipal corporation, having its principal office at 200 North Main Street, 3<sup>rd</sup> Floor, Room 360, Los Angeles, CA 90012
- C. The Contractor, known as Everyone Counts, Inc., having its principal office located at 4435 Eastgate Mall, Suite 100, San Diego, CA 92121.

§102. Representatives of the Parties and Service of Notice

- A. The representatives of the respective parties who are authorized to administer this Contract and to whom formal notices, demands and communications shall be given are as follows:

- 1. The representative of the City shall be, unless otherwise stated in the Contract:

Grayce Liu, General Manager  
Department of Neighborhood Empowerment  
City of Los Angeles  
200 North Spring Street, 20<sup>th</sup> Floor  
Suite 2005  
Los Angeles, CA 90012

Greg Allison, Executive Officer  
Office of the City Clerk  
City of Los Angeles  
200 North Spring Street, 3<sup>rd</sup> Floor  
Room 360  
Los Angeles, CA 90012

With copies to:

Jeffrey S. Brill, Administrative Services Division  
Department of Neighborhood Empowerment  
City of Los Angeles  
14410 Sylvan Street, Suite 401  
Los Angeles, CA 90012

Greg Allison, Executive Officer  
Office of the City Clerk  
City of Los Angeles  
200 North Spring Street, 3<sup>rd</sup> Floor

Room 360  
Los Angeles, CA 90012

2. The representative of the Contractor shall be:

Rick Forry, Controller  
Everyone Counts, Inc.  
4435 Eastgate Mall, Suite 100  
San Diego, CA 92121

Shelley Furse, Regional Sales Director  
Everyone Counts, Inc.  
4435 Eastgate Mall, Suite 100  
San Diego, CA 92121

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) working days of said change.

§103. Independent Contractor

- A. The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Contract, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this Contract. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

II.

TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Contract shall commence on date of City Clerk attestation and end 3 years from date of City Clerk attestation unless terminated as provided elsewhere in this Contract or extended by written amendment to this Contract.

Within 30 days upon date of City Clerk attestation, the Departments will make a determination based upon the Option (s) expressed in Exhibit B and Exhibit C, herein attached, that the Departments will request the Contractor to move forward with.

Upon close of business (5:00 p.m.), on or before September 1, 2015, Contractor will meet with Departments for Departments to determine if Contractor can complete the Option selected by Departments during the first 30 days of the Contract approval. If Departments determine that Contractor cannot meet and/or complete the agreed upon Option selected by the Departments within the first 30 days of the Contract being agreed upon, then the Departments will have the option to immediately terminate this contract, in writing.

This Contract is contingent upon Los Angeles City Council approval and transfer of Funds to Departments. If funds are not approved or transferred by the Los Angeles City Council, then this contract is immediately terminated.

§202. Purpose of the Contract

The purpose of this Contract is to provide an On-Line Voting System and Candidate Registration for the Neighborhood Councils (NCs) and the Department of Neighborhood Empowerment and the Office of the City Clerk (DEPARTMENTS).

§203. Scope of Services

The proposed scope of work required for an On-Line Voting System and Candidate Registration will include, but are not limited to the following and as listed on the Exhibit A which is attached to this agreement and incorporated herein:

**NC Online Voting System Requirements:**

1. CONTRACTOR shall provide an online voting system that is available for access by voters during the voting period of the NC Elections. The system shall be available twenty-four (24) hours per day, seven (7) days per week from the opening day through the scheduled closing day.
2. CONTRACTOR's online voting system shall handle the registration and processing of votes for all eligible voters in the Neighborhood Council system. There are 96 certified Neighborhood Councils with an estimated 1,800 board seats and eligible voters include any person who lives, works or owns real property in the neighborhood and also any person that declares a stake as a community



interest stakeholder. A community interest stakeholder is any person who affirms a substantial and ongoing participation within the Neighborhood Council boundaries and who may be in the community organization such as, but not limited educational, non-profit and/or religious organizations. Thus, the same individual may be eligible to vote in numerous Neighborhood Councils.

3. CONTRACTOR fee for services are contained in Exhibit B and Exhibit C herein attached. This process along with a final schedule shall be determined after the contract is awarded.
4. CONTRACTOR's online system shall accommodate the 96 different Neighborhood Council's balloting systems and capable of ranking votes for an instant run off.
5. CONTRACTORS online voting system shall be capable of handling all voters accessing their ballots simultaneously.
6. DEPARTMENTS shall provide to CONTRACTOR voting instructions in English and translated files in Spanish, Korean, Tagalog, Armenian, Farsi, Thai, Vietnamese, Russian, Chinese and Japanese.
7. CONTRACTOR shall provide Ballots through a secure SFTP site in English and other languages that may be required.
8. CONTRACTOR shall provide the ability for: individuals to vote in multiple NC elections; Candidates to run in multiple NC elections; and, Candidates to run for multiple seats on an NC board.
9. CONTRACTOR's system shall generate unique individual passcodes using a mix of capital (upper case) letters and numbers, up to a maximum of six (6) characters.
10. CONTRACTOR shall prepare and transmit to DEPARTMENTS a secured electronic file to include all the passcodes and mailing address of the corresponding voter.
11. CONTRACTOR shall provide measures to ensure software program is secured from hacking or other compromises.
12. CONTRACTOR shall provide security measures in the system to verify the voter's identification information.

13. CONTRACTOR shall provide system's security to ensure that the automated system is not accessing the website created for the election process.
14. CONTRACTOR shall provide system's testing and verifications process that will include backup and recovery procedures.
15. CONTRACTOR shall provide documented audit trail of the voting process verifying ballots were cast.
16. CONTRACTOR shall ensure the housing of the hardware in their facility and/or other sites is secured.
17. CONTRACTOR shall electronically submit to DEPARTMENTS daily reports of successful ballot submissions during of the voting period.
18. CONTRACTOR shall electronically transmit to DEPARTMENTS the tabulation of votes following the close of the voting period.
19. CONTRACTOR shall record and report the voting submission used by voters submission methods (online or telephone).
20. CONTRACTOR's system shall allow a minimum of three (3) authorized CITY personnel, at one-time, to access the NC Election results.
21. CONTRACTOR shall work with CITY to certify the system and oversee the election process.
22. CONTRACTOR shall provide at least one (1) personnel as a liaison between DEPARTMENTS and CONTRATOR'S technical support team during the voting period,
23. CONTRACTOR shall provide knowledgeable personnel to assist in the operation, training, testing and troubleshooting of the system.
24. CONTRACTOR's system will not require special software of the voter to use the online voting system.
25. CONTRACTOR's system shall be compatible with all Internet browsers, smart phones, tablets and other digital devices that have Internet access.
26. CONTRACTOR shall provide and maintain a "backup" system.

27. CONTRACTOR shall provide server hardware to support the voting system during development, testing and production. CONTRACTOR shall provide redundant, centralized, secured servers for the elections, as well as firewalls and hardened security methods.
28. CONTRACTOR shall ensure the accuracy of the votes.
29. CONTRACTOR's equipment shall be capable to handle the elections.
30. CONTRACTOR shall provide the description of the software program to be used in meeting CITY's needs.

**Voter Participation for Online Voting:**

31. CONTRACTOR shall provide for online voting Voter Participation:
  - a. A website for a voter to log-in using a unique passcode.
  - b. A voter to view profile information about a candidate in the voter's NC or Region.
  - c. A voter presented with an online voter ballot. (Using data provided by DEPARTMENTS.)
  - d. A voter able to cast an online vote when the voting period has officially opened.
  - e. If a voter makes a mistake when voting, the system shall allow the voter to correct the choice, as long as the ballot is not submitted.
  - f. Once voter has made the applicable selections, the system shall allow the voter to review selections before submitting the vote. Voter will have cast vote when they click on "Submit".
  - g. Voter shall be issued a receipt confirming that the ballot was cast and counted. The voter shall be able to print this receipt. Print function is supplied by Browser.
32. CONTRACTOR will provide continuous building improvements to the existing voter registration component during non-election years as requested by DEPARTMENTS to support the online voter registration system.

**Online Candidate Registration:**

33. CONTRACTOR shall make available the online candidate registration system for access by candidates during the registration period for the NC

Elections. The system shall be available twenty-four (24) hours per day, seven (7) days per week.

34. CONTRACTOR'S online candidate registration system will allow the candidate to input the following information:
  - a. Board name
  - b. Board position
  - c. Gender
  - d. Last name
  - e. First name
  - f. Middle initial
  - g. Residential address
  - h. If no street address, description of residence (optional)
  - i. Mailing address if different from residential address
  - j. Residential telephone number
  - k. Work telephone number.
  - l. Email address
  - m. Ballot name (last, first, middle, suffix). Note: no professional titles.
  - n. The online candidate registration system will provide six (6) statements that the candidate will check signifying their agreement to each one.
  - o. The online candidate registration form shall include an automated date submitted mark.
  - p. The candidate will be able to attach a 500 character profile statement.
  - q. The candidate will be able to attach a photograph.
  - r. The candidate will be able to upload required documentation (up to three (3) candidate verification documents) proving candidate is eligible to run for the seat. This information must be verified by DEPARTMENTS prior to approving the candidate's profile to be posted.
35. CONTRACTOR shall provide information detailing their system's testing and verification process including backup and recovery procedures.
36. CONTRACTOR shall provide knowledgeable personnel to assist in the operation, training, testing and troubleshooting of the system.
37. CONTRACTOR's system will not require special software of the voter to use the online voting system.
38. CONTRACTOR's system shall be compatible with all Internet browsers, smart phones, tablets and other digital devices that have Internet access.

39. CONTRACTOR shall provide and maintain a "backup" system.
40. CONTRACTOR shall provide server hardware to support the online registration system during development, testing and production. CONTRACTOR shall provide redundant, centralized, secured servers for the elections, as well as firewalls and hardened security methods
41. CONTRACTOR shall ensure the housing of the hardware in their facility and/or other sites is secured.
42. CONTRACTOR shall provide in-house quality control and assurance program that will be applied to services provided under this contract.
43. CONTRACTOR's equipment shall be capable to handle the volume of candidate responses anticipated for this election. There are approximately 1,800 seats on CITY's 95 Certified NCs.
44. CONTRACTOR shall transmit electronically to DEPARTMENTS daily reports containing all candidate information in an Excel file.
45. CONTRACTOR shall provide at least one (1) personnel and a technical support team during the candidate registration period.
46. CONTRACTOR's system shall allow a minimum of three (3) authorized CITY personnel, at one-time, to access the Candidate Registration system, when available.
47. CONTRACTOR shall provide the description of the software program to be used in meeting CITY's needs, if applicable.

**Alternative Voting Method: Telephone Call-In**

48. If the Telephone Call-In option is selected by the DEPARTMENTS, then CONTRACTOR shall provide a Telephone Call-In voting system:
  - a. CONTRACTOR shall provide a Telephone Call-In voting process for those voters unable to access the Internet or website.
  - b. CONTRACTOR shall provide their plan and methodology to assist voters using a Telephone Call-in system.
  - c. CONTRACTOR shall integrate the Telephone Call-In voting process with the online system.

- d. CONTRACTOR shall ensure that the Telephone Call-In voting method allows the eligible voter the ability to only cast one (1) ballot per NC they are eligible to vote for.
- e. CONTRACTOR shall be responsible for all costs associated with implementation of the alternative method.
- f. CONTRACTOR shall be responsible to record, maintain, tabulate and report the alternative method of votes being cast.

**Timeline and Project Tasks:**

49. Once the contract is awarded and executed, CONTRACTOR and DEPARTMENTS will coordinate and create an estimated time frame for each of the Regions. There are currently 12 Regions (and approximately eight (8) NCs per Region) within the NC System that DEPARTMENTS will require an On-line Voting System for. Completion of the entire project will be encompassing all 12 Regions. With the description of the tasks provided, CONTRACTOR and DEPARTMENTS after execution of contract, shall list the expected time frame to coordinate and put the program into operation for the **online voting system and candidate registration and alternative voting method - telephone call-in**. Completion times for each of the 12 Regions portion of work, will be similar to the chart below:

DESCRIPTION OF PROCESS TO BE FINALIZED	PROJECTED DATE
Candidate Registration Begins	TBD
Candidate Registration Ends - Deadline	TBD
Deadline for hard copy candidate registration forms	TBD
Data delivered to CONTRACTOR	TBD
Voter unique passcode with voter list delivered to CITY	TBD
Voter password mailed out by CITY / Website goes live	TBD
Voting begins	TBD
Voting ends	TBD
CONTRACTOR to deliver election results to CITY	TBD
Deadline to challenge results	TBD

The 95 Certified NC Elections may run concurrently or consecutively (by Region). This process along with a final schedule (based on the format above) shall be determined after the contract is awarded.

The Contractor shall provide a proposal that considers the cost for one election for all 95 Neighborhood Councils and also a proposal that considers the cost of conducting several elections over the course of

several months (e.g., 12 different elections occurring over 4 months with groups of approximately 8 Neighborhood Councils in each election).

**DEPARTMENTS Responsibilities:**

- 50. a. DEPARTMENTS will furnish CONTRACTOR with any other required voter information.
- b. DEPARTMENTS shall be responsible for marketing information regarding usage of the program.
- c. DEPARTMENTS shall provide auditors and observers as required to certify and oversee the Neighborhood Board Election process.
- d. DEPARTMENT shall provide paper forms to candidates not using the online candidate registration system.

CONTRACTOR is required to comply with Citywide Website Design and Development Policy, per Exhibit D. CONTRACTOR is also required to comply with Citywide Web Content Policy, per Exhibit E. Additionally, the content on the eventual site must be Section 508 compliant and meet Web Content Accessibility Guidelines 2.0 success criteria levels A and AA outlined by the W3C.

III.

PAYMENT

§301. Compensation and Method of Payment

The total maximum amount for the entire contract, is not to exceed Nine Hundred Thousand Dollars (\$900,000) for the entire term of the contract. Compensation shall be based on the pricing schedule of services described in §203, Exhibit B or Exhibit C, which is attached to this agreement and incorporated herein.

§302. Payment Processing

The payment processing for this contract is contained within this section only. Any inconsistent payment processing information contained in the attached Exhibits is invalid.

Upon this Contact becoming effective, the Contractor may submit monthly invoices, in triplicate, to the Departments on a monthly basis for payment in arrears of work that has been performed. The Contractor's invoices shall be accompanied by a statement detailing the work completed. Each invoice shall specify the following: a) be submitted on the Contractor's letterhead; b)

description of work performed; c) dates of work performed; d) total amount due and payable; e) Contract Number; and, f) signature of Contractor's authorized representative attesting that invoice submitted is true and accurate.

The CONTRACTOR may submit monthly payments within the first six months of this Contract from the date of City Clerk attestation, not to exceed the amount of the agreed upon Options listed in Exhibit C of \$276,000 provided herein.

