# INTERNAL SERVICES DEPARTMENT

## REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
## FOR
## TELECOMMUNICATIONS SERVICES

## RFSQ# ITS I10611-S
## February 19, 2026

**Prepared By**

**County of Los Angeles**

**TABLE OF CONTENTS**

## TABLE OF CONTENTS

**PARAGRAPH** **PAGE**

## TABLE OF CONTENTS



**APPENDICES**

- **A** **Master Agreement**: Identifies the terms and conditions in the Master Agreement.
- **B** **Required Forms**: Forms that must be completed and included in the Statement of Qualifications (SOQ).
- **C** **Solicitation Requirements Review (SRR) Request**: Transmittal form sent to Department requesting a Solicitation Requirements Review.
- **D** **Service Category Descriptions:** The service category description in this RFSQ describes the scope of services that may be included in Statements of Work (SOWs) potentially awarded in the future for various telecommunications services.
- **E** **Service Level Requirements (SLRs):** A key objective of service level requirements (SLRs) is to attain Service Level Agreements (SLAs) to clearly define performance expectations, accountability, remedies and ensure service reliability and continuity within the County's critical telecommunications infrastructure.

# 1.0 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS

| | |
|---|---|
| **RFSQ Release Date** | February 19, 2026 |
| **RFSQ Contact** | Neary Ros via email: telecomm.contracts@isd.lacounty.gov |
| **Solicitation Requirements Review (SRR) Request Due** | March 3, 2026 by 2:00 p.m. |
| **Optional Virtual Vendor's Conference** | March 5, 2026 at 10:00 a.m. |
| **Written Questions Due** | March 12, 2026 by 2:00 p.m. |
| **Questions and Answers Released via Addendum** | April 7, 2026 |
| **SOQ's Due** | (Initial due date*) April 23, 2026 by 2:00 p.m. |
| **Anticipated Master Agreement Term** | Ten (10) years with four (4) two-year option periods and two (2) six-month option periods. |
| **Minimum Mandatory Requirements (MMRs)** | Interested and qualified Vendors that meet the Minimum Mandatory Requirements stated below are invited to submit an SOQ.<br>**3.1 Unresolved Disallowed Costs**<br>If Vendor's compliance with a County contract has been reviewed by the Department of the Auditor-Controller (A-C) within the last 10 years, Vendor must not have unresolved questioned costs identified by the A-C, in an amount over $100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of the A-C Report, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County. |

| | |
|---|---|
| | **3.2 List of References**<br><br>At least one (1) of the Vendors references provided in Appendix B (Required Forms), Exhibit 7 (List of References) must be responsive and validate that the Vendor meets the Minimum Mandatory Requirements identified in Paragraph 3.3 and 3.4.<br><br>**3.3 Years of Experience per Category**<br><br>Vendors must have the minimum years of experience in at least one (1) of the categories described in Paragraph 3.3. Vendors may submit an SOQ for one or more service categories but must meet the minimum qualifications for the category or categories they identify in their SOQ.<br><br>**3.3.1 Category 1 – Data Network Services**<br><br>Vendor must have a minimum of ten (10) years of cumulative experience within the last fifteen (15) years in providing Data Network Services as described in Appendix D (Service Category Descriptions), and Vendors must meet the specific Minimum Mandatory Requirements per Category as set forth in Paragraph 3.4.<br><br>**3.3.2 Category 2 – Secure Web Gateway (SWG) Services**<br><br>Vendor must have a minimum of five (5) years of cumulative experience within the last fifteen (15) years in providing SWG Services as described in Appendix D (Service Category Descriptions), and Vendors must meet the specific Minimum Mandatory Requirements per Category as set forth in Paragraph 3.4. |

| | |
|---|---|
| | **3.3.3 Category 3 – Unified Communications (UC) Cloud VoIP Services**<br><br>Vendor must have a minimum of ten (10) years of cumulative experience within the last fifteen (15) years in providing UC Cloud VoIP Services as described in Appendix D (Service Category Descriptions), and Vendors must meet the specific Minimum Mandatory Requirements per Category as set forth in Paragraph 3.4.<br><br>**3.3.4 Category 4 – Cloud Contact Center Services**<br><br>Vendor must have a minimum of ten (10) years of cumulative experience within the last fifteen (15) years in providing Cloud Contact Center Services as described in Appendix D (Service Category Descriptions), and Vendors must meet the specific Minimum Mandatory Requirements per Category as set forth in Paragraph 3.4.<br><br>**3.3.5 Category 5 – Legacy Services**<br><br>Vendor must have a minimum of five (5) years of cumulative experience within the last fifteen (15) years in providing Legacy Services as described in Appendix D (Service Category Descriptions), and Vendors must meet the specific Minimum Mandatory Requirements per Category as set forth in Paragraph 3.4.<br><br>**3.3.6 Category 6 – SMS Outbound Text Message Solution**<br><br>Refer to the specific Minimum Mandatory Requirements per Category as set forth in Paragraph 3.4.6. |

| | |
|---|---|
| | **3.4 Minimum Mandatory Requirements per Category**<br><br>Vendors must have experience in at least one (1) of the categories described in Appendix D (Service Category Descriptions). Vendors may submit an SOQ for one or more service categories but must meet the minimum qualifications for the category or categories they identify in their SOQ.<br><br>**3.4.1 Category 1 – Data Network Services**<br><br>To meet the minimum qualification for Category 1 — Data Network Services, the vendor must identify five (5) client contracts for Data Network Services as defined in Appendix D (Service Category Descriptions), each with more than 200 client sites in the United States (U.S.). Two (2) of these five (5) contracts must be with U.S. public entity clients and any (2) of these five (5) contracts must be for clients (either commercial or public entity) for more than 50 client sites in California.<br><br>**3.4.2 Category 2 – Secure Web Gateway (SWG) Services**<br><br>To meet the minimum qualification for Category 2 — Secure Web Gateway (SWG) Services, the vendor must identify five (5) client contracts for Secure Web Gateway Services as defined in Appendix D (Service Category Descriptions), each for more than 100 sites or more than 2,000 users, in the U.S. Two (2) of these five (5) client contracts must be with U.S. public entity clients. |

| | |
|---|---|
| | **3.4.3 Category 3 – Unified Communications (UC) Cloud VoIP Services**<br><br>To meet the minimum qualification for Category 3 — Unified Communications (UC) Cloud VoIP Services, the vendor must identify five (5) client contracts for UC Cloud VoIP Services as defined in Appendix D (Service Category Descriptions), each for more than 3,000 phones in the U.S. Two (2) of these five (5) contracts must be with U.S. public entity clients.<br><br>**3.4.4 Category 4 – Cloud Contact Center Services**<br><br>To meet the minimum qualification for Category 4 — Cloud Contact Center Services, the vendor must identify five (5) client contracts for Cloud Contact Center services as defined in Appendix D (Service Category Descriptions), that can support more than 200 call takers in the U.S. Two (2) of these five (5) contracts must be with U.S. public entity clients.<br><br>**3.4.5 Category 5 – Legacy Services**<br><br>To meet the minimum qualification for Category 5 — Legacy Services, the vendor must identify five (5) client contracts for Legacy Services as defined in Appendix D (Service Category Descriptions), each of which must have 1,000 or more Legacy Service lines, or 1,000 or more Legacy Service circuits, or a combination of Legacy Service lines and Legacy Service circuits that equates to 1,000 or more. All Legacy Service lines and Legacy Service circuits must be in the United States (U.S.). Two (2) of these five (5) contracts must be with U.S. public entity clients. |

| | |
|---|---|
| | **3.4.6 Category 6 – SMS Outbound Text Message Solution**<br><br>To meet the qualification for Category 6 – SMS Outbound Text Message Solution, the vendor must identify three (3) client contracts, within the past five (5) years, for SMS Outbound Text Message Solution as defined in Appendix D (Service Category Descriptions), that can support more than 10 million SMS outbound text messages per month in English and translated, at a minimum, in eleven (11) different languages with archival retention of at least two (2) years with 24/7 support in the U.S. One (1) of these three (3) contracts must be with a U.S. public entity client. The vendor must also provide written confirmation that their team consists exclusively of US-based resources. |

# 2.0 GENERAL INFORMATION

## 2.1 Scope of Work

The County of Los Angeles (County), Internal Services Department (ISD) is seeking qualified companies to enter into Master Agreements with the County to provide Telecommunications Services as described in Appendix D (Service Category Descriptions) of this document.