Depending on the Option as listed in Exhibit C selected by the DEPARTMENTS, the CONTRACTOR may submit monthly invoices not to exceed \$138,000 prior to the first completed NC Election (TBD).

The remaining amount due to CONTRACTOR by DEPARTMENTS will be paid within 60 days past the last completed NC Election and upon completion of building improvements to the existing system by the CONTRACTOR.

REQUEST'S FOR PAYMENTS must be submitted signed under PENALTY OF PERJURY by the CONTRACTOR'S representative designated in this Contract. The total amount of all submitted REQUESTS FOR PAYMENT will not exceed the amount specified in this Section.

Funds shall not be released electronically to Contractor from the Neighborhood Council account that work was performed for until the City has approved the work received and is satisfied with the documentation included in the invoice. Invoices and supporting document shall be prepared at the sole expense and responsibility of the Contractor. Invoices shall be paid in accordance with standard City payment processing methods.

Invoices and any supporting documentation that is in arrears shall be submitted to:

Armando Ruiz, Funding Director  
Department of Neighborhood Empowerment  
City of Los Angeles  
200 North Spring Street, 20<sup>th</sup> Floor  
Suite 2005  
Los Angeles, CA 90012

Greg Allison, Executive Officer  
Office of the City Clerk  
City of Los Angeles  
200 North Spring Street, 3<sup>rd</sup> Floor  
Room 360  
Los Angeles, CA 90012

IV.



## OWNERSHIP

### §401. Ownership

- A. Contractor acknowledges and agrees that all documents, reports, analyses, studies, drawings, information or data (hereinafter collectively referred to as "Materials"), originated and prepared by Contractor pursuant to the terms of this contract, are "Work Made For Hire" and shall become the property of the City for its use in any manner it deems appropriate. Contractor assigns any and all of its respective interests and rights in such property to the City for its use in any manner it deems appropriate.
- B. All documents and records (hereinafter collectively referred to as "Documents"), provided by City to Contractor shall remain the property of the City and shall be returned to the City upon termination of this Contract or at the request of the City.
- C. The provisions of Article IV survive termination of this Contract.

V.

## CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

### §501. Confidentiality

- A. All Documents and information provided to the Contractor by the City are confidential. All Materials are to be considered confidential. Contractor agrees not to provide Documents and Materials, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity, except as authorized by the City or as required by law.
- B. The provisions of Article V survive termination of this Contract.

VI.

## STANDARD PROVISIONS FOR CITY CONTRACTS

### §601. Incorporation of City's Standard Provisions for Professional Services Contract

- A. Standard Provisions for City Contracts

The City's Standard Provisions for Professional Services Contracts (Revised March 2009) are incorporated herein by reference. A copy of

said Provisions is attached hereto as Exhibit F and made a part hereof. CONTRACTOR agrees to fully comply with all requirements of this document.

B. Responsibility to Provide Services in Accordance with Applicable Standards and Requirement to Possess All Valid Permits and Licenses

Contractor warrants that the work performed hereunder shall be completed in a manner consistent with professional standards among those firms in the Contractor's profession, doing the same or similar work, under the same or similar circumstances. Contractor must possess and maintain valid licenses and permits required to perform the services described herein.

C. Compliance with Statutes and Regulations

Contractor, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations and orders of the United States, the State of California, the County of Los Angeles, and City of Los Angeles. Contractor shall comply with any subsequent, new, amended, or revised laws, regulations, and procedures that may apply to the performance of this Contract.

D. Federal, State, and Local Taxes

Federal, State, and local taxes are the responsibility of the Contractor as an independent Contractor and not as a City employee.

VII.

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§701. Defaults

Should the Contractor fail for any reason to comply with the contractual obligations of this Contract within the time specified by this Contract, the City reserves the right to:

- A. Reduce the total budget;
- B. Make any changes in the general scope of this Contract;
- C. Suspend services in accordance with §702 of this Contract; or
- D. Terminate the Contract.

## §702. Suspension

The City may suspend all or part of the services for failure by the Contractor to comply with the terms and conditions of this Contract by giving written notice, which shall be effective upon receipt.

- A. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.
- B. Within ten (10) working days the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.
- C. Performance under this Contract shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with §401 (Insurance) herein. Performance shall not resume without the prior written approval of City.

## §703. Termination

- A. Either party to this Contract may terminate this Contract or any part hereof upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.
- B. All property, documents, data, studies, reports and records purchased or prepared by the Contractor under this Contract shall be retained or disposed of according to City policies and procedures.
- C. In the event that the Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) Contractor shall provide to the City copies of all records relating to this Contract.
- D. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the Contractor for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Contract.
- E. The City may withhold any payments due to the Contractor until such time as the exact amount of any damages that may be due to the City from the Contractor is determined.
- F. The foregoing Subsections B, C, D, and E shall also apply to activities terminating upon the date specified in §201 or upon completion of the performance of this Contract.

§704. Notices of Suspension or Termination

In the event that this Contract is suspended or terminated, the Contractor shall immediately notify all employees and participants and shall notify in writing all other parties contracted with under the terms of Contract within five (5) working days of such suspension or termination.

§705. Amendments

Any change in the terms of this Contract, including changes in the services to be performed by the Contractor, and any increase or decrease in the amount of compensation which are agreed to by the City and the Contractor shall be incorporated into this Contract by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

VIII.

ENTIRE CONTRACT

§801. Complete Contract

This Contract contains the full and complete Contract between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Contract.

§802. Number of Pages and Attachments

This Contract is executed in three (3) triplicate originals, each of which is deemed to be an original. This Contract includes 21 pages and six (6) attachments (Exhibits A, B, C, D, E and F) which constitute the entire understanding and Contract of the parties.

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

**For: EVERYONE COUNTS, INC.**

**For: THE CITY OF LOS ANGELES  
Department of Neighborhood Empowerment**

By \_\_\_\_\_  
**REED VICKERMAN**

By \_\_\_\_\_  
**GRAYCE LIU**

**Title: COO**

**Title: General Manager**

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:  
MICHAEL N. FEUER, City Attorney**

**Office of the City Clerk**

By \_\_\_\_\_  
**GREG ALLISON**

By \_\_\_\_\_  
**Deputy/Assistant City Attorney**

**Title: Executive Officer**

Date \_\_\_\_\_

**ATTEST:  
HOLLY L. WOLCOTT, City Clerk**

City Business Tax Registration Certificate  
Number:

By \_\_\_\_\_  
**Deputy City Clerk**

Said Contract is Number \_\_\_\_\_ of  
City Contracts

Date \_\_\_\_\_

# EXHIBIT "A"

# SCOPE OF WORK

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## NC ONLINE VOTING SYSTEM REQUIREMENTS

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1. The online voting system shall be available for access by voters during the voting period of the NC Elections. The system shall be available twenty-four (24) hours per day, seven (7) days per week from the opening day through the scheduled closing day.

### Everyone Counts' Response

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elect® will provide for both online and telephone voting access twenty-four (24) hours per day, seven (7) days per week from the opening day through the scheduled closing day for the NC elections.

2. The online voting system being offered shall be capable of handling all eligible voters within and for the 95 certified NCs, which can be divided into 12 Regions. There are approximately 1,800 seats on these NCs. However, the voting for NC seats may vary, if the seat is uncontested or if the NC holds a selection (non-secret ballot) instead of an election. Historically, 80-90 NCs will have elections.

### Everyone Counts' Response

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Everyone Counts will provide a fully hosted solution capable of handling all eligible voters within and for the 95 certified NCs. This includes a 10% margin in case there are additional voters. As we engage in our planning, we will confirm total registered voters and scale the system as needed.

3. CONTRACTOR shall provide pricing for the 95 Certified NC Elections to run concurrently or consecutively (by Region). This process along with a final schedule shall be determined after the contract is awarded.

### Everyone Counts' Response

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Everyone Counts has provided pricing for both concurrent and consecutive elections.

See *Cost Breakdown* for detail.

4. Each NC election has differences in the number of seats up for elections and who can vote for those seats, resulting in over 300 ballot styles. The ability to do ranked votes for instant run off voting is required.

Everyone Counts' Response

elect supports the requirement for ranked voting and instant runoff voting, as well as the requirement for more than 300 ballot styles.

5. The online voting system shall be capable of handling the amount of voters accessing their ballots simultaneously.

Everyone Counts' Response

Everyone Counts ensures that the online voting system will be capable of handling the proposed number of voters accessing their ballot simultaneously without any degradation of service.

Everyone Counts' standard infrastructure is planned to support four (4) to five (5) times the peak load anticipated. Using our innovative hosting solution, we have the ability to scale rapidly to handle additional voters as they choose participate in the election.

6. Voting instructions will be in a minimum of English, Spanish, Korean, Tagalog, Armenian, Farsi, Thai, Vietnamese, Russian, Chinese and Japanese.

Everyone Counts' Response

elect supports the requirement to provide voting instructions in multiple languages. Voting instructions are delivered in English. Translated files must be provided for Spanish, Korean, Tagalog, Armenian, Farsi, Thai, Vietnamese, Russian, Chinese, and Japanese. Everyone Counts additionally offers translation services should the Department require. The translated files are then made available in the interface, along with the English files.

7. Ballots are required to be in English and other languages that may be required.

Everyone Counts' Response

Everyone Counts will provide the ballots in English and any other languages that may be required. Note that translated files for languages other than English must first be provided. Everyone Counts additionally offers translation services should the Department require.



8. Because of the expansive voter pool, voters have the ability to vote in multiple NC elections. Candidates can also run in multiple NC elections. Also, NCs allow candidates to run for multiple seats on the board. The system needs to be able to accommodate this ability.

Everyone Counts' Response

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elect functionality supports requirements for qualified voters to vote in multiple NC elections and qualified candidates to run in multiple NC elections and for multiple seats on the board.

9. The system shall generate unique individual passcodes to be used by voter to access his or her ballot. The secure, system-generated passcode shall be a mix of capital (upper case) letters and numbers, up to a maximum of six (6) characters.

Everyone Counts' Response

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Using our secure voter registration and election administration tools, Everyone Counts will create unique six (6) character passcodes using a mix of capital letters and numbers, as requested.

Everyone Counts recommends a single passcode that will authenticate voters for both online and telephone voting methods. We additionally recommend the best practice of combining the unique passcode generated with secret information, such as the last four (4) digits of the voters' social security number.

10. CONTRACTOR will prepare the secured electronic file, which shall include the passcode and mailing address of the corresponding voter. The electronic file will be transmitted to CITY.

Everyone Counts' Response

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Everyone Counts will prepare and securely transmit each voters' system-generated passcode and associated mailing address to the City, in an agreed upon format, such as a secure electronic file.

11. CONTRACTOR shall provide detailed measures being taken to ensure the program software will be secured from hacking or other compromises.

Everyone Counts' Response

While ease of use and accessibility by the voter are important, these features are irrelevant if the vote cast is not secure or is susceptible to manipulation, either intentional or accidental. For an election to be successful, each voter must be confident that his or her vote is cast in private and is reliably counted.

At Everyone Counts, security is an active philosophy and the central focus of our solution. We offer fully encrypted ballots to ensure voter anonymity, prevent tampering, provide security, and allow for vote cancellation, ensuring *one person, one vote*. All information transmitted between the voter's browser and the election server is encrypted using Secure Socket Layer (SSL) transmission that employs AES 256-bit encryption, with 2048-bit keys. The SSL protocol enables voters to securely communicate in a way that is designed to prevent and detect eavesdropping, tampering, and communications forgery.

For additional information, see *Additional Information: How eElect Keeps Voting Secure and Anonymous*.

12. CONTRACTOR shall provide a detailed description of the security measures in the system to verify the voter's identification information.

Everyone Counts' Response

In order to verify the voter's identity, Everyone Counts recommends two-factor authentication. This method couples "secret" information with a secure and private credential that is generated by the system and mailed to the each voter's confirmed and registered address. The secret information can be the voter's date of birth and/or the last four (4) digits of the social security number (SSN).

The information selected must be in the current eligible voter registration database. This method is considered to be the most secure for absentee style elections.

13. CONTRACTOR shall provide a detailed description of the system's security that will be implemented to ensure that an automated system is not accessing the website created for the election process.

## Everyone Counts' Response

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eLect protects against automated systems trying to access the website by displaying a login error message to the voter if incorrect credentials are entered. The message is presented with a random, unpredictable delay of up to several seconds. This delay, while not significant to voters, makes automated attempts to login to the election server highly improbable. In addition, active monitoring tools monitor login activity and automatically lock-out IP addresses from users that repeatedly fail when attempting to log in to the election server. Election officials are alerted of any and all suspicious activity.

For more information on eLect security, see *Additional Information: How eLect Keeps Voting Secure and Anonymous*.

14. CONTRACTOR shall provide a detailed description of the system's security that will be implemented to ensure that an automated system is not accessing the website created for the election process.

## Everyone Counts' Response

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### TESTING AND VERIFICATION PROCESSES

Everyone Counts follows a Computerized Maintenance Management System (CMMS) software development processes that includes the following:

- A rigorous design review processes to ensure product quality, starting with the initial design phase
- Developers conduct peer code reviews to ensure that all code supports and exceeds required quality standards
- All code checked into the development and production builds first undergo unit tests to ensure accurate results
- Each release must pass an extensive suite of test cases
- Proven release processes are well documented and have been used consistently for several years

Further information about our formal testing and verification process can be provided upon request for this and any other key development practices.

### DISASTER RECOVERY

The following disaster scenarios detail hypothetical disaster scenarios, probable symptoms, and associated recovery plan actions.

**Hardware Failure**

Scenario	Symptom	Recovery Plan
<p>A single hardware component fails, such as:</p> <ul style="list-style-type: none"> <li>• Application or Web Server</li> <li>• Database server</li> <li>• Firewall</li> <li>• Intrusion detection system</li> <li>• Monitoring server</li> <li>• Networking switch</li> <li>• Networking router</li> </ul>	<p>Each component is configured in an N+1 shared-nothing design redundancy to ensure system availability in the event of component failure.</p> <p>No symptoms are experienced by end users.</p>	<p>Replace or repair faulty hardware and place the component back into working service.</p>

**Data Center Facilities Failure**

Scenario	Symptom	Recovery Plan
<p>Data center facility experiences a failure in critical services, such as:</p> <ul style="list-style-type: none"> <li>• HVAC Offline</li> <li>• Power Offline</li> <li>• Network Offline</li> </ul>	<p>Each of the above items, and all data center services have redundant facilities.</p> <ul style="list-style-type: none"> <li>• Redundant HVAC cooling systems</li> <li>• Redundant power using battery backup and diesel generators</li> <li>• Redundant Internet Service Providers (ISPs)</li> </ul> <p>No symptoms are experienced by end users.</p>	<p>Work with data center to restore all services.</p>

**Data Center Offline**

Scenario	Symptom	Recovery Plan
<p>A Data Center completely loses critical services, such as:</p> <ul style="list-style-type: none"> <li>• Power (including backup)</li> <li>• HVAC (including backups)</li> <li>• Network (including backups)</li> </ul>	<p>No symptoms are experienced by end users.</p>	<p>Work with data center to restore all services.</p>

**Data Center Destroyed**

Scenario	Symptom	Recovery Plan
<p>Data center is destroyed or rendered permanently unavailable, such as:</p> <ul style="list-style-type: none"> <li>• Natural disaster</li> <li>• Fire or flood in data center</li> <li>• Theft or destruction of all data center hardware</li> </ul>	<p>No symptoms are experienced by end users.</p>	<p>All services are transferred to the redundant data center site.</p>

Multiple Data Center Offline		
Scenario	Symptom	Recovery Plan
Multiple data centers are destroyed or rendered offline.	Users are unable to reach the voting system.	<p>Use backup data snapshots stored at the Everyone Counts' facilities and data centers.</p> <p>Using the backup snapshots, the recovery of the voting system is restored through the sourcing of a new or temporary data center.</p>

15. CONTRACTOR shall provide detailed documented proof of an audit trail of the voting process to verify that a ballot has been cast.

Everyone Counts' Response

Everyone Counts' election solutions are designed to be transparent and fully auditable. elect provides documented proof of the audit trail for the voting process used to verify that ballots have been cast.

Governments evaluating our election systems are invited to request a full copy of our source code for review by experts of their own choosing. Everyone Counts is committed to election transparency, which includes providing our complete software source code to be used in routine auditing for accuracy, fairness, and security.

Once voting is completed, each voter is issued a unique receipt code that is mathematically generated using one-way encryption. The receipt code confirms that their vote has been cast and securely received. Each receipt code is comprised of a 12-digit code of mixed letters and numbers.

- Example Receipt Code: *FRL3 WKH8 QAHV*

Each receipt code that is included in the final count is made available for checking within elect. After casting their ballot, each user has the ability login to elect with the credentials that they used to cast their ballot. Upon login, the receipt code displays to confirm the inclusion of their selections in the count.

16. CONTRACTOR shall provide detailed measures being taken to ensure how the housing of the hardware in their non-government facility and/or other sites will be secured

Everyone Counts' Response

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Election security begins with protecting the physical components of the voting system. All hardware systems associated with an election are stored within a secure facility to ensure that all systems contained within the data center are protected. Everyone Counts' eElect platform is deployed in enterprise-class data centers that are leading providers of data center and connectivity services. Services include managed application and network services and disaster recovery solutions. Our co-locations maintain an automatic geo-failover site for all services.

For full details about our data center facilities, including physical hardware protection, see *Additional Information: How eElect Keeps Voting Secure and Anonymous*.

17. Daily total tabulations and reports of successful ballots shall be electronically submitted to DEPARTMENT for each day of the voting period.

Everyone Counts' Response

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Everyone Counts provides reports showing total tabulations of successfully cast ballots. Reports can be scheduled for daily electronic transmission, or electronically provided upon request.

The eElect Reporting tool allows authorized election officials to view election activity at any time by logging into the secure portal.

18. CONTRACTOR shall be responsible to tabulate the votes following the close of the voting period. The results shall list each election race with the candidate with the highest number of votes first and the rest of the candidates in descending order. The results shall then be transmitted electronically to DEPARTMENT.

Everyone Counts' Response

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Everyone Counts is responsible for the tabulation of all votes following the close of the voting period. Upon close, results are provided for each election contest. The results display the candidate with the highest number of votes first and the remaining candidates in descending order, by number of votes. The final results are then electronically transmitted to the City in a secure fashion.

19. CONTRACTOR shall record, tabulate and report the voting methods used by voters (online or telephone). CONTRACTOR shall provide statistics of the frequency of online voting and alternative method to DEPARTMENT after the voting period ends.

Everyone Counts' Response

Everyone Counts records, tabulates, and reports all voting methods used by voters. Statistics are then provided to the City after the voting period has ended to report on the frequency of use for online voting and for the use of voting alternatives offered.

Authorized election officials can log into the secure portal to view participation by voting channel (method from which ballot was cast) and time at any point in the election process.

Upon request, Everyone Counts will work with the City to monitor and examine trends by voting method and geographical area. This information can potentially be used to increase future voter turnout.

20. A minimum of three (3) authorized CITY personnel, at one-time, shall be able to access the NC Election results.

Everyone Counts' Response

Everyone Counts will allow for a minimum of three (3) authorized City personnel to access Neighborhood Board Election results at any one time. Authorized individuals, as determined by the City, will be identified in the planning phase.

Security and confidentiality are of utmost importance to Everyone Counts and to the populations we serve. We are committed to ensuring and safeguarding the rights of individual users of the system and the communities that they serve.

21. CONTRACTOR shall work with observers and auditors appointed by CITY to certify the system and oversee the election process.

Everyone Counts' Response

Everyone Counts will work with assigned observers and auditors, as appointed by the City, to certify the overall system and oversee the election process. This system of checks and balances ensures safe and secure elections and increases the confidence of voters that both their appointed and voted officials are committed to ensuring fair elections.

22. During the voting period, CONTRACTOR shall furnish a minimum of one (1) personnel representing the company who will act as CONTRACTOR'S liaison, in addition to the technical support team.

Everyone Counts' Response

In addition to a Technical Support Team and ongoing Technical Support, Everyone Counts designates at least one (1) person to represent the company and act as our liaison during the candidate registration period. We have proven experience in engaging the most relevant and appropriate staff for each assignment and have assembled targeted teams with specific expertise to serve our customers' needs.

Nick Coudsy will serve as this single point of contact.

Nick Coudsy, PMP  
Project Manager / Single Point of Contact

For detailed information on Mr. Coudsy, see *Key Personnel*.

23. CONTRACTOR shall provide the number of technically qualified, knowledgeable personnel available to assist in the proper operation, training, testing and troubleshooting of the system.

Everyone Counts' Response

Everyone Counts will bring the full resources of the company to this election, each of which are technically qualified and have targeted knowledge in their field. There will be over 35 technical personnel at Everyone Counts available to support your election.

24. No special software shall be required of the voter to use the online voting system, beyond a standing enabled web browser.

Everyone Counts' Response

Everyone Counts fully supports this requirement. No client-side software is needed to participate in the election. No software other than a standard Web browser is required to use the online voting system.



25. The system being offered shall be compatible with all major Internet browsers and on smart phones, tablets and other common digital device that have Internet access.

Everyone Counts' Response

Everyone Counts fully supports this requirement. The eElect interface supports, at a minimum, the last three (3) full releases of the following commonly used Web browsers:



Chrome



Firefox



Internet Explorer



Safari

iOS

iOS



Android

In addition to supporting multiple browser and browser versions, the eElect solution automatically detects the device browser type and version and adjusts the interface accordingly. Voters using an incompatible browser will receive a notification message to this effect.

26. CONTRACTOR shall provide and maintain a "backup" system for the program to ensure data is not lost.

Everyone Counts' Response

There are no single points of failure in the election. Everyone Counts goes to great lengths to ensure that no data is lost, including providing geo-failover facilities.

For additional information about geo-failover and data backup processes, see *Additional Information: How eElect Keeps Voting Secure and Anonymous*.

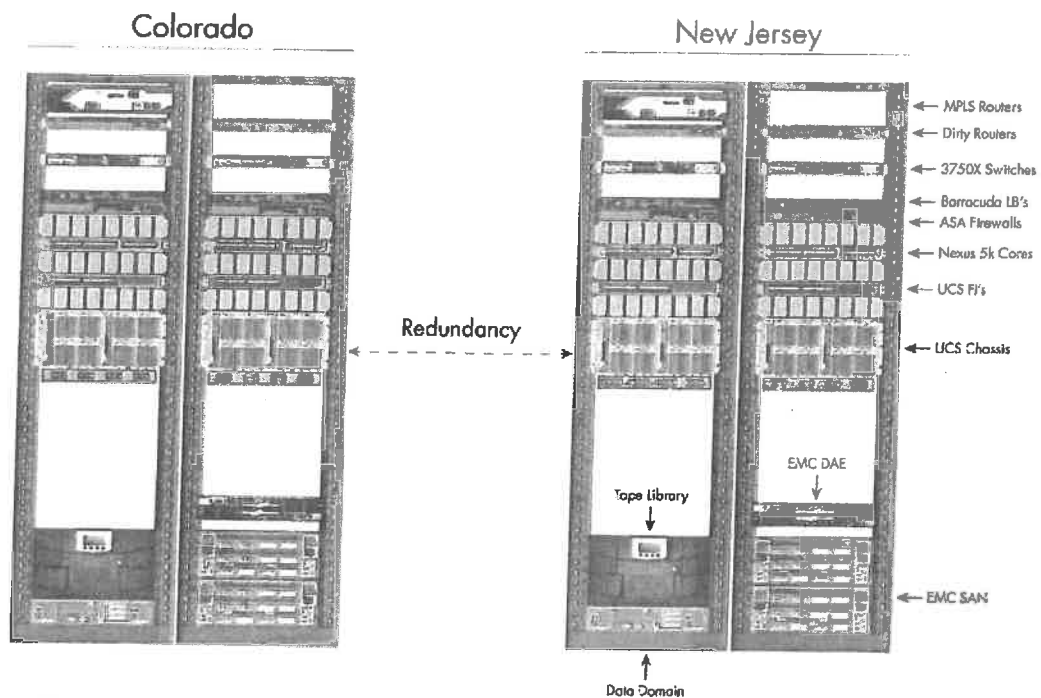
27. CONTRACTOR shall provide the server hardware to support the voting system during development, testing and production. CONTRACTOR shall provide redundant, centralized, secured servers for the elections, as well as firewalls and hardened security methods. Hardware: Exact description of the hardware to be provided; make, model, type and other technical detail specifications shall be required. The description shall include any processes for the micro server component and how implementation to the database will be accessed.

Everyone Counts will provide all of the hardware required for the Neighborhood Board election.

Redundant, centralized, secured servers for elections, firewalls, and hardened security methods are basic standards of operations for all Everyone Counts' elections. Using eElect hosted in our secure data centers, the City can be assured of:

- Two (2) data centers, based in the United States, with fully redundant hardware
- Centralized, secured servers
- Validation of operating system "hardening"
- The use of enterprise-grade firewalls and intrusion detection systems

Everyone Counts uses only modern, enterprise-grade hardware. The following diagram provides a detailed description of our system architecture:



For additional details, see *Additional Information: How eElect Keeps Voting Secure and Anonymous*

28. CONTRACTOR shall provide detailed measures being taken to ensure how the housing of the hardware in their non-government facility and/or other sites will be secured.

Everyone Counts' Response

Election security begins with protecting the physical components of the voting system. All hardware systems associated with an election are stored within a secure facility to ensure that all systems contained within the data center are protected. Everyone Counts' eLect platform is deployed in enterprise-class data centers that are leading providers of data center and connectivity services. Services include managed application and network services and disaster recovery solutions. Our co-locations maintain an automatic geo-failover site for all services.

For full details about our data center facilities, including physical hardware protection, see *Additional Information: How eLect Keeps Voting Secure and Anonymous*.

29. CONTRACTOR shall provide detailed measures ensuring the accuracy of the votes, including the systems in place to prevent fraud or digital manipulation of the election results through hacking.

Everyone Counts' Response

While ease of use and accessibility for the voter is important, these features are irrelevant if the vote cast is not secure or is susceptible to manipulation, whether intentional or accidental. Using eLect, ballots are encrypted using state-of-the art, military grade encryption to prevent fraud, digital manipulation, and other forms of intrusion.

At Everyone Counts, security is an active philosophy and the central focus of our solution. For an election to be successful, a voter must be confident that their vote is cast in private and is reliably counted. The entire process of an election must be governed by the concerns of security and attention must be directed to ensure that nothing in the process compromises the ability of the voter to cast his or her ballot.

For additional information about our security measures and protections against voter fraud, see *Additional Information: How eLect Keeps Voting Secure and Anonymous*.

30. All equipment being offered shall be of suitable quality for its intended use and be of sufficient size and capability to handle the volume of responses anticipated for this election.

Everyone Counts' Response

Everyone Counts fully satisfies this requirement with excess capacity to handle the number of voters accessing their ballots simultaneously. Our hardware and general infrastructure exceeds the City's demand requirements during the stated peak periods.

31. CONTRACTOR shall provide the description of the software program to be used in meeting CITY's needs as specified and include any processes for the server component and how implementation to the database will be accessed.

Everyone Counts' Response

Everyone Counts' software, eElect, is in its 5th full version and in a Linux, Apache, MySQL, Perl (LAMP) environment. We also utilize Java and Asterisk for specialized tasks. Databases are configured such that they are never exposed to the internet.

# VOTER PARTICIPATION FOR ONLINE VOTING

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## 32. Voter Participation for online voting:

- a. The website enables a voter to log-in using a unique passcode.

### Everyone Counts' Response

elect fully supports this requirement. The voter logs in to the website using a unique passcode. This passcode is:

- Generated by Everyone Counts
- Securely transmitted to the City
- Mailed to each voter at their registered address
- Required to be coupled with secret information to access the ballot

- b. A voter will be able to view profile information about a respective candidate in the voter's NC or Region.

### Everyone Counts' Response

elect allows for full candidate profiles to be available to the voter.

- c. The voter will then be presented with an online ballot generated for the voter. (Using data provided by DEPARTMENT.)

### Everyone Counts' Response

The Neighborhood Commission in which an authenticated voter is registered will determine the ballot style they are given to vote. A voter will only be presented those contests and candidates for which they are authorized to vote.

- d. The voter will be able to cast a vote online, once the voting period has officially opened. The voter will be able to cast their vote from any computer or other equipment that has access to the Internet.

#### Everyone Counts' Response

Everyone Counts fully supports this requirement. A voter may cast their ballot/vote from any computer or other equipment that has access to the internet. This includes tablets and smartphones.

#### ACCESSIBILITY FEATURES



Font size adjustment



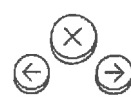
High screen contrast



Text-to-speech audio ballot



Temporary screen blackout



Adaptive accessories

Everyone Counts' platform is built with intuitive interfaces and operates using familiar adaptive accessories to ensure that all voters can fully participate in the democratic process and that no voter faces barriers in casting their ballot, including the increasing population of the recently disabled.

#### Font Size Adjustment

For voters with visual impairments, the ballot text can be increased to aid voters in reading instructions and contest descriptions.