The purpose of the Telecommunications Master Agreements (MAs) is to enable ISD to continue providing telecommunications services throughout the County, which includes Data Network, Secure Web Gateway, Unified Communications (UC) Cloud Voice over Internet Protocol (VoIP), Cloud Contact Center solutions, and legacy services. Collectively, these service categories encompass the services currently provided while allowing for the inclusion and expansion of state-of-the-art telecommunications and Internet Protocol (IP) technologies.

The MAs are intended to provide the County with the flexibility to contract with multiple qualified service providers, thereby promoting service innovation and operational resiliency. Through the MAs, the County seeks to ensure the continued delivery of reliable, secure, and scalable telecommunications services that support County operations and evolving technology needs.

Specifically, the MAs will provide for the following telecommunications services and vendors may seek to qualify in one or more of the following categories:

### 2.1.1 Service Category Descriptions

Appendix D (Service Category Descriptions) provides additional detail for each service category under the Telecommunications Services Master Agreement.

**2.1.1.1** Category 1 – Data Network Services

This Service Category Description defines the scope of services that may be included in Statements of Work (SOWs) potentially awarded in the future for data network services (collectively, "Data Network Services"). Respondents to the RFSQ are expected to demonstrate capability and experience delivering these services.

**2.1.1.2** Category 2 — Secure Web Gateway (SWG) Services

This Service Category Description defines the scope of services that may be included in Statements of Work (SOWs) potentially awarded in the future for SWG services (collectively, "Secure Web Gateway (SWG) Services"). Respondents to the RFSQ are expected to demonstrate capability and experience delivering these services.

**2.1.1.3** Category 3 — UC Cloud VoIP Services

This Service Category Description defines the scope of services that may be included in Statements of Work (SOWs) potentially awarded in the future for UC Cloud VoIP Services (collectively, "UC Cloud VoIP Services"). Respondents to the RFSQ are expected to demonstrate capability and experience delivering these services.

**2.1.1.4** Category 4 — Cloud Contact Center Services

This Service Category Description defines the scope of services that may be included in Statements of Work (SOWs) potentially awarded in the future for cloud contact center services (collectively, "Cloud Contact Center Services"). Respondents to the RFSQ are expected to demonstrate capability and experience delivering these services.

**2.1.1.5** Category 5 — Legacy Services

This Service Category Description defines the scope of services that may be included in Statements of Work (SOWs) awarded in the future for services that include analog and digital services providing dial tone and business related switch features at various locations, and that must support connectivity to the public switched telephone network (PSTN) (collectively, "Legacy Services"). Respondents to the RFSQ are expected to demonstrate capability and experience delivering these Legacy Services.

**2.1.1.6** Category 6 —SMS Outbound Text Message Solution

This Service Category Description defines the scope of services that may be included in Statement of Works (SOWs) potentially awarded in the future for SMS Outbound Text Message Solution (collectively, “SMS Outbound Text Message Solution"). Respondents to the RFSQ are expected to demonstrate capability and experience delivering services.

### 2.1.2 Service Level Requirements (SLRs)

A key objective of service level requirements (SLRs) is to attain Service Level Agreements (SLAs) which may include fee reductions when the County’s business is adversely impacted due to a contractor’s failure to meet service requirements.

The County is providing these SLRs described in Appendix E (Service Management) of the RFSQ as a reference to provide prospective vendors with visibility into the County SLR expectations. Specific SLRs and corresponding SLAs will be established by the County during Work Order solicitation and award process.

## 2.2 Overview of Solicitation Document

This Request for Statement of Qualifications (RFSQ):

**2.2.1 MINIMUM MANDATORY REQUIREMENTS:** Specifies the Vendor's minimum qualifications, provides information regarding some of the requirements of the Master Agreement and the solicitation process.

**2.2.2 INSTRUCTIONS TO VENDORS:** Contains instructions to Vendors on how to prepare and submit their Statement of Qualifications (SOQ).

**2.2.3 STATEMENT OF QUALIFICATIONS (SOQ) REVIEW/SELECTION QUALIFICATION PROCESS:** Explains how the SOQ will be reviewed, selected and qualified.

**2.2.4 APPENDICES:** The following Appendices are included in the RFSQ:

- **A** **Master Agreement**: The Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.
- **B** **Required Forms**: Forms contained in this section must be completed and included in the SOQ.
- **C** **Solicitation Requirements Review (SRR) Request**: Transmittal sent to Department requesting a Solicitation Requirements Review.
- **D** **Service Category Descriptions**: The Service Category Description in this RFSQ describes the scope of services that may be included in Statements of Work (SOWs) potentially awarded in the future for various telecommunications services.
- **E** **Service Level Requirements**: A key objective of service level requirements (SLRs) is to attain Service Level Agreements (SLAs) to clearly define performance expectations, accountability, remedies and ensure service reliability and continuity within the County's critical telecommunications infrastructure.

## 2.3 Terms and Definitions

Throughout this RFSQ, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Appendix A (Master Agreement), Paragraph 2.0 (Definitions).

## 2.4 Master Agreement Process

The objective of this RFSQ process is to secure qualified Vendors to provide Telecommunications Services as described under Appendix D (Service Category Descriptions) of this RFSQ. Specific tasks, deliverables, etc., will be determined at the time ISD develops and releases Work Order Solicitations. .

**2.4.1** Master Agreements will be executed with all Vendors determined to be qualified and accept all terms and conditions of the Master Agreement.

**2.4.2** Upon ISD's execution of these Master Agreements, the qualified Vendors will become County Contractors and thereafter be solicited under competitive conditions to provide as needed Telecommunications Services under Work Orders to be awarded by ISD. Work Orders will include a Statement of Work which will describe in detail the particular project and the work required for the performance thereof. Payment for all work will be either on a time and materials basis or on a fixed price per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Order. The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business.

**2.4.3** The Master Agreement includes various categories of services, only those Contractors qualified for the specific category will be contacted to submit bids or proposals under Work Order Solicitations.

## 2.5 Master Agreement Term

The term of the Master Agreement will be ten (10) years with four (4) two-year option periods and two (2) six-month option periods. Option periods will be exercised at the Department's discretion.

ISD will be continuously accepting SOQs throughout the duration of the Master Agreement to qualify Vendors. The Master Agreement will become effective upon the date of its execution by the Director of the Internal Services Department or their designee and expire nineteen (19) years after the Board of Supervisors' approval date if all options are exercised, unless sooner extended or terminated.

## 2.6 Indemnification and Insurance

Vendor will be required to comply with the Indemnification provisions contained in Appendix A (Master Agreement), Paragraph 8.22. Vendor must procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A (Master Agreement), Paragraphs 8.23 and 8.24.

# 3.0 MINIMUM MANDATORY REQUIREMENTS

Interested and qualified Vendors that meet the Minimum Mandatory Requirements stated below are invited to submit an SOQ.

## 3.1 Unresolved Disallowed Costs

If Vendor's compliance with a County contract has been reviewed by the Department of the Auditor-Controller (A-C) within the last 10 years, Vendor must not have unresolved questioned costs identified by the A-C, in an amount over $100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of the A-C Report, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

## 3.2 List of References

At least one (1) of the Vendors references provided in Appendix B (Required Forms), Exhibit 7 (List of References) must be responsive and validate that the Vendor meets the Minimum Mandatory Requirements identified in Paragraph 3.3 and 3.4.

## 3.3 Years of Experience per Category

Vendors must have the minimum years of experience in at least one (1) of the categories described in Paragraph 3.3. Vendors may submit an SOQ for one or more service categories but must meet the minimum qualifications for the category or categories they identify in their SOQ.

### 3.3.1 Category 1 – Data Network Services

Vendor must have a minimum of ten (10) years of cumulative experience within the last fifteen (15) years in providing Data Network Services as described in Appendix D (Service Category Descriptions), and Vendors must meet the specific Minimum Mandatory Requirements per Category as set forth in Paragraph 3.4.

### 3.3.2 Category 2 – Secure Web Gateway (SWG) Services

Vendor must have a minimum of five (5) years of cumulative experience within the last fifteen (15) years in providing SWG Services as described in Appendix D (Service Category Descriptions), and Vendors must meet the specific Minimum Mandatory Requirements per Category as set forth in Paragraph 3.4.

### 3.3.3 Category 3 – Unified Communications (UC) Cloud VoIP Services

Vendor must have a minimum of ten (10) years of cumulative experience within the last fifteen (15) years in providing UC Cloud VoIP Services as described in Appendix D (Service Category Descriptions), and Vendors must meet the specific Minimum Mandatory Requirements per Category as set forth in Paragraph 3.4.