#### High Screen Contrast

To aid voters with low vision, the high contrast screen setting can be toggled on or off to apply a high contrast color scheme to increase legibility during the ballot marking process.

#### Text-to-Speech Audio Ballot

Voters with visual impairments can have the text of the ballot read to them aloud. Everyone Counts provides the familiar experience of text-to-speech screen readers, such as JAWS, NVDA, and VoiceOver, to improving the voter experience while eliminating the need for a pre-recorded audio ballot or concern about inappropriate voice inflections and tone.

#### Temporary Screen Blackout

To maintain privacy throughout the ballot marking process, the screen can be toggled on and off to black out the screen of the device for voters who are blind and utilizing the audio ballot or for those who require assistance.

Adaptive Accessories

Voters may use adaptive accessories such as a Sip-N-Puff, button switches, or pedals to mark and submit their ballots independently and privately. These accessories can be the voters own, or provided by the department.

It is important to note that all these features, including the audio ballot is available to all voters accessing the online voting system, not just those that have special software installed.

- e. In the event the voter makes a mistake when marking the ballot, the system shall allow the voter to correct the choice, as long as the ballot is not submitted

Everyone Counts' Response

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elect fully supports this requirement. A voter can login to the ballot as many times as they like, and make changes, until they have submitted a ballot.

- f. Once the voter has made the applicable selections, the selections shall be reviewed by the voter before submitting the vote. The voter will have cast his or her vote when they click on "Submit".

Everyone Counts' Response

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elect fully supports this requirement by providing the voter, prior to submitting the ballot, with a summary of the votes about to be cast. This summary is presented in writing for the online voting method and is summarized by voice for the telephone voting method.

- g. After voting, the voter shall be issued a receipt confirming that the ballot was cast and counted. The receipt shall not disclose any voter information. The voter shall be able to print a copy of this receipt.

Everyone Counts' Response

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Everyone Counts will provide the voter with a receipt confirming that their vote has been cast and securely received, which will be printed by the voter. The receipt will not disclose any of their selections or voter information, per the CITY's request.

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# ONLINE CANDIDATE REGISTRATION

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33. CONTRACTOR shall make available the online candidate registration system for access by candidates during the registration period for the NC Elections. The system shall be available twenty-four (24) hours per day, seven (7) days per week.

## Everyone Counts' Response

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Everyone Counts will make the online candidate registration available 24/7 during the registration period for the NC Elections.

34. CONTRACTOR'S online candidate registration system will allow the candidate to input the following information:
- a. Board name
  - b. Board position
  - c. Gender
  - d. Last name
  - e. First name
  - f. Middle initial
  - g. Residential address
  - h. If no street address, description of residence (optional)
  - i. Mailing address if different from residential address
  - j. Residential telephone number
  - k. Work telephone number
  - l. Email address
  - m. Ballot name (last, first, middle, suffix). Note: no professional titles
  - n. The online candidate registration system will provide six (6) statements that the candidate will check signifying their agreement to each one.
  - o. The online candidate registration form shall include an automated date submitted mark.
  - p. The candidate will be able to attach a 500 character profile statement.
  - q. The candidate will be able to attach a photograph.
  - r. The candidate will be able to upload required documentation (up to three (3) candidate verification documents) proving candidate is eligible to run for the seat. This information must be verified by DEPARTMENT prior to approving the candidate's profile to be posted.

## Everyone Counts' Response

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The eLect Platform supports all of the requirements as described by the City. Everyone

Counts will work with the City to ensure ease of use and reduce the amount of errors by providing drop-down lists and multi-select boxes, wherever possible.

35. CONTRACTOR shall provide information plans detailing their system's testing and verification process. The testing and verification process shall include backup and recovery procedures.

Everyone Counts' Response

TESTING AND VERIFICATION PROCESSES

Everyone Counts follows a Computerized Maintenance Management System (CMMS) software development processes that includes the following:

- A rigorous design review processes to ensure product quality, starting with the initial design phase
- Developers conduct peer code reviews to ensure that all code supports and exceeds required quality standards
- All code checked into the development and production builds first undergo unit tests to ensure accurate results
- Each release must pass an extensive suite of test cases
- Proven release processes are well documented and have been used consistently for several years

Further information about our formal testing and verification process can be provided upon request for this and any other key development practices.

DISASTER RECOVERY

The following disaster scenarios detail hypothetical disaster scenarios, probable symptoms, and associated recovery plan actions.

Hardware Failure		
Scenario	Symptom	Recovery Plan
<p>A single hardware component fails, such as:</p> <ul style="list-style-type: none"> <li>• Application or Web Server</li> <li>• Database server</li> <li>• Firewall</li> <li>• Intrusion detection system</li> <li>• Monitoring server</li> <li>• Networking switch</li> <li>• Networking router</li> </ul>	<p>Each component is configured in an N+1 shared-nothing design redundancy to ensure system availability in the event of component failure.</p> <p>No symptoms are experienced by end users.</p>	<p>Replace or repair faulty hardware and place the component back into working service.</p>
Data Center Facilities Failure		
Scenario	Symptom	Recovery Plan

Data center facility experiences a failure in critical services, such as:

- HVAC Offline
- Power Offline
- Network Offline

Each of the above items, and all data center services have redundant facilities.

- Redundant HVAC cooling systems
- Redundant power using battery backup and diesel generators
- Redundant Internet Service Providers (ISPs)

Work with data center to restore all services.

No symptoms are experienced by end users.

Data Center Offline		
Scenario	Symptom	Recovery Plan
A Data Center completely loses critical services, such as: <ul style="list-style-type: none"> <li>• Power (including backup)</li> <li>• HVAC (including backups)</li> <li>• Network (including backups)</li> </ul>	No symptoms are experienced by end users.	Work with data center to restore all services.

Data Center Destroyed		
Scenario	Symptom	Recovery Plan
Data center is destroyed or rendered permanently unavailable, such as: <ul style="list-style-type: none"> <li>• Natural disaster</li> <li>• Fire or flood in data center</li> <li>• Theft or destruction of all data center hardware</li> </ul>	No symptoms are experienced by end users.	All services are transferred to the redundant data center site.

Multiple Data Center Offline		
Scenario	Symptom	Recovery Plan
Multiple data centers are destroyed or rendered offline.	Users are unable to reach the voting system.	Use backup data snapshots stored at the Everyone Counts' facilities and data centers.

Using the backup snapshots, the recovery of the voting system is restored through the sourcing of a new or temporary data center.

36. CONTRACTOR shall, provide the number of technically qualified, knowledgeable personnel available to assist in the proper operation, training, testing and troubleshooting of the system.

Everyone Counts' Response

---

Everyone Counts will bring the full resources of the company to this election, each of which are technically qualified and have targeted knowledge in their field. There will be over 35 technical personnel at Everyone Counts available to support your election.

37. No special software shall be required of the candidate to use the online candidate registration system, beyond a standing enabled web browser.

Everyone Counts' Response

---

Everyone Counts fully supports this requirement. No client-side software is needed to participate in the election. No software other than a standard Web browser is required to use the online voting system.

38. The system being offered shall be compatible with all major Internet browsers.

Everyone Counts' Response

---

Everyone Counts fully supports this requirement. The eElect interface supports, at a minimum, the last three (3) full releases of the following commonly used Web browsers:



Chrome



Firefox



Internet Explorer



Safari



iOS



Android

In addition to supporting multiple browser and browser versions, the eElect solution automatically detects the device browser type and version and adjusts the interface accordingly. Voters using an incompatible browser will receive a notification message to this effect.

39. CONTRACTOR shall provide and maintain a "backup" system for this program to ensure data is not lost.

Everyone Counts' Response

There are no single points of failure in the election solution. Everyone Counts goes to great lengths to ensure that no data is lost, including providing geo-failover facilities.

For additional information about geo-failover and data backup processes, see *Additional Information: How eElect Keeps Voting Secure and Anonymous*.

40. CONTRACTOR shall provide the server hardware to support the online registration system during development, testing and production. CONTRACTOR shall provide redundant, centralized, secured servers for the elections, as well as firewalls and hardened security methods. Hardware: Exact description of the hardware to be provided; make, model, type and other technical detail specifications shall be required. The description shall include any processes for the micro server component, how implementation to the database will be accessed.

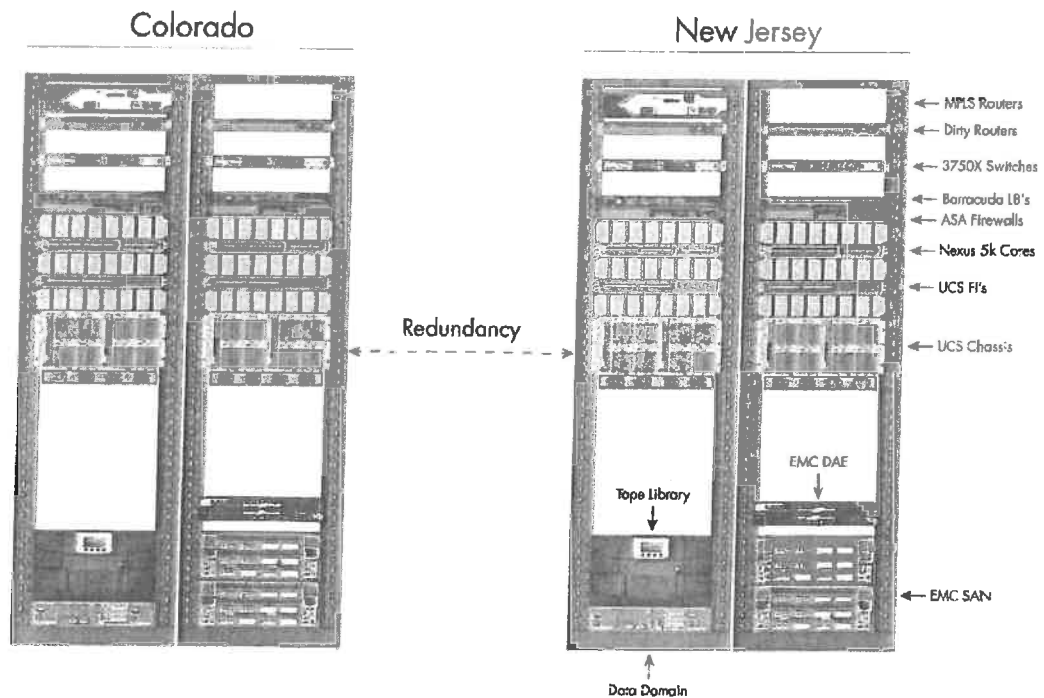
Everyone Counts' Response

Everyone Counts will provide all of the hardware required for the Neighborhood Board election.

Redundant, centralized, secured servers for elections, firewalls, and hardened security methods are basic standards of operations for all Everyone Counts' elections. Using eElect hosted in our secure data centers, the City can be assured of:

- Two (2) data centers, based in the United States, with fully redundant hardware
- Centralized, secured servers
- Validation of operating system "hardening"
- The use of enterprise-grade firewalls and intrusion detection systems

Everyone Counts uses only modern, enterprise-grade hardware. The following diagram provides a detailed description of our system architecture:



For additional details, see *Additional Information: How eLect Keeps Voting Secure and Anonymous*

41. CONTRACTOR shall provide detailed measures being taken to ensure how the housing of the hardware in their non-government facility and/or other sites will be secured.

Everyone Counts' Response

Election security begins with protecting the physical components of the voting system. All hardware systems associated with an election are stored within a secure facility to ensure that all systems contained within the data center are protected. Everyone Counts' eLect platform is deployed in enterprise-class data centers that are leading providers of data center and connectivity services. Services include managed application and network services and disaster recovery solutions. Our co-locations maintain an automatic geo-failover site for all services.

For full details about our data center facilities, including physical hardware protection, see *Additional Information: How eLect Keeps Voting Secure and Anonymous*.

42. CONTRACTOR shall provide an in-house quality control and quality assurance program that will be applied to services provided under this contract.

Everyone Counts' Response

Software Quality Assurance testing is a crucial part of our maintenance and enhancement process. We provide extensive testing and employ best practice process and procedures that are recognized by organizations such as the Quality Assurance Institute (QAI), the American Society for Quality (ASQ) and the International Institute for Software Testing (IIST).

Everyone Counts uses a common set of techniques throughout all of our test cycles including:

- End-user experience, running in multiple browser/operating configurations
- Software configuration
- Software installation and deployment
- Administrative and user experience
- Compatibility testing across multiple operating systems and browser versions
- Accessibility testing
- Unit, System, Integration, and Acceptance Testing
- Performance and stress testing
- Black Box/White Box testing
- Automated testing
- Code coverage reports

43. CONTRACTOR shall offer equipment of suitable quality for its intended use and be of sufficient size and capability to handle the volume of candidate responses anticipated for this election. There are approximately 1,800 seats on CITY's 95 Certified NCs.

Everyone Counts' Response

Everyone Counts fully supports this requirement. The hardware and general infrastructure capacity exceeds the demand requirements at peak periods several times over. Everyone Counts fully satisfies this requirement with excess capacity to handle the candidate responses and uploads.

44. The online candidate registration system shall be able to produce daily reports containing all candidate information in an Excel file. The results shall be transmitted electronically to DEPARTMENT.

Everyone Counts' Response

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Everyone Counts ensures the ability to produce daily reporting that contains all candidate information in a Microsoft Excel format (.xls). The results of these daily reports, along with all attachments, will be electronically transmitted to the Department.

45. During the candidate registration period, CONTRACTOR shall furnish a minimum of one (1) personnel representing the company who will act as CONTRACTOR'S liaison, in addition to the technical support team.

Everyone Counts' Response

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In addition to a Technical Support Team and ongoing Technical Support, Everyone Counts designates at least one (1) person to represent the company and act as our liaison during the candidate registration period.

Nick Coudsy will serve as this single point of contact. Everyone Counts' engages the appropriate staff and have assembled targeted teams with specific expertise to serve our customer's needs.

Nick Coudsy, PMP  
Project Manager / Single Point of Contact

For detailed information on Mr. Coudsy, see *Key Personnel and Resumes*.

46. A minimum of three (3) authorized CITY personnel, at one-time, shall be able to access the Candidate Registration.

Everyone Counts' Response

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Everyone Counts will allow for a minimum of three (3) authorized City personnel to access the Candidate Registration.

Security and confidentiality are of utmost importance to Everyone Counts and to the populations we serve. We are committed to the ongoing process of security to ensure and safeguard the rights of individual users of the system and the communities that they serve.



47

CONTRACTOR shall provide the description of the software program to be used in meeting the CITY's needs as specified and include any processes for the server component and how implementation to the database will be accessed.

Everyone Counts' Response

Everyone Counts' software, eLect Platform in its 5th full version. Everyone Counts software runs in a LAMP (Linux, Apache, MySQL, Perl) environment also utilizing Java and Asterisk for specialized tasks. Databases are configured such that they are never exposed to the internet.