### 3.3.4 Category 4 – Cloud Contact Center Services

Vendor must have a minimum of ten (10) years of cumulative experience within the last fifteen (15) years in providing Cloud Contact Center Services as described in Appendix D (Service Category Descriptions), and Vendors must meet the specific Minimum Mandatory Requirements per Category as set forth in Paragraph 3.4.

### 3.3.5 Category 5 – Legacy Services

Vendor must have a minimum of five (5) years of cumulative experience within the last fifteen (15) years in providing Legacy Services as described in Appendix D (Service Category Descriptions), and Vendors must meet the specific Minimum Mandatory Requirements per Category as set forth in Paragraph 3.4.

### 3.3.6 Category 6 – SMS Outbound Text Message Solution

Refer to the specific Minimum Mandatory Requirements per Category as set forth in Paragraph 3.4.6.

## 3.4 Minimum Mandatory Requirements per Category

Vendors must have experience in at least one (1) of the categories described in Appendix D (Service Category Descriptions). Vendors may submit an SOQ for one or more service categories but must meet the minimum qualifications for the category or categories they identify in their SOQ.

### 3.4.1 Category 1 – Data Network Services

To meet the minimum qualification for Category 1 — Data Network Services, the vendor must identify five (5) client contracts for Data Network Services as defined in Appendix D (Service Category Descriptions), each with more than 200 client sites in the United States (U.S.). Two (2) of these five (5) contracts must be with U.S. public entity clients and any (2) of these five (5) contracts must be for clients (either commercial or public entity) for more than 50 client sites in California.

### 3.4.2 Category 2 – Secure Web Gateway (SWG) Services

To meet the minimum qualification for Category 2 — Secure Web Gateway (SWG) Services, the vendor must identify five (5) client contracts for Secure Web Gateway Services as defined in Appendix D (Service Category Descriptions), each for more than 100 sites or more than 2,000 users, in the U.S. Two (2) of these five (5) client contracts must be with U.S. public entity clients.

### 3.4.3 Category 3 – Unified Communications (UC) Cloud VoIP Services

To meet the minimum qualification for Category 3 — Unified Communications (UC) Cloud VoIP Services, the vendor must identify five (5) client contracts for UC Cloud VoIP Services as defined in Appendix D (Service Category Descriptions), each for more than 3,000 phones in the U.S. Two (2) of these five (5) contracts must be with U.S. public entity clients.

### 3.4.4 Category 4 – Cloud Contact Center Services

To meet the minimum qualification for Category 4 — Cloud Contact Center Services, the vendor must identify five (5) client contracts for Cloud Contact Center services as defined in Appendix D (Service Category Descriptions), that can support more than 200 call takers in the U.S. Two (2) of these five (5) contracts must be with U.S. public entity clients.

### 3.4.5 Category 5 – Legacy Services

To meet the minimum qualification for Category 5 — Legacy Services, the vendor must identify five (5) client contracts for Legacy Services as defined in Appendix D (Service Category Descriptions), each of which must have 1,000 or more Legacy Service lines, or 1,000 or more Legacy Service circuits, or a combination of Legacy Service lines and Legacy Service circuits that equates to 1,000 or more. All Legacy Service lines and Legacy Service circuits must be in the United States (U.S.). Two (2) of these five (5) contracts must be with U.S. public entity clients.

### 3.4.6 Category 6 – SMS Outbound Text Message Solution

To meet the qualification for Category 6 – SMS Outbound Text Message Solution, the vendor must identify three (3) client contracts, within the past five (5) years, for SMS Outbound Text Message Solution as defined in Appendix D (Service Category Descriptions), that can support more than 10 million SMS outbound text messages per month in English and translated, at a minimum, in eleven (11) different languages with archival retention of at least two (2) years with 24/7 support in the U.S. One (1) of these three (3) contracts must be with a U.S. public entity client. The vendor must also provide written confirmation that their team consists exclusively of US-based resources.

## 3.5 New Firm Eligibility

Vendors may submit SOQs in the event that they have not been in business for the minimum number of years required in the paragraph above. Vendors may qualify if the Vendor’s principals, partners, or officers personally meet the minimum qualifications from previous organizations. Vendors must explicitly state that they are seeking to qualify under this provision.

**OR**

## 3.6 Minimum Mandatory Requirements for Incumbent Contractors

Contractors with an active Telecommunications Master Agreement are afforded the opportunity to re-qualify in the same Telecommunications MA Service Category(ies) under which they are currently qualified, and may obtain a new Telecommunications MA provided meet the following Minimum Mandatory Requirements:

- Complete, sign and submit new RFSQ Forms provided in Appendix B.1 (Required Forms for Incumbent Contractors) of the new RFSQ by the SOQ’s Due date specified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements) and be in compliance with Paragraph 3.1 (Unresolved Disallowed Costs).

**NOTE – Vendors may <u>not</u> use subcontractor’s experience to meet the Minimum Mandatory Requirements listed above.**

# 4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

## 4.1 Representations Made Prior to Master Agreement Execution

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

## 4.2 County's Right to Amend Request for Statement of Qualifications

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

## 4.3 County's Option to Reject SOQs

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

## 4.4 Background and Security Investigations

Background and security investigations of Vendor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting agreement. The cost of background checks is the responsibility of the Vendor.

# 5.0 NOTIFICATION TO VENDORS

## 5.1 Public Records Act

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

**5.1.2** The County will not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the SOQ as confidential will not be deemed sufficient notice of exception. The Vendor must specifically label only those provisions of their respective SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

## 5.2 Contact with County Personnel

Any contact regarding this RFSQ or any matter relating thereto must be in writing and e-mailed to:

Internal Services Department
Contracts Section, Telecom Contracts
Attention: Neary Ros, Contract Analyst
Email: telecomm.contracts@isd.lacounty.gov

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

## 5.3 Mandatory Requirement to Register on County's WebVen

Prior to executing a Master Agreement, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at http://camisvr.co.la.ca.us/webven/.

## 5.4 Protest Process

**5.4.1** Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Vendor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in

Paragraph 5.4.3 (Grounds for Review) below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described in the Paragraphs below.

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

**5.4.3 Grounds for Review**

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action should be limited to the following:

**5.4.3.1** Solicitation Requirements Review (Referenced in Paragraph 9.1)

**5.4.3.2** Disqualification Review (Referenced in Paragraph 9.2)

## 5.5 Conflict of Interest

No County employee whose position in the County enables them to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, will be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor must certify that they are aware of and have read Section 2.180.010 of the Los Angeles County Code as stated in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms).

## 5.6 Determination of Vendor Responsibility

**5.6.1** A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Vendors.

**5.6.2** Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any Master Agreements, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge will not be the basis of a determination that the Vendor is not responsible.

**5.6.3** The County may declare a Vendor to be non-responsible for purposes of this Master Agreement if the Board, in its discretion, finds that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

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

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

**5.6.6** These terms will also apply to proposed Subcontractors of Vendors on County Master Agreements.

## 5.7 Vendor Debarment

**5.7.1** Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Vendor's existing contracts with County, if the Board finds, in its discretion, that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

**5.7.2** These terms will also apply to proposed subcontractors of Vendors on County contracts.

**5.7.3** A listing of contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/.

## 5.8 Improper Considerations

### 5.8.1 Attempt to Secure Favorable Treatment

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

### 5.8.2 Notification to County

A Vendor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or https://fraud.lacounty.gov/. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

### 5.8.3 Form of Improper Consideration

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

## 5.9 County Lobbyist Ordinance

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

## 5.10 Consideration of GAIN/START Participants for Employment

**5.10.1** As a threshold requirement for consideration of a Master Agreement, Vendors must demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or Skills and Training to Achieve Readiness for Tomorrow (START) Programs or must attest to a willingness to consider GAIN/START participants for any future employment openings if they meet the minimum qualifications for that opening. Vendors must attest to a willingness to provide employed GAIN/START participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**5.10.2** Vendors who are unable to meet this requirement will not be considered for a Master Agreement. Vendors must submit a completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), along with their SOQ.

## 5.11 Jury Service Program

**5.11.1** The prospective Master Agreement is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully review Paragraph 8.7 (Compliance with the County's Jury Service Program) of Appendix A (Master Agreement), which is incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors.

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

**5.11.2** Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms). If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

## 5.12 Pending Acquisitions/Mergers by Proposing Company

The Vendor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Vendor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information must be provided by the Vendor in Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms). Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration. Vendor should have a continuing obligation to notify the County and update any changes to its response in Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms) during the solicitation.

## 5.13 Defaulted Property Tax Reduction Program

**5.13.1** The prospective Master Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") Los Angeles County Code, Chapter 2.206. Prospective Contractors should reference the pertinent provisions of Appendix A (Master Agreement), Paragraphs 8.49 and 8.50, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

**5.13.2** Vendors will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

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

## 5.14 County's Commitment to Zero Tolerance Policy on Human Trafficking

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

**5.14.2** Vendors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 8.52 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Master Agreement). Further, contractors are required to comply with the requirements under said provision for the term of any Master Agreement awarded pursuant to this solicitation.

## 5.15 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

**5.15.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

**5.15.2** Upon contract award or at the request of the A-C and/or the contracting department, the Contractor must submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

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

## 5.16 Vendor's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

**5.16.1** On May 29, 2018, the County approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Additionally, on February 27, 2024, the County adopted Los Angeles County Code Chapter 8.300 (Fair Chance Ordinance for Employers) to facilitate meaningful implementation of Fair Chance policies in the County and remove barriers to employment to ensure individuals with criminal records have fair and equitable access to opportunities for gainful employment.

**5.16.2** Contractors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with Section 12952 and Chapter 8.300 of the Los Angeles County Code (Fair Chance Ordinance for Employers), as indicated in the Master Agreement.

**5.16.3** Further, contractors are required to comply with the requirements under Section 12952 and Los Angeles County Code Chapter 8.300 for the term of any contract awarded pursuant to this solicitation.

## 5.17 Prohibition from Participation in Future Solicitation(s)

A Vendor, or a Contractor or its subsidiary or Subcontractor ("Vendor/Contractor"), is prohibited from submitting an SOQ in a County solicitation if the Vendor/Contractor has provided advice or consultation for the solicitation. A Vendor/Contractor is also prohibited from submitting an SOQ in a County solicitation if the Vendor/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Vendor from participation in the County solicitation or the termination or cancellation of any resultant County Master Agreement. (Los Angeles County Code, Chapter 2.202).

## 5.18 Community Business Enterprise (CBE) Participation

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises certified as disadvantaged business enterprises disabled veteran-owned, minority-owned, women-owned, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business types. The County has established a collective 25% participation goal for CBE certified firms, calculated on the eligible procurement dollars. The program maintains data on the types of businesses registered as CBEs and their utilization. The Vendor's CBE participation must be reflected in Exhibit 5 (Community Business Enterprise (CBE) Information) form in Appendix B (Required Forms).

All Vendors must document efforts it has taken to assure that CBEs are utilized, when possible, to provide supplies, equipment, technical services, and other services under this Master Agreement. The Vendor must make documents related to these efforts available to the County upon request.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Vendor's ability to provide the best service and value to the County.

To obtain a list of the County's CBE certified firms, e-mail the request to the County of Los Angeles Department of Economic Opportunity at CBESBE@opportunity.lacounty.gov with the subject **"Request for CBE Listing."**

For additional information contact the Office of Small Business at: (844) 432-4900 or at OSB@opportunity.lacounty.gov.

### 5.19 Contribution and Agent Declaration

Government Code Section 84308 requires a party to a contract proceeding to disclose any contribution of more than $500 made to a County officer within the preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Vendors are advised that they and all of their Subcontractors must complete and return as part of the SOQ, the Contribution and Agent Declaration included in Exhibit 9 (Contribution and Agent Declaration Form) of Appendix B (Required Forms). Vendors are further advised that they and their Subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the SOQ is submitted, and as requested at any time by the County prior to Master Agreement award. Failure by the Vendor or any Subcontractor(s) to complete and submit the required Contribution and Agent Declaration Form in Exhibit 9, and failure by the Vendor or any Subcontractor(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the SOQ from further consideration and/or the Vendor may be disqualified from a Master Agreement award, as determined in the County's sole discretion. Further, all Vendors and their Subcontractors are prohibited under Government Code Section 84308 from making a contribution of more than $500 to a County officer for twelve (12) months after the date a final decision is made in the Master Agreement proceeding involving this solicitation.

# 6.0 COUNTY'S PREFERENCE PROGRAMS

## 6.1 Overview of County's Preference Programs

**6.1.1** The County has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

**6.1.2** The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in paragraph 6.2, 6.3, and 6.4 of this solicitation. Additional information on the County's preference programs is also available on the Department of Economic Opportunity (DEO) website at:https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.

**6.1.3** In no case will the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other County preference program to exceed fifteen percent (15%) in response to any County solicitation.

**6.1.4** Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

## 6.2 Local Small Business Enterprise (LSBE) Preference Program

**6.2.1** In reviewing Work Order Bids, the County will give LSBE preference to businesses that meet the definition of an LSBE for solicitations not subject to the federal restriction on geographical preferences, consistent with Chapter 2.204 of the Los Angeles County Code.

**6.2.2** To apply for certification as an LSBE, businesses should contact DEO at https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.

**6.2.3** Certified LSBEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit a letter of certification from the County with their bid.

### 6.3 Social Enterprise (SE) Preference Program

**6.3.1** In reviewing Work Order Bids, the County will give preference during the solicitation process to businesses that meet the definition of a SE for solicitations not subject to the federal restriction on geographical preferences, consistent with Chapter 2.205 of the Los Angeles County Code.

**6.3.2** To apply for certification as an SE, businesses should contact DEO at https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.

**6.3.3** Certified SEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit their SE certification letter ("Certification for Non-Federally Funded Solicitations") from the County with their bid.

### 6.4 Disabled Veteran Business Enterprise (DVBE) Preference Program

**6.4.1** In reviewing Work Order Bids, the County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code.

**6.4.2** The business must be certified by the County, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DEO at https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications.

**6.4.3** Certified DVBEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit their DVBE certification approval letter from the County with their bid.

### 6.5 Preference Program Enterprises (PPEs) - Prompt Payment Program

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

# 7.0 STATEMENT OF QUALIFICATION (SOQ) REQUIREMENTS

This Section contains key project activities as well as instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).

## 7.1 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ will be sufficient cause for rejection of the SOQ. The evaluation and determination in this area will be at the Director's sole judgment and their judgment will be final.

## 7.2 Vendors' Questions

**7.2.1** Vendors may submit written questions regarding this RFSQ by e-mail to ISD Telecomm Contracts (or Neary Ros) at telecomm.contracts@isd.lacounty.gov. All questions must be received by the date and time specified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements). All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ.

**7.2.2** When submitting questions, please specify the RFSQ paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFSQ. County reserves the right to group similar questions when providing answers.

## 7.3 Optional Vendor's Conference

**7.3.1** A Optional Virtual Vendor's Conference will be held to discuss the RFSQ. County staff will respond to questions from potential Vendors. The conference is scheduled as follows:

March 5, 2026
10:00 a.m. (Pacific Time)
**Microsoft Teams meeting**

**Join:** https://teams.microsoft.com/meet/24573623572444?p=HTuDArQypuXMb3GgM1

Meeting ID: 245 736 235 724 44

Passcode: M3sJ6ps2

---

Need help? | System reference

**Dial in by phone**

+1 323-776-6996,,177102435# United States, Los Angeles

Find a local number

Phone conference ID: 177 102 435#

## 7.4 Preparation and Format of the SOQ

One SOQ must be submitted in a searchable PDF via electronic mail (e-mail) to: telecomm.contracts@isd.lacounty.gov by the date and time listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements).

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

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

- Table of Contents
- Vendor's Qualifications (Section A)
- Required Forms (Section B) OR Required Forms for Incumbent Contractors (Section B.1)
- Proof of Insurability (Section C)

NOTE – Submission of Vendor's Qualifications (Section A and C) are not required for Incumbent Contractors requesting re-qualify.

The County will review and confirm that the incumbent contractor maintains all required insurance (Section C) and insurance certificates. Qualification for award of the MA is contingent upon the County's verification that the incumbent contractor's required insurance identified in Section C is valid, current, and in compliance with all solicitation requirements.