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# ALTERNATIVE VOTING METHOD: TELEPHONE CALL-IN

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48. In addition to the Online Voting System, a supplemental alternative method of Telephone Call-In voting will be required
- a. An alternative, Telephone Call-In voting process for the voter to cast his or her ballot shall be provided for those voters unable to access the Internet or website.

## Everyone Counts' Response

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Everyone Counts proposes the use of eElect Telephone Voting as the supplemental alternative voting method. The use of eElect over the telephone offers a secure, convenient, and cost effective solution.

### PROCESS FOR VOTING USING ELECT TELEPHONE VOTING

eElect Telephone Voting allows a voter to cast their ballot using any touch-tone telephone. The process for voting by telephone is very similar to that of voting online: once the voter has been identified and accepted as a valid, eligible voter authorized to cast a ballot, they will be presented over the telephone with the ballot style appropriate to them.

As with eElect's internet voting, users of the telephone solution will be required to enter login credentials customized for your electoral practices to access their unique ballot. eElect functions similarly and with the ease of any touch-tone telephone system that requires prompts from the caller. The voter listens to the options and makes their candidate selections using the keypad. The voter hears a summary of their vote and then indicates when they have finished voting. As with any method in the eElect voting system, users will be warned if they undervote and will not be permitted to overvote.

Due to its shared technology platform, eElect will not allow duplicate voting within complementary channels (telephone and Internet). If dual sessions are begun on phone and internet, whichever session finishes first will be cast and the other channel will not allow a vote. A message stating this clearly will be delivered to the voter.

- b. CONTRACTOR shall describe their plan and methodology of the process in detail, including but not limited to the type of equipment, number of personnel, security measures needed in assisting voters to cast their ballot confidentially.

#### Everyone Counts' Response

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Like the web interface used by eElect, the phone interface allows users to mark their preferences and cast their ballot information in audio format.

Each election can be held in a standalone configuration, or it can be conducted concurrently with a vote-by-web election, submitting ballots into the same ballot box. Voters will have the option of casting ballots through either the web or phone channel. After a ballot is cast in one channel (either by web or by phone) the voter will be unable to cast additional ballots in either channel.

#### NUMBER AVAILABILITY

Everyone Counts can obtain numbers in most areas, but area codes in some regions may be unavailable or subject to limited availability because they have already been allocated. Transferring and using an existing number is also an option, but requires advanced lead-time.

#### AUDIO PLAYBACK RATE

eElect is designed for maximum accessibility for voters who are adept in using telephone prompt systems. Voters with visual impairments typically have audio perception exceeding standard playback speeds. eElect provides two accelerated speeds that are available to all callers:

- Normal (default)
- Fast
- Very Fast

The audio playback rate can be changed at any time throughout a call.

#### CALL PAUSING

At any point during a call, a user can pause voting session and resume where they left off. If not rejoined within one hour, the session is terminated.

#### SOFT CLOSE

At the close of the election period, no additional callers will be accepted into the system to start a voting session. However, users who have connected to eElect prior to the end of the election period will be given an additional hour to complete their vote.

Each voter that is still connected to elect will be notified by an announcing voice prompt indicating the voting will close in one hour and that they will need to complete their ballot within that one hour time frame. No ballots are accepted after the end of the soft close period.

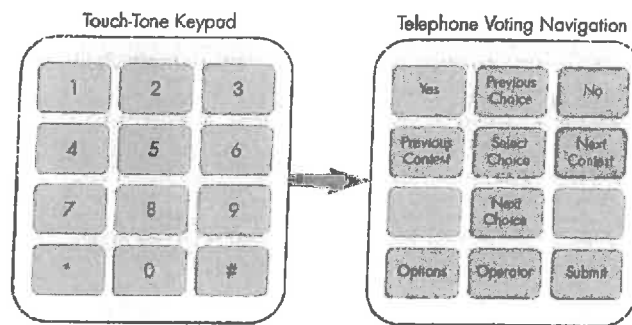
## VOTING PROCESS

### 1. Authentication

When a voter dials into elect, they authenticate using their credentials. These credentials are identical and interchangeable to the credentials used for internet voting.

### 2. Marking the Ballot

After authentication, the audio ballot is read to the voter one contest at a time. While listening to the choices, the voter can select choices and navigate the ballot using touch-tone key presses. No voter training is required to use the system.



### 3. Review and Securely Cast

After ballot preferences have been selected, voters are read the ballot summary, warned of any undervotes, and given the opportunity to change their preferences. Once the voter is satisfied with their selections, voters submit their ballot.

- c. The Telephone CallIn voting process shall be integrated with the online system being provided.

#### Everyone Counts' Response

Everyone Counts provides a telephone option that is fully integrated into the online system.

- d. The Telephone CallIn voting method proposed shall ensure that each eligible voter will only be able to cast one (1) ballot per NC they are eligible to vote for.

Everyone Counts' Response

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elect ensures each eligible voter can only cast one (1) ballot, regardless of voting channel.

- e. CONTRACTOR shall be responsible for all costs associated with the implementation of the alternative method.

Everyone Counts' Response

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Everyone Counts accepts the responsibility for all costs associated with the implementation of telephone voting.

- f. CONTRACTOR shall be responsible to record, maintain, tabulate and report the alternative method of votes being cast.

Everyone Counts retains and accepts the responsibility for recording, maintaining, tabulating, and reporting the results for all telephone voting.

# TIMELINE AND PROJECT TASKS

49. Once the contract is awarded and executed, CONTRACTOR and DEPARTMENT will coordinate and create an estimated time frame for each of the Regions. There are currently 12 Regions (and approximately eight (8) NCs per Region) within the NC System that DEPARTMENT will require an On-line Voting System for. Completion of the entire project will be encompassing all 12 Regions. With the description of the tasks provided, CONTRACTOR and DEPARTMENT after execution of contract, shall list the expected time frame to coordinate and put the program into operation for the online voting system and candidate registration and alternative voting method: telephone call-in. Completion times for each of the 12 Regions portion of work, will be similar to the chart below:

DESCRIPTIONS OF PROCESS TO BE FINALIZED	PROJECT DATE
Candidate Registration Begins	TBD
Candidate Registration Ends - Deadline	TBD
Deadline for hard copy candidate registration forms	TBD
Data delivered to CONTRACTOR	TBD
Voter unique passcode with voter list delivered to CITY	TBD
Voter password mailed out by CITY / Website goes live	TBD
Voting begins	TBD
Voting ends	TBD
CONTRACTOR to deliver election results to CITY	TBD
Deadline to challenge results	TBD

The 95 Certified NC Elections may run concurrently or consecutively (by Region). This process along with a final schedule (based on the format above) shall be determined after the contract is awarded.

The Contractor shall provide a proposal that considers the cost for one election for all 95 Neighborhood Councils and also a proposal that considers the cost of conducting several elections over the course of several months (e.g., 12 different elections occurring over 4 months with groups of approximately 8 Neighborhood Councils in each election).

Everyone Counts' Response

The following preliminary project schedule includes a description of each task and the expected time to complete and coordinate each task. Actual dates will be determined during the project kickoff meeting and dependent on concurrent or consecutive election cycle.

The schedule includes:

- Candidate Registration Begins
- Candidate Registration Ends - Deadline
- Deadline for hard copy candidate registration forms
- Data delivered to Everyone Counts
- Everyone Counts delivers voter unique passcode with voter list to City
- Voter password mailed out to voters by the City
- Web site goes live
- Voting begins
- Voting end
- Everyone Counts delivers election results to the City
- Deadline to challenge results

Deliverable	Owner	Duration
<b>Initiation</b>		
Kickoff meeting	EC / CITY	1 day
Identify stakeholders	EC / CITY	3 hours
Agree on timelines	EC / CITY	3 hours
Establish point of contact	EC	1 hour
Define milestones	EC / CITY	2 hours
<b>Drafting</b>		
Draft election and ballot data to specifications	EC	3 days
Voter file samples loaded into elect for testing	EC	1 day
Draft candidate registration to specifications	EC	3 days
Determine change authorization	EC / CITY	4 hours
Ballot drafted	EC	1 day



**Testing**

Rigorous in-house testing for system load and capacity	EC	3 days
Neighborhood Commission testing and sign off	EC / CITY	1 day
Logic and Accuracy testing	EC/CITY	2 days
Election lock down and encrypted	EC / CITY	1 day

**Candidate Registration Period**

Candidate registration begins	EC / CITY	1 hour
Monitor candidate registration 24/7	EC	3 weeks
Resolve any outstanding questions	EC	Ongoing
Candidate registration ends	EC / CITY	1 hour
Deadline for hard copy candidate registration	EC / CITY	1 hour
Data delivered to Everyone Counts	EC / CITY	1 hour

**Voting Period**

Voter credentials delivered to Department	EC / CITY	1 hour
Voter passwords mailed/Website goes live	CITY	1 day
Voting begins	EC / CITY	1 hour
Monitor election 24/7	EC	3 weeks
Resolve any outstanding questions	EC	Ongoing
Reports provide data to Department	EC	Ongoing
Voting ends/Election close	EC / CITY	1 hour

**Post-Election**

Decryption	EC / CITY	1 hour
Results	EC / CITY	1 hour
Election results delivered to City	EC	1 hour
Debrief with final report	EC / CITY	3 hours
Deadline to challenge results	EC / CITY	1 day

# DEPARTMENT RESPONSIBILITIES

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- 50.
- a. DEPARTMENT will furnish CONTRACTOR with any other required voter information.
  - b. DEPARTMENT shall be responsible for marketing information regarding usage of the program.
  - c. DEPARTMENT shall provide auditors and observers as required to certify and oversee the Neighborhood Board Election process
  - d. DEPARTMENT shall provide paper forms to candidates not using the online candidate registration system.

## Everyone Counts' Response

Everyone Counts acknowledges the Department's responsibilities as detailed above.

# EXHIBIT "B"

# EMPOWERLA! CONTRACT DETAIL

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Everyone Counts has been awarded the work described in RFP LABAVN Tracking Number DONE 2014-002 for the Los Angeles Department of Neighborhood Council, now known as EmpowerLA!

Everyone Counts, Inc. is a Software-as-a-Service company, leading election modernization by providing a perpetually state of the art solution for all binding election needs. The SaaS model also provides predictable billing by spreading the cost throughout the duration of the contract. The EmpowerLA! procurement offices have indicated a desire to use a traditional billing model, reflective of the work being performed in the Fiscal Years covered by this contract. In addition, EmpowerLA! expressed two needs we are also addressing in this modification of terms:

1. Recognition of the fact that many NC's will not run elections in 2016. The number of elections are slated to be 85 versus the 95 that were articulated in the RFP.
2. Voter Registration is a core need and deliverable that was not articulated in the RFP and therefore is out-of-scope in our proposed response. However, this has surfaced as a primary initial need for the EmpowerLA! team.

Voter Registration solutions vary in complexity; a typical state-level VR system would be in the millions of dollars. We have evaluated the needs of the EmpowerLA! requirements (which are still evolving) and do not recommend such a complex and robust system at this time; we recommend our VR Web Application, which we will need to modify from its current state to incorporate the complexities of the NC eligibility and ballot models, which are derived from GIS shape files. If separately proposed, Everyone Counts, Inc. would provide this Voter Registration Web App and our Ballot Address Locator module at the base price of \$75,000 and with customizations needed, the final price point for the module as a stand-alone, would likely exceed \$150,000.

In recognition of item #1 above, Everyone Counts will not increase pricing associated with the addition of the VR Web Application. We will provide instead, this VR Web Application for the pricing which would have been credited back for elections that do not occur. This represents a significant discount for our base VR Web Application, delivering it to EmpowerLA! for \$30,500 versus our standard pricing plus custom development pricing outlined in the previous paragraph.

The new investment pricing structure, deliverables and payments due for the duration of the contract are as follows:

### **General Payment Terms For Traditional Investment Model.**

- \$434,625 total Option price due, billed in monthly invoices over the first six months of the contract term.
- The balance of \$434,625 shall be billed in quarterly invoices across the remaining 2.5 years of the contract term.
- Additional contracted items that are out-of-scope from the RFP and are requested by the Department are billed based on the Component Menu Pricing provided for in the RFP Response and are due and payable net 30.

## DRAFT SCOPE OF WORK - VOTER REGISTRATION WEB APP

The requirements of this component are still being understood and developed. Scope of Work is subject to change based on further needs / requirements uncovered in the discovery phase, post contract. Should significant changes / requirements be discovered that go beyond this initial outline for Scope of Work, Everyone Counts, Inc. will bill for work using the Component Pricing provided in the RFP response.

### DESCRIPTION:

The Voter Registration Web App will deliver the ability for the voting public to perform self-serve voter registration through an on-line web application, available to the public through all popular and supported web-browsers, 24x7. The VR web app will be customized to enable voters to register for all NC's they may be eligible to vote in based on business and election eligibility rules provided by EmpowerLA!. Everyone Counts will provide it's underlying technology to deliver address look up and mapping for a voter's eligible NC's.

Note that Voter Registration was not a component in the original RFP and therefore out of scope in the SOW committed to in the RFP; an additional SOW will be generated for the Voter Registration option selected by the Department (Simple Voter Registration Tool or Voter Registration Web App). The Voter Registration SOW will be amended to the contract when requirements are finalized by the Department and mutually agreed.

## ONLINE VOTER REGISTRATION

1. CONTRACTOR shall make available the online voter registration system for access by voters and shall be available twenty-four (24) hours per day, seven (7) days per week.

Everyone Counts' Response

Everyone Counts will make the online voter registration available 24/7.

2. CONTRACTOR'S online voter registration system will allow the voter to input the following information:
- a. Last name
  - b. Middle Initial
  - c. First name
  - d. Residential address
  - e. Residential telephone number
  - f. Work telephone number
  - g. Email address
  - h. Eligibility proof (self affirmation, documentation)

Everyone Counts' Response

The Voter Registration Web App will support all mutually agreed requirements.

Everyone Counts will work with the City to ensure ease of use, content validation and to effect reduction of input errors by providing drop down and multi-select boxes, when applicable.

CONTRACTOR shall provide information plans detailing their system's testing and verification process. The testing and verification process shall include backup and recovery procedures.

#### Everyone Counts' Response

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### TESTING AND VERIFICATION PROCESSES

Everyone Counts follows standard software development processes based on CMM.

- Everyone Counts has a rigorous design review processes to ensure quality in our products right from the design phase
- Our developers conduct peer code reviews to ensure our code supports and exceeds the standards and has excellent quality
- Our developers write unit tests and ensure that the results are accurate before checking in their code
- We have extensive suite of test cases that we run against all of our releases to ensure the highest quality
- Our release processes are well documented and have been used consistently for several years.