### 7.4.1 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

### 7.4.2 Vendor's Qualifications (Section A)

Demonstrate that the Vendor's organization has the experience to perform the required services. The following sections must be included:

#### 7.4.2.1 Vendor's Background and Experience (Section A.1)

The Vendor must complete, sign and date the Exhibit 1 (Organization Questionnaire/Affidavit) as set forth in Appendix B (Required Forms). The person signing the form must be authorized to sign on behalf of the Vendor and to bind the vendor in a Master Agreement.

Provide a summary of relevant background information to demonstrate that the Vendor meets the minimum mandatory requirements stated in Paragraph 3.0 of this RFSQ and has the capability to perform the required services as a corporation or other entity.

Vendors also must describe, in no more than three pages for each category for which they intend to qualify, their approach to providing the services

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

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

**Required Support Documents:**

**Corporations or Limited Liability Company (LLC):**

The Vendor must submit the following documentation with the SOQ:

**1)** A copy of a “Certificate of Good Standing” with the state of incorporation/organization.

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

**Limited Partnership:**

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

#### 7.4.2.2 Vendor’s List of References (Section A.2)

Vendor must provide five (5) references where the same or similar scope of services was provided to validate that the Vendor meets the minimum qualifications stated in Paragraph 3.3 and 3.4 (Minimum Mandatory Requirements).

Vendor may also provide three (3) alternate references in the event that a reference is non-responsive. No more than eight (8) references can be provided.

It is the Vendor’s sole responsibility to ensure that information provided for each reference is accurate.

County may disqualify a Vendor if:

**1)** References fail to substantiate Vendor’s description of the services provided; or

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

**3)** The Department is unable to reach the point of contact with reasonable effort. It is the Vendor’s responsibility to inform the point of contact of normal working hours.

Vendors submitting as joint ventures must provide references that validate experience of all parties, including joint venture projects that have been completed. References for joint venture projects must be listed before references validating individual experience and projects.

Vendor must identify which services it performed for List of References as defined in each service category within Exhibits 7A, 7B, 7C, 7D, 7E, and/or 7F, and complete and submit one Exhibit 7 for each service category in which they are attempting to qualify for.

a. **Category 1 – Data Network Services**

For each of the five (5) vendor-identified Data Network Services contracts, the vendor must provide reference contacts in Exhibit 7A (Data Network Services – List of References) as described in Paragraph 3.4.1.

b. **Category 2 – Secure Web Gateway (SWG) Services)**

For each of the five (5) vendor-identified Secure Web Gateway Services client contracts, the vendor must provide reference contacts in Exhibit 7B (Secure Web Gateway (SWG) Services – List of References) as described in Paragraph 3.4.2.

c. **Category 3 – Unified Communications (UC) Cloud VoIP Services**

For each of the five (5) vendor-identified UC Cloud VoIP Services contracts, the vendor must provide reference contacts in Exhibit 7C (UC Cloud VoIP Services – List of References) as described in Paragraph 3.4.3.

d. **Category 4 – Cloud Contact Center Services**

For each of the five (5) vendor-identified Cloud Contact Center contracts, the vendor must provide reference contacts in Exhibit 7D (Cloud Contact Center Services – List of References) as described in Paragraph 3.4.4.

e. **Category 5 – Legacy Services**

For each of the five (5) vendor-identified Legacy Services contracts, the vendor must provide reference contacts in Exhibit 7E (Legacy Services – List of References) as described in Paragraph 3.4.5.

f. **Category 6 – SMS Outbound Text Message Solution**

For each of the three (3) vendor-identified SMS Outbound Text Message Solution contracts, the vendor must provide reference contacts in Exhibit 7F (SMS Outbound Text Message Solution – List of References) as described in Paragraph 3.4.6.

#### 7.4.2.3 Vendor's Debarment History and List of Terminated Contracts (Section A.3)

The County will conduct a review of Vendor's terminated contracts and debarment history. Vendor must include contracts terminated within the past three (3) years with a reason for termination in Appendix B (Required Forms), Exhibit 4 (Debarment History and List of Terminated Contracts). Vendor's completed form Exhibit 4 (Debarment History and List of Terminated Contracts) must be provided as part of their SOQ.

#### 7.4.2.4 Vendor's Pending Litigation and Judgments (Section A.4)

The County will conduct a review of Vendor's pending litigation and judgements. Vendor must identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the past five (5) years. Additionally, Vendor must provide a statement describing the size and scope of any pending or threatening litigation against the Vendor or principals of the Vendor.

### 7.4.3 Required Forms (Section B)

Include all forms identified in Appendix B (Required Forms).

| | |
|---|---|
| Exhibit 1 | Organization Questionnaire/Affidavit |
| Exhibit 2 | Certification of Compliance |
| Exhibit 3 | Request for Preference Consideration |
| Exhibit 4 | Debarment History and List of Terminated Contracts |
| Exhibit 5 | Community Business Enterprise (CBE) Information |
| Exhibit 6 | Minimum Mandatory Requirements |
| Exhibit 7 | List of References |
| Exhibit 8 | Contribution and Agent Declaration |
| Exhibit 9 | Declaration |

### 7.4.4 Required Forms for Incumbent Contractors (Section B.1)

Include all forms identified in Appendix B-1 (Required Forms). The person signing the forms must be authorized to sign on behalf of the Incumbent Contractor and to bind the Incumbent Contractor in a Master Agreement.

| | |
|---|---|
| Form 1: | Organization Questionnaire/Affidavit |
| Form 3: | Request For Preference Consideration (If Applicable) |
| Form 5: | Community Business Enterprise (CBE) Information (Excel Worksheet) |
| Form 8: | Contribution And Agent Declaration Form |
| Form 9: | Declaration |

### 7.4.5 Proof of Insurability (Section C)

Vendor must provide proof of insurability that meets all insurance requirements set forth in the Appendix A (Master Agreement), Paragraphs 8.23 and 8.24. If a Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Vendor be selected to receive a Master Agreement award may be submitted with the SOQ.

## 7.5 SOQ Submission

SOQs must be submitted as follows:

**7.5.1** One SOQ and one redacted copy must be submitted in a searchable PDF format by the date and time listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements), via electronic mail (e-mail) as follows:

**To:** ISD Telecomm Contracts (Attention: Neary Ros)
Telecomm.contracts@isd.lacounty.gov

**Subject:** SOQ for Telecommunications Services RFSQ ITS-I10611-S

SOQs not received by the initial due date listed in Paragraph 1.0 may not be reviewed prior to the Board of Supervisor's approval of the Master Agreement; however, the SOQs will be reviewed after Board of Supervisor's approval.

**7.5.2** The SOQ must be saved as "Vendor_SOQ for Telecommunications Services, RFSQ ITS-I10611-S". Replace "Vendor" with Vendor's name.

**7.5.3** The redacted SOQ copy must be in searchable Adobe Portable Document Format (PDF) format, with all confidential, proprietary and trade secret information redacted as required in this section. Vendors must specifically redact only those parts of the SOQs that are actually trade secrets, confidential, or proprietary in nature. Blanket or categorical redactions and/or statements of confidentiality, or the marking of each page of the proposal as "Trade Secret," "Confidential," or "Proprietary," are not acceptable.

**7.5.4** No hard copies delivered in person or facsimile (faxed) responses will be accepted. Please note, each email attachment file size is limited to 65 MB per email. Multiple emails of various file types (e.g., .zip, PDF, Excel) will be accepted. All SOQ documentation must be attached, **not linked.**

**7.5.5** It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline. Submitting vendors must bear all risks associated with delays in delivery.

All SOQs will be firm offers and may not be withdrawn for a period of one hundred eighty (180) days following the last day to submit SOQs.

Throughout the term of the MA, errors in SOQs may be corrected by a request in writing to withdraw the SOQ and by submission of another set of SOQs with the mistakes corrected.

## 7.6 Acceptance of Terms and Conditions of Master Agreement

Vendors understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix A (Master Agreement).

The new Telecom MA is substantially similar to the current Telecom MA. It is the sole responsibility of the Incumbent Contractor to read Appendix A (Master Agreement) in its entirety, to confirm their understanding and acceptance of all terms, conditions, rights, liabilities, and obligations.

## 7.7 SOQ Withdrawals

The Vendor may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request for to ISD Telecomm Contracts at Telecomm.contracts@isd.lacounty.gov.

# 8.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

## 8.1 Review Process

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

### 8.1.1 Adherence to Minimum Mandatory Requirements

County will review Exhibit 1 (Organization Questionnaire/Affidavit of Appendix B (Required Forms), Exhibit 6 (Minimum Mandatory Requirements) and Exhibit 7 (List of References), to determine if the Vendor meets the minimum mandatory requirements as outlined in Paragraph 3.0 of this RFSQ.

#### 8.1.1.1 Adherence to Minimum Mandatory Requirements for Incumbent Contractors

For Incumbent Contractors, as part of the SOQ Review/Selection/Qualification Process, the County will review Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B.1 (Required Forms), and the incumbent contractor's required insurance identified in Section C. The County will verify that such insurance is valid, current, and in compliance with all solicitation requirements in order to determine whether the incumbent contractor has met the minimum mandatory requirements as outlined in Paragraph 3.1 and 3.6 of this RFSQ.

Failure of the Vendor to comply with the minimum mandatory requirements may eliminate its SOQ from any further consideration. The Department may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present.

### 8.1.2 Vendor's Qualifications (Section A)

County's review will include the following:

**8.1.2.1** Vendor's Background and Experience as provided in Section A.1 of the SOQ.

**8.1.2.2** Vendor's References as provided in Section A.2. The review will include verification of references submitted, a review of the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts.

**8.1.2.3** A review to determine the magnitude of any pending litigation or judgments against the Vendor as provided in Section A.3.

Note – this Section is not applicable for Incumbent Contractors.

### 8.1.3 Required Forms

All forms listed in Paragraph 7.4.3 (Required Forms) must be included in Section B of the SOQ.

For Incumbent Contractors, all forms listed in Paragraph 7.4.4 (Required Forms for Incumbent Contractors) must be included in Section B.1 of the SOQ.

### 8.1.4 Proof of Insurability

Review the proof of insurability provided in Section C of the SOQ.

For Incumbent Contractors, the County will verify that such insurance and licenses are valid, current, and in compliance with all solicitation requirements in order to determine whether the incumbent contractor has met the minimum mandatory requirements as outlined in this RFSQ.

## 8.2 Selection/Qualification Process

The Department will generally select Vendors that have experience in providing a broad range of telecommunications services. However, in order to ensure the Department has a varied pool of qualified Contractors, the Department may offer Master Agreements to Vendors that offer a narrow scope of services in more highly specialized areas.

## 8.3 Master Agreement Award

Vendors who are notified by the Department that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a Master Agreement if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Master Agreement, unsatisfactory review of the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, debarment status, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to the Department's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement.

The Department will execute Board of Supervisors-authorized Master Agreements with each selected Vendor. All Vendors will be informed of the final selections.

# 9.0 PROTEST PROCESS OVERVIEW

## 9.1 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C (Solicitation Requirements Review (SRR) Request) to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

**9.1.1** The request for a SRR is submitted by the date identified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements);

**9.1.2** The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a SOQ;

**9.1.3** The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

**9.1.4** The request asserts that either:

**9.1.4.1** application of the Minimum Mandatory Requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,

**9.1.4.2** due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

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

## 9.2 Disqualification Review

An SOQ may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If a Department determines that an SOQ is disqualified due to non-responsiveness, the Department will notify the Vendor in writing.

Upon receipt of the written determination of non-responsiveness, the Vendor may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

**9.2.1** The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and

**9.2.2** The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review must be completed and the determination will be provided to the requesting Vendor, in writing, prior to the conclusion of the evaluation process.

**APPENDIX A**

# MASTER AGREEMENT

# BY AND BETWEEN

# COUNTY OF LOS ANGELES

# AND

# (CONTRACTOR)

# FOR

# TELECOMMUNICATIONS SERVICES

## TABLE OF CONTENTS

**MODEL MASTER AGREEMENT PROVISIONS**
**TABLE OF CONTENTS**

**PARAGRAPH** **TITLE** **PAGE**

**MODEL MASTER AGREEMENT PROVISIONS**
**TABLE OF CONTENTS**

**PARAGRAPH** **TITLE** **PAGE**

**MODEL MASTER AGREEMENT PROVISIONS**
**TABLE OF CONTENTS**

**PARAGRAPH** **TITLE** **PAGE**

**MODEL MASTER AGREEMENT PROVISIONS**
**TABLE OF CONTENTS**

| PARAGRAPH | TITLE | PAGE |
|---|---|---|

# MASTER AGREEMENT BETWEEN
# COUNTY OF LOS ANGELES
# AND
# (CONTRACTOR)
# FOR
# TELECOMMUNICATIONS SERVICES

This Master Agreement is made and entered into on Enter Date ("Execution Date"), by and between the County of Los Angeles, hereinafter referred to as "County," and Contractor Name, hereinafter referred to as "Contractor." Contractor Name is located at Contractor Address.

## RECITALS

WHEREAS, the County may contract with private businesses for telecommunications services when certain requirements are met; and

WHEREAS, pursuant to Los Angeles County Code, Title 2 (Administration), Chapter 2.81 (Internal Services Department), the Internal Services Department (ISD) is authorized and responsible for providing communications and related internal services to County departments, including the administration and management of telecommunications systems, services, and contracts on behalf of the County; and

WHEREAS, the Contractor is a private firm specializing in providing Telecommunications Services; and

WHEREAS, this Master Agreement is therefore authorized under California Code, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services and Los Angeles County Code, Title 2, Chapter 2.81 which authorized ISD to provide telecommunication services on behalf of the County; and

WHEREAS, the Board of Supervisors has authorized the Director of the Internal Services Department or their designee to execute and administer this Master Agreement; and

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

## 1.0 APPLICABLE DOCUMENTS

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

**Standard Exhibits:**

Exhibit A  County's Administration

Exhibit B  Contractor's Administration

Exhibit C  Sample Work Order Formats

C1 – Time and Materials Work Order

C2 – Fixed price per deliverable basis Work Order

Exhibit D  Forms Required For Each Work Order Before Work Begins

D1 – Certification of employee status

D2 – Certification of no conflict of interest

D3-IT – Contractor acknowledgement, confidentiality, and copyright assignment agreement

**Unique Exhibits:**

Exhibit E  Forms Required at Completion of Each Work Order Involving Intellectual Property that is Developed-Designed by Contractor

Exhibit F  Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

Exhibit G  Information Security and Privacy Requirements

**Work Orders Executed Under this Master Agreement**

Exhibit H  Subsequent Executed Work Orders

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

# 2.0 DEFINITIONS

## 2.1 Standard Definitions

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

2.1.1 **Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this Master Agreement.

2.1.2 **Assets:** As defined in Paragraph 9.13 (Warranty).

2.1.3 **Business Days:** Monday through Friday, exclusive of holidays observed by County.

2.1.4 **Confidential Information:** As defined in Paragraph 7.6 (Confidentiality).

2.1.5 **Contractor's Project Manager:** The individual designated by the Contractor pursuant to Paragraph 7.1 (Contractor's Project Manager) to administer the Master Agreement operations after the Master Agreement award.

2.1.6 **County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.

2.1.7 **County's Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.

2.1.8 **County's Project Director**: Person designated by Director with authority to approve all Work Order solicitations and executions.

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

2.1.10 **County's Work Order Directors:** Responsible for coordinating and monitoring the Work Order.

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

2.1.12 **Department:** The County of Los Angeles, Internal Services Department, which is entering into this Master Agreement on behalf of the County of Los Angeles.

2.1.13 **Director:** Director of Department.

2.1.14 **Effective Date:** The date contained in the introductory paragraph of the Master Agreement, which sets forth the date which this Master Agreement takes effect.

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

2.1.16 **Guiding Principles:** As defined in Paragraph 9.14 (Guiding Principles).

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

2.1.18 **Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum mandatory requirements qualifications listed in the RFSQ, and has an executed Master Agreement with the Department.

2.1.19 **Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.

2.1.20 **Services or Service Category(ies):** Telecommunications Services as described in Appendix D (Category Descriptions)

2.1.21 **Service Credits:** Credits or any other form of discount or reductions to be applied to the applicable fees that may be assessed by County pursuant to Paragraph 3.1, and as set forth in the applicable Work Orders.

2.1.22 **Service Level Requirements or SLRs:** When rendering the Services, Contractor shall meet the requirements that are specified in the applicable Work Orders, or a Service Credit will be assessed.

2.1.23 **Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.

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

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

**2.1.26** **Work Order Solicitation:** Competitive solicitation, containing the Statement of Work, evaluation and selection criteria, and any other relevant information necessary for Qualified Contractors to bid or provide proposals on a Work Order. The Work Order Solicitation will be sent to the Qualified Contractors in the respective Service Categories. The Work Order Solicitation may result in the award of a Work Order for the services identified in the Work Order Solicitation.