Upon request further information may be provided to support these key Everyone Counts development practices.

### DISASTER RECOVERY

The following disaster scenarios detail hypothetical disaster scenarios, and outcome and associated disaster plan.

Scenario	Symptom	Recovery Plan
<b>Hardware Failure</b>		
<p>A single hardware component fails, such as:</p> <ul style="list-style-type: none"> <li>• Application or web server</li> <li>• Database server</li> <li>• Firewall</li> <li>• Intrusion detection system</li> <li>• Monitoring server</li> <li>• Networking switch</li> <li>• Networking router</li> </ul>	<p>Each component is configured in an N+1 shared-nothing design.</p> <p>No symptoms are experienced by end users.</p>	<p>Replace or repair faulty hardware, and place it back into working service.</p>
<b>Data Center Facilities Failure</b>		
<p>Data center facility experiences a failure in critical services, such as:</p> <ul style="list-style-type: none"> <li>• HVAC Offline</li> <li>• Power Offline</li> <li>• Network Offline</li> </ul>	<p>Each of the above items, and all data centre services have redundant facilities.</p> <ul style="list-style-type: none"> <li>• HVAC - redundant cooling systems</li> <li>• Power - battery backup, and diesel generators</li> <li>• Network - redundant internet service providers</li> </ul> <p>No symptoms are experienced by end users.</p>	<p>Work with data center to restore all services.</p>
<b>Data Center Offline</b>		
<p>A Data Center completely loses critical services, such as:</p> <ul style="list-style-type: none"> <li>• Power (including backup)</li> <li>• HVAC (including backups)</li> <li>• Network (including backups)</li> </ul>	<p>No symptoms are experienced by end users.</p>	<p>Work with data center to restore all services.</p>
<b>Data Center Destroyed</b>		
<p>Data center is destroyed or rendered permanently unavailable, such as:</p> <ul style="list-style-type: none"> <li>• Natural disaster</li> <li>• Fire or flood in data center</li> <li>• Theft or destruction of all data center hardware</li> </ul>	<p>No symptoms are experienced by end users.</p>	<p>All services are transferred to redundant data center site.</p>
<b>Multiple Data Center Offline</b>		
<p>Multiple data centers are destroyed or rendered offline.</p>	<p>Users are unable to reach the voting system.</p>	<p>Backup data snapshots stored at the Everyone Counts facilities, and with tape-drive backups at data centers. Using the backup snapshots, the recovery of the voting system is restored through the sourcing of a new or temporary data center.</p>



4. No special software shall be required of the voter to use the online voter registration system, beyond a standard, enabled web browser.

Everyone Counts' Response

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Everyone Counts fully supports this requirement. No software other than a standard web browser is required. There is no client-side software that is needed to register to vote for Neighborhood elections.

5. The system being offered shall be compatible with all major Internet browsers.

Everyone Counts' Response

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Everyone Counts fully supports this requirement. The elect interface supports, at a minimum, the last three (3) full releases of standard, commonly used Web browsers. As well as supporting multiple browser and browser versions, the elect solution automatically detects the device browser type and version, making interface adjustments accordingly.

6. CONTRACTOR shall provide and maintain a "backup" system for this program to ensure data is not lost.

Everyone Counts' Response

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There are no single points of failure in the election. Everyone Counts goes to great lengths to ensure data is not lost, including geo-failover.

7. CONTRACTOR shall provide the server hardware to support the online registration system during development, testing and production. CONTRACTOR shall provide redundant, centralized, secured servers for the elections, as well as firewalls and hardened security methods.

Everyone Counts' Response

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Everyone Counts' data centers meets this requirement. The hardware and general infrastructure capacity exceeds the demand requirements at peak periods several times over. Everyone Counts fully satisfies this requirement with excess capacity to handle the voter responses and uploads.

8. CONTRACTOR shall furnish a minimum of one (1) personnel representing the company who will act as CONTRACTOR'S liaison, in addition to the technical support team.

Everyone Counts' Response

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In addition to a Technical Support Team and ongoing Technical Support, Everyone Counts designates at least one (1) person to represent the company and act as our liaison for voter registration system assistance.

# EXHIBIT “C”

# EMPOWERLA! CONTRACT DETAIL – ALTERNATIVE BUDGET SOLUTION

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Everyone Counts has been awarded the work described in RFP LABAVN Tracking Number DONE 2014-002 for the Los Angeles Department of Neighborhood Council, now known as EmpowerLA!

As an alternative to our initial Contract Detail Pricing from the original RFP Option 1, we offer two alternative Budget Options, either of which can be procured for a total investment of \$552,000.

## **Budget Option 2:**

In this option, we offer this alternative pricing model to achieve budgetary goals. Option 2 provides for:

- Maximum of 50 NC elections executed through Online Voting or Telephone Voting
- Option to add additional NC elections at a rate of \$3,500 per election
- Simple Voter Registration Tool using Web Browser Interface (see description below)
- Candidate Registration Module

## **Budget Option 3:**

In this option, we offer this alternative pricing model to achieve budgetary goals. Option 3 provides for:

- Up to 85 NC elections executed exclusively through Online Voting (no telephone voting)
- Option to add additional NC elections at a rate of \$3,500 per election
- Simple Voter Registration Tool using Web Browser Interface (see description below)
- Candidate Registration Module

## **Simple Voter Registration Tool**

The Scope of Work outlined in our RFP response will remain for elements described and selected. For this Alternative Pricing Model, we will provide a simple web front-end application for collecting new Voter Registrations, making it available 24x7 through standard web browser interface. Voter Registration data will be captured and forwarded for approval via .CSV files. When Voters have been approved; these files will be returned to Everyone Counts for upload into the eElect Admin Voter Management system. Note that Voter Registration was not a component in the original RFP and therefore out of scope in the SOW committed to in the RFP; an additional SOW will be generated for the Voter Registration option selected by the Department (Simple Voter Registration Tool or Voter Registration Web App). The Voter Registration SOW will be amended to the contract when requirements are finalized by the Department and mutually agreed.

# EXHIBIT “D”

**CITY OF LOS ANGELES**  
**INFORMATION TECHNOLOGY POLICY COMMITTEE**  
**Citywide Website Development and Publication Policy**

**Policy Number:** IT-007  
**Effective Date:** May 24, 2013

**Description:** Description: This policy covers minimum acceptable standards for the design and development of Internet and intranet websites for the City of Los Angeles.

### **1. Overview**

The City of Los Angeles (hereafter, known as "the City") creates and uses websites as a service to promptly and accurately provide information about City services, official events and other matters of importance to the City's residents, businesses, visitors, and City employees. The City's goal for these websites is to encourage increased participation in City government and to help create an information resource. Towards that end, the design and development of websites by the City are shall be guided by this Website Design and Development Policy. References to website design and development in this policy include but may not be limited to the creation and presentation of photos, images, audio, video, pages, and other visual elements that appear on a City website.

### **2. Purpose**

The purpose of this policy is to ensure that acceptable standards are adhered to in regards to websites designed and developed by the City. City Department Heads, Elected Officials, or personnel authorized by the Department Heads or Officials will be responsible for determining what websites will be developed and deployed based on this and the Web Content Policy, and to impose standards on the use of websites.

The underlying principle in setting forth these standards is to provide direction in designing and developing websites about the City and its services that is accurate, manageable, efficient and organized. It is the responsibility of the Department Heads and Elected Officials to ensure that departmental staff adheres to City website related policies.

### **3. Scope**

This policy applies to all websites owned or operated by the City of Los Angeles, and all involved in the management, design, development, and maintenance of these websites. This includes, but is not limited to full-time staff, part-time staff, contractors, freelancers, and other agents who perform one or more of the following roles: website managers, usability specialists, content writers, information architects, graphic designers, developers/programmers, and subject matter specialists (as defined in Section 4.1 Staff Roles and Responsibilities).

#### **3.1. Types of City Websites**

This policy defines City websites by the website's intended audience, or site visitor group.

- Internet Website – Internet websites are published on the Internet for access by the General Public.
- Intranet Website – Intranet websites are published on the City's intranet for access by City Employees and other authorized staff within the City's Internal network, but not accessible by the General Public
- Employee/Group Website – Employee/Group websites are intranet sites published, for access restricted to an individual or group of City Employees and other staff within a City's Internal network, and not intended to be linked to by an Internet or intranet website.

#### 4. Policy

The following rules provide direction on what the City's governing standards are with regards to the design and development of the three types of City Websites. See Citywide Web Content Policy for additional related policies. For a specific list of guidelines for the design and development of City websites, refer to section 5 of this Policy.

**4.1 Staff Roles and Responsibilities.** Various responsibilities are needed to ensure the usability of City websites and the accuracy and timeliness of information. These responsibilities are shared among staff roles based on definitions by Usability.gov on the Project Team page (<http://usability.gov/methods/plan/assemble.html>).

For Internet and intranet websites, employees performing one or more of these roles shall be identified. For Employee/Group websites, employees performing one or more of these roles shall be considered.

- Website Manager – A skilled manager who actively leads and manages a complex project.
- Usability Specialist – Usability specialists help work through the user-centered design process. They help evaluate websites and make recommendations for improvement.
- Content Writer(s) – Writers and editors skilled in writing for the Web creating content that is accurate, up-to-date, and easy for users to read and understand.
- Information Architect(s) – Information architects organizing the content and functionality on the Website into a navigation structure that is logical and usable to intended audiences.
- Graphic Designer(s) – Graphic designers specializing in creating visually appealing designs that enhance the usability of the Website.
- Developer(s)/Programmer(s) – Developers manage the technical aspects of the Website including any programming of the site. Developers shall develop accessible websites according to section 4.3. of this policy, or be able to provide the tools necessary for Content Writers to comply with 4.9 of the Web Content Policy.

- Subject Matter Specialist(s) – People who are familiar with the topics on the site and provide information for the site. If they are not trained in writing for the Web, they should work with content writers and editors.

#### **4.2. Design and Development of Official Websites**

Websites should be designed and developed for official use only. The design and development of websites for disruptive, discriminatory, unethical or unprofessional activities, for personal gain, for any purpose that would jeopardize the legitimate Interests of the City, or violate any City, state or federal law is strictly prohibited. All activities related to the design and development of City websites must have approval from the appropriate authorities within a City Department or Elected Official Office.

#### **4.3. Accessibility**

Internet and intranet websites shall be designed and developed to comply with the latest Technical Standards for Web-based intranet and Internet information and applications as stated in Section 508 of the Federal Rehabilitation Act found on (<http://www.section508.gov/index.cfm?fuseAction=stdsdoc>). An Employee/Group website shall comply with the same standards **where appropriate**.

#### **4.4. Multi-Browser Compatibility**

All City Internet sites whenever possible shall be designed and developed to look and operate identically with the most, commonly used Internet browser software versions that cover at least 80% of the browser users in the United States according to the most recent statistics. One site that can be accessed for statistical information is [gs.statcounter.com](http://gs.statcounter.com) where filters can be set to include Browser Version, Country, Month, and Year.

Selection of Browsers for Employee Groups sites are dependent on the target audience and not subject to any of these multi-browser compatibility policies set above.

#### **4.5. Consistent Identity and Domain**

In order for the public to easily identify a City of Los Angeles website, it is required that all City Internet sites include the City seal, the words "City of Los Angeles", and their Department (or Office) Logo and/or name on each page. It is also highly recommended that the City Seal be a link back to [www.lacity.org](http://www.lacity.org). Recommended templates can be found on the ITA intranet site on the E-Government and Web Services page.

City intranet websites are required to include the Department (or Office) Logo or name, while the City Seal and the words "City of Los Angeles" are optional.

Employee Group websites are required to display a title that identifies the project or subject matter of the site, and the name and contact info of the employee responsible for maintaining the site. It is recommended that a Department (or Office) logo and/or name also be displayed.

**4.6. Inquiries and Feedback.** City websites shall provide an easy way for users to give feedback and make inquiries regarding the website or information found on the website. All City websites are required to provide one of the following methods of contact on a consistent location on every page of the website:

- Email address
- Phone number including a telecommunications device for the deaf (TDD) number
- Online form for submitting feedback
- CityFone Directory
- Link to a page containing one or more of the above

It is highly recommended that City websites provide two or more of the contact information sources listed above.

Each website inquiry and feedback function should be tested at regular intervals to verify that the functions are in good working order.

#### **4.7. Privacy**

The City, through authorized personnel, reserves the right to access and monitor all City websites without prior notification. Therefore, developers should not have the expectation of privacy with their websites even if it is intended for a small group.

#### **4.8. California Public Records Act and Other Disclosures**

Website files, including related log files, stored on City servers may be subject to release to the public upon request under the California Public Records Act (CPRA) (California Gov't Code §6250 et seq.). Employees should consult with the management of their employing agencies and departments, as well as the City Attorney's Office, to determine appropriate procedures to follow when such cases arise.

#### **4.9. Access and Security**

Access to modify City websites is limited to personnel who have been determined to have an appropriate business reason for having access. All personnel who are granted security access will be identified by an Account ID. All actions performed with an Account ID will be the responsibility of the ID's registered owner, or those delegated responsible for the account. Those responsible for the Account ID should notify the appropriate authority immediately in the event an Account ID password is compromised. To protect against passwords from being compromised, it is suggested to follow the minimum password standards in the Citywide Password Policy.

The registered owner, or those delegated responsible for the account, are required to notify the Account ID administrators if there are any changes in personnel accessing City websites (e.g., an employee leaving the department).

The City will not be responsible for any damages to City websites caused by the unauthorized use of an access account. The registered owner, or those delegated responsible for the account, are responsible for all activities that occur under their assigned account.

Measures to secure websites from defacement or server attacks must also be taken. It is highly recommended that online forms on City websites use a spam guard technique such as a CAPTCHA (Completely Automated Public Turing test to tell Computers and Humans Apart). If the forms are submitting data to a database, safeguards shall be taken to protect against common hacking techniques such as SQL Injections.



#### **4.10 File Maintenance**

Hosting and backing up website files in the production, development, and test servers require a substantial amount of system resources. To help optimize the use of these resources, the following measures shall be followed:

- Production web servers will only host website files in the latest version
- Orphaned files (files of a website that are not linked to from the website) should be deleted from the production web servers at least every quarter. If an orphaned website file needs to be retained for a longer period, the file should be archived to an appropriate filing system.

#### **4.11. Website Retention**

Employees should be aware that certain website files may be retained according to Departments specific records retention plans. Employees involved in website design and development should be trained by their Department Heads, Elected Officials or personnel authorized by Department Heads or Officials in the appropriate record retention guidelines that apply to their Departments and/or particular assignments.