## 3.0 WORK

**3.1** Pursuant to the provisions of this Master Agreement, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein, and meet or exceed the applicable Service Level Requirements (SLRs) for the Services. Where Contractor fails to meet the SLRs, County may assess Service Credits.

**3.2** Work Orders will generally conform to either Exhibit C1 or C2, depending on whether the particular Work Order is to be performed on a time and materials basis (see Exhibit C1) or on a fixed price per deliverable basis (see Exhibit C2) as determined by County. Each Work Order will include an attached Statement of Work, which will describe in detail the particular project and the work required for the performance thereof. Payment for all work will be either on a time and materials basis or on a fixed priced per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Order.

**3.3** If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Paragraph 8.1 (Amendments), these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against County.

**3.4** County procedures for issuing and executing Work Orders are as set forth in this Paragraph. Upon determination by County to issue a Work Order solicitation, County will issue a Work Order solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted must submit a bid to the County address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order.

**3.5** Upon completion of evaluations, County will execute the Work Order by and through the Department staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Work Order solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors. Work Orders are usually issued for periods not extending past the end of County's current fiscal year (June 30$^{th}$) with the exception of Work Orders for as needed services on a time and material basis, which may be issued to correspond with the term of the Master Agreement. However, at such time the Work Order is only extended through the end of the fiscal year, County may either rebid the Work Order tasks or extend the Work Order if technical or cost circumstances require it.

**3.6** County estimates that selection of any Contractor will occur upon completion of the evaluations of the particular Work Order bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of County's Project Director.

**3.7** In the event Contractor defaults three times under Paragraph 3.6 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Paragraph 8.41 (Termination for Default).

## 4.0 TERM OF MASTER AGREEMENT

**4.1** The term of this Master Agreement will be ten (10) years commencing after execution by Director or their designee as authorized by the Board of Supervisors (Board). This Master Agreement will expire on (enter date) unless sooner extended or terminated, in whole or in part, as provided herein.

**4.2** The County will have the sole option to extend the Master Agreement term for up to four (4) additional two-year periods and two (2) six-month extensions, for a maximum total Master Agreement term of nineteen (19) years. Each such option and extension will be exercised at the sole discretion of the Director or their designee as authorized by the Board.

The County maintains a database that tracks/monitors contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.

**4.3** Contractor must notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided in Exhibit A (County's Administration).

# 5.0 CONTRACT SUM

## 5.1 Total Contract Sum

Contractor will not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department by the Board in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

## 5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with the County's express prior written approval.

## 5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement

Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it will immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement will not constitute a waiver of County's right to recover such payment from Contractor.

## 5.4 Invoices and Payments

**5.4.1** For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor must separately invoice County for each Work Order either: (1) monthly, if performed on a Time and Materials basis (see Exhibit C1) or (2) by deliverable, if performed on a fixed price per deliverable basis (see Exhibit C2).

**5.4.2** Payment for all work will be on either a Time and Materials basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Paragraph 8.25 (Liquidated Damages).

**5.4.3** County will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

**5.4.4** All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Work Order Director, who will be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

**5.4.5** Invoices under this Master Agreement must be submitted to the address(es) set forth in the applicable Work Order.

**5.4.6 Invoice Content**

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

**Time and Materials Work Order:**

Each invoice submitted by Contractor must specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Order; and
- Total amount of the invoice.
- Reflect any Liquidated Damages or Service Credits assessed by the County.

**Fixed Price Per Deliverable**

Each invoice submitted by Contractor must specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

- Reflect any Liquidated Damages or Service Credits assessed by the County.

**5.4.7 Unresolved Disallowed Costs**

Contractor must not invoice the County for disallowed costs under the Contract. Correspondingly, the Contractor must not have unresolved disallowed costs in excess of One Hundred Thousand Dollars ($100,000) that have been confirmed as disallowed costs by the contracting County department and remain unpaid for a period of six (6) months or more from the date of an Auditor-Controller (A-C) Report. Unless such disallowed costs are the subject of current good faith negotiations, as determined in the sole discretion of the County, non-compliance by Contractor regarding this provision will constitute a material breach of Contract and may result in termination for default, in addition to any other remedies available to the County. Further, if Contractor has been determined to have unresolved disallowed costs in excess of $100,000 for longer than six months since the date of the A-C Report, they will be disqualified from future County solicitations unless such disallowed costs are the subject of good faith negotiations to resolve the disallowed costs, in the sole opinion of the County, or have been resolved.

**5.4.8 Preference Program Enterprises – Prompt Payment Program**

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

**5.5 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

**5.5.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

**5.5.2** The Contractor must submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

**5.5.4** At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

# 6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

## 6.1 County's Administration

A listing of all County Administration referenced in the following paragraphs are designated in Exhibit A (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

## 6.2 County's Master Agreement Program Director (MAPD)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department and Contractor.

## 6.3 County's Project Director

The County's Project Director, or designee, is the approving authority for individual Work Order solicitations and executions.

## 6.4 County's Work Order Director

A Work Order Director will be assigned for each Work Order by County's Project Director.

**6.4.1** The responsibilities of the Work Order Director include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and must provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor personnel assigned to the Work Order Director's specific projects, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

**6.4.2** County's Work Order Directors are not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, Paragraph 8.1.

### 6.5 County's Project Manager

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement.  The County's Project Manager will prepare, and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

### 6.6 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Project Director.

# 7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

## 7.1 Contractor's Project Manager

**7.1.1** Contractor's Project Manager is designated in Exhibit B (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor's Project Manager.

**7.1.2** Contractor's Project Manager will be responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with County's Work Order Directors on a regular basis with respect to all active Work Orders.

## 7.2 Contractor's Authorized Official(s)

**7.2.1** Contractor's Authorized Official(s) are designated in Exhibit B (Contractor's Administration). Contractor must promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

**7.2.2** Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

## 7.3 Approval of Contractor's Staff and Training

**7.3.1** County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor must provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution. Contractor employees assigned to County facilities must wear appropriate attire for the work being performed at all times, and must be consistent with applicable legal requirements, Contractor's policies, union rules and California OSHA safety requirements.

**7.3.2** Contractor must provide training programs for all new Contractor staff and continuing in-service training for all Contractor staff. All Contractor staff must be trained in their assigned tasks and in the safe handling of equipment needed for the Services. Contractor must check all equipment at reasonable intervals for safety, as well as on a daily basis for safety, if needed. All Contractor staff must wear safety and protective gear according to OSHA standards for the work performed.

## 7.4 Contractor's Staff Identification

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

## 7.5 Background and Security Investigations

**7.5.1** Each of Contractor's staff performing services under this Master Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

**7.5.2** If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

**7.5.3** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

**7.5.4** Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

## 7.6 Confidentiality

**7.6.1** Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

**7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

**7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.

**7.6.4** Contractor must sign and adhere to the provisions of Exhibit D3-IT (Contractor Acknowledgement, Confidentiality, And Copyright Assignment Agreement).

# 8.0 STANDARD TERMS AND CONDITIONS

## 8.1 Amendments

**8.1.1** The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the County's MAPD.

**8.1.2** The Director of the Internal Services Department, or their designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Master Agreement). The Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the County's MAPD.

**8.1.3** Addition of Skilled Categories/Technical Specializations

An Amendment to the Master Agreement will be prepared and executed by the Contractor and by the County's MAPD to add or delete Service Categories, Service Level Requirements, or Technical Specializations.

## 8.2 Assignment and Delegation/Mergers or Acquisitions

**8.2.1** The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

**8.2.2** The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

**8.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## 8.3 Authorization Warranty

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

## 8.4 Complaints

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

**8.4.1** Within fifteen (15) business days after the Master Agreement effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

**8.4.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

**8.4.3** If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within ten (10) business days for County approval.

**8.4.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.

**8.4.5** The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within three (3) business days of receiving the complaint.

**8.4.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

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

## 8.5 Compliance with Applicable Laws

**8.5.1** In the performance of this Master Agreement, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

**8.5.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## 8.6 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. Additionally, Contractor certifies to the County:

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

**8.6.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

**8.6.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

**8.6.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

## 8.7 Compliance with County's Jury Service Program

**8.7.1** Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

**8.7.2** Written Employee Jury Service Policy

- Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- For purposes of this Paragraph, “Contractor” means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. “Employee” means any California resident who is a full time employee of Contractor. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor must immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.