### **5. Guidelines**

To produce professional and usable websites, it is important that along with this policy, a minimum set of standards are followed in any web design and development project. Appendix A contains a subset of guidelines taken from the Research-Based Web Design and Usability Guidelines, provided by the US Department of Health and Human Services that should be applied to the design and development of City of Los Angeles websites. More information about these guidelines and a complete set of guidelines can be found at [Usability.gov](http://Usability.gov).

### **6. Policy Enforcement**

Enforcement of this Policy is the responsibility of those individuals designated by the Department Heads, Elected Officials or personnel authorized overseeing respective web site and development projects

### **7. Revision History**

The Information Technology Policy Committee (ITPC) will periodically review and update this policy, and submit the updated policies for approval.

## **Appendix A. Guidelines for the Design and Development of City Websites**

Below is a subset of guidelines taken from the 2nd Edition of the Research-Based Web Design and Usability Guidelines, provided by the US Department of Health and Human Services. These are the minimum set of guidelines, that should be applied to the design and development of City of Los Angeles websites. It is important to note that this set of guidelines may be updated as needed so it is important to refer to the online version of this document to obtain the latest set of guidelines. More information about these guidelines and a complete set of guidelines can be found at Usability.gov.

## 1. Establish User Requirements

**Guideline:** Use all available resources to better understand users' requirements.

**Comments:** The greater the number of exchanges of information with potential users, the better the developers' understanding of the users' requirements. The more information that can be exchanged between developers and users, the higher the probability of having a successful Web site. These could include customer support lines, customer surveys and interviews, bulletin boards, sales people, user groups, trade show experiences, focus groups, etc. Successful projects require at least four (and average five) different sources of information. Do not rely too heavily on user intermediaries.

The information gathered from exchanges with users can be used to build 'use cases.' Use cases describe the things that users want and need the Web site to be able to do. In one study, when compared with traditional function-oriented analyses, use cases provided a specification that produced better user performance and higher user preferences.

## 2. Standardize Task Sequences

**Guideline:** Allow users to perform tasks in the same sequence and manner across similar conditions.

**Comments:** Users learn certain sequences of behaviors and perform best when they can be reliably repeated. For example, users become accustomed to looking in either the left or right panels for additional information. Also, users become familiar with the steps in a search or checkout process.

## 3. Design for Working Memory Limitations

**Guideline:** Do not require users to remember information from place to place on a Web site.

**Comments:** Users can remember relatively few items of information for a relatively short period of time.

When users must remember information on one Web page for use on another page or another location on the same page, they can only remember about three or four items for a few seconds. If users must make comparisons, it is best to have the items being compared side-by-side so that users do not have to remember information.

## 4. Do Not Use Color Alone to Convey Information

**Guideline:** Ensure that all information conveyed with color is also available without color.

**Comments:** Never use color as the only indicator for critical activities. A sizable enough percentage of users have difficulty discriminating colors. Most of these users have difficulty seeing colors in the green portion of the spectrum.

To accommodate color-deficient users, designers should:

- Select color combinations that can be discriminated by users with color deficiencies;
- Use tools to see what Web pages will look like when seen by color deficient users;
- Ensure that the lightness contrast between foreground and background colors is high;
- Increase the lightness contrast between colors on either end of the spectrum (e.g., blues and reds); and
- Avoid combining light colors from either end of the spectrum with dark colors from the middle of the spectrum.

## 5. Create a Positive First Impression of Your Site

**Guideline:** Treat your homepage as the key to conveying the quality of your site.

**Comments:** In terms of conveying quality, the homepage is probably the most important page on a Web site. One study found that when asked to find high quality Web sites, about half of the time participants looked only at the homepage. You will not get a second chance to make a good first impression on a user.

## 6. Place Important Items Consistently

**Guideline:** Put important, clickable items in the same locations, and closer to the top of the page, where their location can be better estimated.

**Comments:** Users will try to anticipate where items will appear on their screen. They will start 'searching' a page before the layout appears on their screen. When screen items remain constant, users learn their location on a page, and use this knowledge to improve task performance. Experienced users will begin moving their mouse to the area of the target before the eye detects the item. Users can anticipate the location of items near the top much better than those farther down the page.

## 7. Place Important Items at Top Center

**Guideline:** Put the most important items at the top center of the Web page to facilitate users' finding the information.

**Comments:** Users generally look at the top center of a page first, then look left, then right, and finally begin systematically moving down the total Web page. All critical content and navigation options should be toward the top of the page. Particularly on navigation pages, most major choices should be visible with no, or a minimum of, scrolling.

## 8. Align Items on a Page

**Guideline:** Visually align page elements, either vertically or horizontally.

**Comments:** Users prefer consistent alignments for items such as text blocks, rows, columns, checkboxes, radio buttons, data entry fields, etc. Use consistent alignments across all Web pages.

## 9. Eliminate Horizontal Scrolling

**Guideline:** Use an appropriate page layout to eliminate the need for users to scroll horizontally.

**Comments:** Horizontal scrolling is a slow and tedious way to view an entire screen. Common page layouts including fluid and left-justified may require some users to scroll horizontally if their monitor resolution or size is smaller than that used by designers.

## 10. Use Clear Category Labels

**Guideline:** Ensure that category labels, including links, clearly reflect the information and items contained within the category.

**Comments:** Category titles must be understood by typical users. Users will likely have difficulty understanding vague, generalized link labels, but will find specific, detailed links, and descriptors easier to use.

## 11. Use Dark Text on Plain, High-Contrast Backgrounds

**Guideline:** When users are expected to rapidly read and understand prose text, use dark text on a plain, high-contrast, non-patterned background.

**Comments:** Dark text on a plain background elicited reliably faster reading performance than on a medium-textured background. When compared to reading light text on a dark background, people read black text on a white background up to thirty-two percent faster. In general, the greater the contrast between the text and background, the easier the text is to read.

## 12. Order Elements to Maximize User Performance

**Guideline:** Arrange lists and tasks in an order that best facilitates efficient and successful user performance.

**Comments:** Designers should determine if there is an order for items that will facilitate use of the Web site. If there is, ensure that the site is formatted to support that order, and that all pages follow the same order. For example, ensure that lists of items, sets of links, and a series of tabs are in a meaningful order.

Where no obvious order applies, organize lists alphabetically or numerically. Keep in mind that it is the user's logic that should prevail rather than the designer's logic.

## 13. Use Simple Background Images

**Guideline:** Use background images sparingly and make sure they are simple, especially if they are used behind text.

**Comments:** Background images can make it difficult for users to read foreground text. A single, large, complex background image (including a picture) can substantially slow page download rates. If background images must be employed, use small, simple images with 'tiling,' and/or keep the image resolution as low as possible.

## 14. Make Action Sequences Clear

**Guideline:** When describing an action or task that has a natural order or sequence (assembly instructions, troubleshooting, etc.), structure the content so that the sequence is obvious and consistent.

**Comments:** Time-based sequences are easily understood by users. Do not force users to perform or learn tasks in a sequence that is unusual or awkward.

#### 15. Use Mixed Case with Prose

**Guideline:** Display continuous (prose) text using mixed upper- and lowercase letters.

**Comments:** Reading text is easier when capitalization is used conventionally to start sentences and to indicate proper nouns and acronyms. If an item is intended to attract the user's attention, display the item in all uppercase, bold, or italics. Do not use these methods for showing emphasis for more than one or two words or a short phrase because they slow reading performance when used for extended prose.

#### 16. Organize Information Clearly

**Guideline:** Organize information at each level of the Web site so that it shows a clear and logical structure to typical users.

**Comments:** Designers should present information in a structure that reflects user needs and the site's goals. Information should be well-organized at the Web site level, page level, and paragraph or list level.

Good Web site and page design enables users to understand the nature of the site's organizational relationships and will support users in locating information efficiently. A clear, logical structure will reduce the chances of users becoming bored, disinterested, or frustrated.

#### 17. Group Related Elements

**Guideline:** Group all related information and functions in order to decrease time spent searching or scanning.

**Comments:** All information related to one topic should be grouped together. This minimizes the need for users to search or scan the site for related information. Users will consider items that are placed in close spatial proximity to belong together conceptually. Text items that share the same background color typically will be seen as being related to each other.

#### 18. Use an Iterative Design Approach

**Guideline:** Develop and test prototypes through an iterative design approach to create the most useful and usable Web site.

**Comments:** Iterative design consists of creating paper or computer prototypes, testing the prototypes, and then making changes based on the test results. The 'test and make changes' process is repeated until the Web site meets performance benchmarks (usability goals). When these goals are met, the iterative process ends.

The iterative design process helps to substantially improve the usability of Web sites. One recent study found that the improvements made between the original Web site and the

redesigned Web site resulted in thirty percent more task completions, twenty-five percent less time to complete the tasks, and sixty-seven percent greater user satisfaction. A second study reported that eight of ten tasks were performed faster on the Web site that had been iteratively designed. Finally, a third study found that forty-six percent of the original set of issues were resolved by making design changes to the interface.

# EXHIBIT "E"

**CITY OF LOS ANGELES**  
**INFORMATION TECHNOLOGY POLICY COMMITTEE**  
**Citywide Web Content Policy**

**Policy Number:** IT-006

**Effective Date:** March 27, 2013

**Description:** This policy covers minimum acceptable standards for content published on websites by the City of Los Angeles.

### **1. Overview**

The City of Los Angeles (hereafter, known as "the City") creates and uses websites as a method for making information and City services available to the City's residents, the public and private sectors, visitors, and City employees. The content published on websites by the City are guided by this Website Content Policy. References to website content in this policy includes but may not be limited to published text, video, audio, photos, images ,maps and documents.

### **2. Purpose**

The purpose of this policy is to ensure that acceptable standards are adhered to for information designed and developed by the City on any website.

City Departments, Elected Officials, as well as designated representatives will be responsible for determining those departmental bodies or individuals responsible for what information shall and shall not be placed on their respective websites based on this and the Internet Acceptable Usage Policy, and will be responsible for adhering to the City's website content standard.

It is the responsibility of the Department Heads and Elected Officials to ensure that departmental staff adheres to City website related policies.

### **3. Scope**

This policy addresses the issues related to content managed by the City on websites delivered using various methods. These methods include:

- Utilizing City resources to create and host websites (City websites)
- Utilizing City resources to create websites, but non-City services to host websites (City websites)
- Utilizing non-City websites to publish content managed by the City (non-City websites hosting City-managed content)

All City employees and personnel authorized by the City to provide and publish content for websites in any of the methods above are required to follow this policy. Specific departments may have unique requirements not covered by this policy and are encouraged to develop additional policies to cover them.

### **4. Policy**



City Department Heads and Elected Officials as well as designated representatives shall direct and govern the creation and publication of content for websites as detailed in this policy.

**4.1. Advisory Responsibility.** The City Attorney's Office is responsible for advising the City regarding legal questions that arise with regard to the content of their respective websites, including but not limited to privacy, copyright, and other intellectual property issues, helping City Departments comply with this Website Content Policy and assisting with any additional requirements or policies specific to a department.

**4.2. Copyright-Protected and Trademark-Protected Material.** Under U.S. Copyright law, copyright-protected materials may not be reproduced, distributed, transmitted, displayed, or otherwise published without the prior written permission of the owners of these materials. This also applies to trademarks, which can be a word, phrase, symbol or design, or a combination thereof, that identifies and distinguishes the source of the goods of one party from those of others (<http://www.uspto.gov/>). Those responsible for publishing content on City websites shall protect City materials and comply with laws in the use of third-party materials on City websites.

**4.2.1. City Materials.** To protect City materials, all pages of City websites and Non-City websites hosting City-managed content shall display a City of Los Angeles copyright statement and give proper trademark notice using either of the following:

Copyright 20\_\_ City of Los Angeles, unless otherwise noted. All logos, names, insignias, etc. of City Departments, Elected Official Offices, and Commissions are trademarks of the City of Los Angeles. Unauthorized use prohibited.

Copyright 20\_\_ City of Los Angeles, unless otherwise noted. All rights reserved. For licenses to use these materials or to report infringement, please contact the Los Angeles City Attorney's Office, Intellectual Property Council, 200 North Main Street, City Hall East, Los Angeles, CA 90012, (213) 978-8100. All logos, names, insignias, etc. of City Departments, Elected Official Offices, and Commissions are trademarks of the City of Los Angeles. Unauthorized use prohibited.

**4.2.2. Third-Party Materials.** Those responsible for creating or publishing content on City websites must ensure proper clearance is obtained before using any third-party material on City websites. These include, but are not limited to, photos, videos, writings, maps, brand names, logos, and slogans.

**4.3. Avoidance of Preferential Treatment.** To preserve the public nature of the City's websites and to avoid any perception that the City endorses or provides favorable treatment to any private person or business enterprise (hereinafter collectively referred to as "vendor"), City websites or non-City websites hosting City-managed content shall not display vendor logos or names. For exceptions to this, Departments and Elected Official Offices must consult the City Attorney's Office.

Furthermore, when a City website or non-City website hosting City-managed content provides a link to a non-City website, then the disclaimer process referenced in part 4.8 shall be used as part of the link process.

**4.4. Publication of Official Information.** The City websites and non-City websites hosting City-managed content are for official use only. The development and use of City websites and non-City websites hosting City-managed content for personal gain and use is strictly prohibited. All information disseminated through these websites must be related to the official duties and responsibilities of employees and City departments.

**4.5. Publication of Accurate Information.** City websites and non-City websites hosting City-managed content shall contain content that is current and correct. To ensure this, effective content review processes shall be conducted by departments and elected offices for new and existing content on these websites.

**4.6. Prohibition of Confidential Information.** Private, confidential, or sensitive information shall not be posted on any City website or non-City website hosting City-managed content. Guidelines for the protection of private confidential information can be found in the City Privacy Policy (<http://disclaimer.lacity.org/privacy.htm>).

**4.7. Prohibition of Campaign Information.** Except as provided below, no City website or non-City website hosting City-managed content may be used for campaign-related purposes. Campaign-related purposes include but are not limited to, the following:

- Statements in support or opposition to any candidate or ballot measures;
- Requests for campaign funds or references to any solicitations of campaign funds;
- And references to the campaign schedule or activities of any candidate

The City Clerk's website may contain election related material including election and candidate information and election programming authorized pursuant to municipal access policy board guidelines. For general election information, the City websites and non-City websites hosting City-managed content may link directly to website of the City Clerk.

The City Ethics Commission's website may contain election and campaign related materials. City websites and non-City websites hosting City-managed content may link to the City Ethics Commission's website, unless doing so constitutes a misuse of city position or resources under Los Angeles Municipal Code section 49.5.5. The City Ethics Commission is available to provide guidance and assistance to City employees and officials in complying with Los Angeles Municipal Code section 49.5.5.

**4.8. Non-City-Managed Content.** The City shall link to non-City websites or utilize non-City services, such as social networking sites, for the purpose of official City business only as defined in Section 4.4. This may be done on City websites or non-City websites hosting City-managed content. This however may present non-City-managed content to users.

**4.8.1. Non-City-managed Content Disclaimer.** For every instance a City website may display non-City-managed content, or link to a website that may contain non-City-managed content, the following disclaimer shall be provided to the user to explain the City's position regarding non-City-managed content:

"The City of Los Angeles is not responsible for the content, nor endorses or supports any advertising that may be contained on the site. Neither is it responsible for the inability to use, or damages that may arise from the use of, the site and/or materials contained on the site."

The disclaimer shall be presented in a manner appropriate to the situation in which the non-City-managed content appears:

**Linking to websites with no City-managed content.** Precede the disclaimer with "You are about to access a site not managed by the City of Los Angeles" before asking the user if they wish to proceed to a website containing non-City-managed content.

**Linking to non-City websites hosting City-managed content.** Precede the disclaimer with "You are about to access a site that may contain content not managed by the City of Los Angeles" before asking the user if they wish to proceed to the non-City service.

**Embedding non-City websites hosting City-managed content.** Precede the disclaimer with "The City is utilizing a non-City service to deliver content on this page," before providing a link to the disclaimer immediately below the embedded non-City website page. The link shall be labeled "Disclaimer".

**4.8.2. Non-City Website Link Priority.** To encourage use and access of City resources and information, a priority should be set for linking to information published by the City. This shall be done by listing City websites or non-City websites hosting City-managed content above the related websites containing non-City-managed content.

**4.8.3. City Website Priority.** City websites are the primary and predominant source of City information online. Non-City websites hosting City-managed content shall, wherever possible, link and direct site visitors back to City websites.

The City also reserves the right to reject or remove any content on City-managed or Non-City websites hosting City-managed content websites that violates this policy.

**4.9. Website Accessibility.** Content on City websites shall be accessible and usable to as many citizens as possible. For non-City websites hosting City-managed content, website accessibility shall be provided to the farthest extent feasible to the City. Those Staff involved in preparing, creating, and editing information for City websites and non-City websites hosting City-managed content shall provide the necessary content required to ensure compliance with standards of Section 508 of the Rehabilitation Act available on [www.section508.gov](http://www.section508.gov).

**4.10. Website Disclaimer.** Every page of a City website shall provide a link titled "Site Disclaimer" located in the footer area. The link shall point to a page containing the following site City of Los Angeles Website Disclaimer:

"The City of Los Angeles is neither responsible nor liable for any viruses or other contamination of your system nor for any delays, inaccuracies, errors or omissions arising out of your use of the Site or with respect to the material contained on the Site, including without limitation, any material posted on the Site. This site and all materials contained on it are distributed and transmitted "as is" without warranties of any kind, either express or implied, including without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The City of Los Angeles is not responsible for any special, indirect, incidental or consequential damages that may arise from the use of, or the inability to use, the site and/or the materials contained on the site whether the materials contained on the site are provided by the City of Los Angeles, or a third party."

For those City websites incorporating the Google Translate feature the following disclaimer needs to be part of this page:

**"Google Translate Disclaimer**

Translation of pages on City of Los Angeles websites may be performed by Google TM Translate, a free third party service that the City does not control. This translation service is only provided as a convenience to assist web visitors in understanding information on this website in a language other than English. The translations are

made through automated computer translation software that may not give you an accurate or precise translation all the time. Some applications or services may not work as expected when translated. In addition, some files and other items may not translate or cannot be translated including but not limited to graphics, photos and documents. Anyone relying on information obtained from Google TM Translate does so at his or her own risk. The City of Los Angeles does not warrant or make any promises, assurances, or guarantees as to the accuracy of the translations provided by Google TM Translate. As such, the City of Los Angeles shall not and will not be liable for damages or losses of any kind arising out of, or in connection with, the use or performance of such information, including but not limited to, damages or losses caused by reliance upon the accuracy, reliability or timeliness of any such information, or damages incurred from the viewing, distributing, or copying of such materials. If you are concerned about the accuracy of the translation, please refer to the English edition of the website, which is the official version. Please click the following link if you have any questions or for more information about Google TM Translate: <http://translate.google.com/support/> "

## 5. Policy Enforcement

It is the responsibility of City Department Heads, Elected Officials and their designated representatives to verify City-managed content on their department's City websites to ensure compliance to this policy. They are also responsible to remove any sites from publication that violate this policy.

## Appendix A. Guidelines for Content on City Websites

Below is a subset of guidelines taken from the 2nd Edition of the Research-Based Web Design and Usability Guidelines, provided by the US Department of Health and Human Services. These are the minimum set of guidelines, that should be applied to content on City of Los Angeles websites. It is important to note that this set of guidelines may be updated as needed so it is important to refer to the online version of this document to obtain the latest set of guidelines. More information about these guidelines and a complete set of guidelines can be found at Usability.gov.

### 1. Provide Useful Content

**Guideline:** Provide content that is engaging, relevant, and appropriate to the audience.

**Comments:** Content is the information provided on a Web site. Do not waste resources providing easy access and good usability to the wrong content. One study found that content is the most critical element of a Web site. Other studies have reported that content is more important than navigation, visual design, functionality, and interactivity.

### 2. Establish User Requirements

**Guideline:** Use all available resources to better understand users' requirements.

**Comments:** The greater the number of exchanges of information with potential users, the better the developers' understanding of the users' requirements. The more information that can be exchanged between developers and users, the higher the probability of having a successful Web site. These could include customer support lines, customer surveys and interviews, bulletin boards, sales people, user groups, trade show experiences, focus groups, etc. Successful projects require at least four (and average five) different sources of information. Do not rely too heavily on user intermediaries.

The information gathered from exchanges with users can be used to build 'use cases.' Use cases describe the things that users want and need the Web site to be able to do. In one study, when compared with traditional function-oriented analyses, use cases provided a specification that produced better user performance and higher user preferences.

### 3. Design for Working Memory Limitations

**Guideline:** Do not require users to remember information from place to place on a Web site.

**Comments:** Users can remember relatively few items of information for a relatively short period of time.

When users must remember information on one Web page for use on another page or another location on the same page, they can only remember about three or four items for a few seconds. If users must make comparisons, it is best to have the items being compared side-by-side so that users do not have to remember information.

### 4. Do Not Use Color Alone to Convey Information

**Guideline:** Ensure that all information conveyed with color is also available without color.

**Comments:** Never use color as the only indicator for critical activities. A percentage of users have difficulty discriminating colors. Most users with color deficiencies have difficulty seeing colors in the green portion of the spectrum.

To accommodate color-deficient users, designers should:

- Select color combinations that can be discriminated by users with color deficiencies;
- Use tools to see what Web pages will look like when seen by color deficient users;
- Ensure that the lightness contrast between foreground and background colors is high;
- Increase the lightness contrast between colors on either end of the spectrum (e.g., blues and reds); and
- Avoid combining light colors from either end of the spectrum with dark colors from the middle of the spectrum.

### 5. Create a Positive First Impression of Your Site

**Guideline:** Treat your homepage as the key to conveying the quality of your site.

**Comments:** In terms of conveying quality, the homepage is probably the most important page on a Web site. One study found that when asked to find high quality Web sites, about half of the time participants looked only at the homepage. You will not get a second chance to make a good first impression on a user.

### 6. Use Clear Category Labels

**Guideline:** Ensure that category labels, including links, clearly reflect the information and items contained within the category.

**Comments:** Category titles must be understood by typical users. Users will likely have difficulty understanding vague, generalized link labels, but will find specific, detailed links, and descriptors easier to use.

## 7. Use Descriptive Headings Liberally

**Guideline:** Use descriptive headings liberally throughout a Web site.

**Comments:** Well-written headings are an important tool for helping users scan quickly. Headings should conceptually relate to the information or functions that follow them.

Headings should provide strong cues that orient users and inform them about page organization and structure. Headings also help classify information on a page. Each heading should be helpful in finding the desired target.

The ability to scan quickly is particularly important for older adults because they tend to stop scanning and start reading more frequently. If headings are not descriptive or plentiful enough, the user may start reading in places that do not offer the information they are seeking, thereby slowing them down unnecessarily.

## 8. Use Meaningful Link Labels

**Guideline:** Use link labels and concepts that are meaningful, understandable, and easily differentiated by users rather than designers.

**Comments:** To avoid user confusion, use link labels that clearly differentiate one link from another. Users should be able to look at each link and learn something about the link's destination. Using terms like 'Click Here' can be counterproductive.

Clear labeling is especially important as users navigate down through the available links. The more decisions that users are required to make concerning links, the more opportunities they have to make a wrong decision.

## 9. Use Video, Animation, and Audio Meaningfully

**Guideline:** Use video, animation, and audio only when they help to convey, or are supportive of, the Web site's message or other content.

**Comments:** Multimedia elements (such as video, animation, and audio) can easily capture the attention of users; therefore, it is important to have clear and useful reasons for using multimedia to avoid unnecessarily distracting users. Some multimedia elements may take a long time to download, so it is important that they be worth the wait.

Used productively, multimedia can add great value to a site's content and help direct users' attention to the most important information and in the order that it is most useful.

## 10. Use Mixed Case with Prose

**Guideline:** Display continuous (prose) text using mixed upper- and lowercase letters.

**Comments:** Reading text is easier when capitalization is used conventionally to start sentences and to indicate proper nouns and acronyms. If an item is intended to attract the user's attention, display the item in all uppercase, bold, or italics. Do not use these

methods for showing emphasis for more than one or two words or a short phrase because they slow reading performance when used for extended prose.

## 11. Organize Information Clearly

**Guideline:** Organize information at each level of the Web site so that it shows a clear and logical structure to typical users.

**Comments:** Designers should present information in a structure that reflects user needs and the site's goals. Information should be well-organized at the Web site level, page level, and paragraph or list level.

Good Web site and page design enables users to understand the nature of the site's organizational relationships and will support users in locating information efficiently. A clear, logical structure will reduce the chances of users becoming bored, disinterested, or frustrated.

## 12. Facilitate Scanning

**Guideline:** Structure each content page to facilitate scanning: use clear, well-located headings; short phrases and sentences; and small readable paragraphs.

**Comments:** Web sites that are optimized for scanning can help users find desired information. Users that scan generally read headings, but do not read full text prose—this results in users missing information when a page contains dense text.

Studies report that about eighty percent of users scan any new page. Only sixteen percent read each word. Users spend about twelve percent of their time trying to locate desired information on a page.

To facilitate the finding of information, place important headings high in the center section of a page. Users tend to scan until they find something interesting and then they read. Designers should help users ignore large chunks of the page in a single glance.

## 13. Group Related Elements

**Guideline:** Group all related information and functions in order to decrease time spent searching or scanning.

**Comments:** All information related to one topic should be grouped together. This minimizes the need for users to search or scan the site for related information. Users will consider items that are placed in close spatial proximity to belong together conceptually. Text items that share the same background color typically will be seen as being related to each other.

# EXHIBIT "F"



# STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN**

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. NUMBER OF ORIGINALS**

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

### **PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

**PSC-4. TIME OF EFFECTIVENESS**

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR** hereto;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

**PSC-5. INTEGRATED CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

**PSC-6. AMENDMENT**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

**PSC-7. EXCUSABLE DELAYS**

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**PSC-8. BREACH**

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

**PSC-9. WAIVER**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

**PSC-10. TERMINATION**

**A. TERMINATION FOR CONVENIENCE**

The **CITY** may terminate this Contract for the **CITY'S** convenience at any time by giving **CONTRACTOR** thirty days written notice thereof. Upon receipt of said notice, **CONTRACTOR** shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to affect such termination. Thereafter, **CONTRACTOR** shall have no further claims against the **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon the date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

**B. TERMINATION FOR BREACH OF CONTRACT**

1. Except for excusable delays as provided in PSC-7, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then the **CITY** may immediately terminate this Contract.
3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the

**CITY'S** lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **PSC-11. INDEPENDENT CONTRACTOR**

**CONTRACTOR** is acting hereunder as an independent contractor and not as an agent or employee of the **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the **CITY**.

#### **PSC-12. CONTRACTOR'S PERSONNEL**

Unless otherwise provided or approved by the **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. The **CITY** shall have the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** agrees to remove personnel from performing work under this Contract if requested to do so by the **CITY**.

**CONTRACTOR** shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

**PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

**CONTRACTOR** may not, unless it has first obtained the written permission of the **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

**PSC-14. PERMITS**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

**PSC-15. CLAIMS FOR LABOR AND MATERIALS**

**CONTRACTOR** shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), against **CONTRACTOR'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

**PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

**PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

#### **PSC-18. FALSE CLAIMS ACT**

**CONTRACTOR** acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

#### **PSC-19. BONDS**

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

#### **PSC-20. INDEMNIFICATION**

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

#### **PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION**

**CONTRACTOR**, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,



and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

#### **PSC-22. INTELLECTUAL PROPERTY WARRANTY**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

#### **PSC-23. OWNERSHIP AND LICENSE**

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the **CITY** for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

**PSC-24. INSURANCE**

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

**PSC-25. DISCOUNT TERMS**

**CONTRACTOR** agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

**PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

**PSC-27. NON-DISCRIMINATION**

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

### **PSC-28. EQUAL EMPLOYMENT PRACTICES**

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
  - 1. Hiring practices;
  - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  - 3. Training and promotional opportunities; and
  - 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

**PSC-29. AFFIRMATIVE ACTION PROGRAM**

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
  - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.



- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

### **PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

**CONTRACTOR** certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

**PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
  2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
  4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

**PSC-32. AMERICANS WITH DISABILITIES ACT**

**CONTRACTOR** hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

### **PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

### **PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM**

**CONTRACTOR** agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

### **PSC-35. EQUAL BENEFITS ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

**CONTRACTOR** shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922.”

**PSC-36. SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

**EXHIBIT 1**

**INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

**CONTRACTUAL REQUIREMENTS**

**CONTRACTOR AGREES THAT:**

**1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

**3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

**4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

**5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

**6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Barney & Barney, A Marsh & McLennan Agency LLC Company, CA License #0H18131 P.O. Box 85638 San Diego, CA 92186
CONTACT NAME: Patty Feeney
PHONE (A/C, No, Ext): 858 587-7511 FAX (A/C, No): 858 909-9650
E-MAIL ADDRESS: Patty.Feeney@BarneyandBarney.com
INSURER(S) AFFORDING COVERAGE: Sentinel Insurance Company, Ltd (11000), Lloyd's of London, Hanover Fire and Casualty Insur (27324)

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation, Errors & Omission, and Directors & Office.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) EVIDENCE ONLY

CERTIFICATE HOLDER: City of Los Angeles, Department of Empowerment, 200 North Spring Street, Los Angeles, CA 90012
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Patty Feeney