- Contractor's violation of this Paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

## 8.8 Conflict of Interest

**8.8.1** No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

**8.8.2** The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.8 will be a material breach of this Master Agreement.

## 8.9 Consideration of Hiring County Employees Targeted for Layoffs or Who are on a County Re-employment List

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

## 8.10 Consideration of Hiring GAIN/START Participants

**8.10.1** Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BServices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

**8.10.2** In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

## 8.11 Contractor Responsibility and Debarment

### 8.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

### 8.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Master Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### 8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Master Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Master Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

### 8.11.4 Contractor Hearing Board

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

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

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

- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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

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

**8.11.5 Subcontractors of Contractor**

These terms will also apply to Subcontractors of County Contractors.

**8.12 Contractor's Acknowledgement and Notice to its Employees of the Safely Surrendered Baby Law**

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a Fact Sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, the contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law Poster" (available in English/Spanish/Chinese/Korean) in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

The Contractor, and its subcontractor(s), can access posters and other program material at www.babysafela.org.

**8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

**8.13.1** The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

**8.13.2** As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## 8.14 County's Quality Assurance Plan

The County or its agent(s) will monitor the contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/ corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

## 8.15 Damage to County Facilities, Buildings or Grounds

**8.15.1** The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

**8.15.2** If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by Contractor by cash payment upon demand.

## 8.16 Employment Eligibility Verification

**8.16.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

**8.16.2** The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

## 8.17 Counterparts and Electronic Signatures and Representations

This Master Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Master Agreement. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Master Agreement.

## 8.18 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## 8.19 Force Majeure

**8.19.1** Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

**8.19.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

**8.19.3** In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## 8.20 Governing Law, Jurisdiction, and Venue

This Master Agreement will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

## 8.21 Independent Contractor Status

**8.21.1** This Master Agreement is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

**8.21.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

**8.21.3** The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

**8.21.4** The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

**8.22 Indemnification**

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

**8.23 General Provisions for all Insurance Coverage**

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8.24 of this Master Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

**8.23.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates must be provided to County not less than 10 days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

- Certificates and copies of any required endorsements must be sent to:

  Neary Ros
  Telecomm.contracts@isd.lacounty.gov
  Subject: Insurance Coverage

- Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

### 8.23.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

### 8.23.3 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

### 8.23.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

**8.23.5 Insurer Financial Ratings**

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

**8.23.6 Contractor's Insurance Must Be Primary**

Contractor's insurance policies, with respect to any claims related to this Master Agreement, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

**8.23.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effectuate such waiver.

**8.23.8 Subcontractor Insurance Coverage Requirements**

Contractor must include all Subcontractors as insureds under Contractor's own policies, or must provide County with each Subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and must require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

**8.23.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

### 8.23.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Master Agreement. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

### 8.23.11 Application of Excess Liability Coverage

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

### 8.23.12 Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

### 8.23.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

### 8.23.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

## 8.24 Insurance Coverage

### 8.24.1 Commercial General Liability

Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

| | |
|---|---|
| General Aggregate: | $4 million |
| Products/Completed Operations Aggregate: | $2 million |
| Personal and Advertising Injury: | $2 million |
| Each Occurrence: | $2 million |

### 8.24.2 Automobile Liability

Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

### 8.24.3 Workers Compensation and Employers' Liability

Insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

### 8.24.4 Unique Insurance Coverage

- **Professional Liability/Errors and Omissions**
- Insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less than $5 million per claim and $5 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

- **Technology Errors & Omissions Insurance**

  Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than $10 million.

- **Cyber Liability Insurance**

  The Contractor must secure and maintain cyber liability insurance coverage with limits of $10 million per occurrence and in the aggregate during the term of the Master Agreement, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Master Agreement. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/ restriction for unencrypted portable devices/media may be on the policy.

- **Installation Floater**

  Insurance that covers personal property installed, fabricated or erected by Contractor. It shall cover the property until the installation work is accepted by the County or when the County's interest in the property/equipment installed ceases.

**8.25 Liquidated Damages**

**8.25.1** If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.

**8.25.2** If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or their designee, deems are correctable by the Contractor over a certain time span, the Director or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Five Hundred Dollars ($500) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts or Service Level Agreements in future Work Orders, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

**8.25.3** The action noted in Paragraph 8.25.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

**8.25.4** This paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or Paragraph 8.25.2, and will not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

**8.26 Most Favored Public Entity**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Master Agreement, then such lower prices will be immediately extended to the County.

## 8.27 Nondiscrimination and Affirmative Action

**8.27.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

**8.27.2** Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

**8.27.3** The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**8.27.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

**8.27.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

**8.27.6** The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by the County.

**8.27.7** If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Civil Rights Department or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

**8.27.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

**8.28 Non Exclusivity**

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

**8.29 Notice of Delays**

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

**8.30 Notice of Disputes**

The Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement.

**8.30.1 Dispute Resolution Procedure**

**8.30.1.1** Contractor and County agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Master Agreement. All such disputes must be subject to the provisions of this Paragraph 8.30.1 (Dispute Resolution Procedure).

**8.30.1.2** Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties must continue without delay their performance hereunder, County must continue to pay sums not in dispute during any such period of continued performance. If Contractor fails to continue without delay its performance hereunder which County, in its reasonable discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform must be borne by Contractor, and Contractor must make no claim whatsoever against County for such costs. The cost incurred by County must not exceed the fair market cost of performing the required action and County must provide Contractor with supporting documentation, of such costs under this Paragraph 8.30.1 (Dispute Resolution Procedure) at the time it submits such costs for payment by Contractor. County will be entitled to the actual costs of goods, Services, and/or other work provided under this Subparagraph in an emergency situation(s). Contractor must promptly reimburse County for such County costs, as determined by County, or County may deduct all such additional costs from any amounts due to Contractor from County, whether under this Master Agreement or otherwise.

**8.30.1.3** In the event of any dispute between the parties with respect to this Master Agreement, Contractor and County must submit the matter to County’s Project Manager and Contractor’s Project Manager for the purpose of endeavoring to resolve such dispute.

**8.30.1.4** In the event that County's Project Manager and Contractor's Project Manager are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute to them, then the matter must immediately be submitted to the County's Work Order Director, County's Project Manager and Contractor's Project Director for further consideration and discussion to attempt to resolve the dispute.

**8.30.1.5** In the event that County's Work Order Director, County's Project Director and Contractor's Project Director are unable to resolve the dispute within a reasonable time not to exceed fifteen (15) Business Days from the date of submission of the dispute to them, then the matter must immediately be submitted to County's Master Agreement Program Director and Contractor's equivalent position for further consideration and discussion to attempt to resolve the dispute.

**8.30.1.6** In the event that County's Master Agreement Program Director and Contractor's equivalent position are unable to resolve the dispute within a reasonable time not to exceed thirty (30) Business Days from the date of submission of the dispute to them, then each party may assert its other rights and remedies provided under this Master Agreement and/or its rights and remedies as provided by law.

**8.30.1.7** All disputes utilizing this dispute resolution procedure must be documented in writing by each party and must state the specifics of each alleged dispute and all actions taken. The parties must act in good faith to resolve all disputes. At all levels described in this Paragraph 8.30.1 (Dispute Resolution Procedure), the efforts to resolve a dispute must be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

**8.30.1.8** Notwithstanding any other provision of this Master Agreement, County's right to terminate this Master Agreement pursuant to Paragraph 8.43 (Termination for Insolvency), Paragraph 8.41 (Termination for Default), or any other termination provision hereunder, and either party's right to seek injunctive relief to enforce the provisions of Paragraph 7.6 (Confidentiality), must not be subject to this dispute resolution procedure.

### 8.31 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### 8.32 Notices

All notices or demands required or permitted to be given or made under this Master Agreement must be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits A (County's Administration) and B (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or their designee will have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

### 8.33 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### 8.34 Public Records Act

**8.34.1** Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.36 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records except for those documents determined to be non-disclosable or exempt pursuant to California Government Code sections 7921.000 et seq. and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

**8.34.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## 8.35 Publicity

**8.35.1** The Contractor must not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor must not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.

**8.35.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.35 (Publicity) will apply.

## 8.36 Record Retention and Inspection-Audit Settlement

The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

**8.36.1** In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).

**8.36.2** Failure on the part of the Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

**8.36.3** If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

## 8.37 Recycled Bond Paper

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

## 8.38 Subcontracting

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

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

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

**8.38.3** The Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

**8.38.4** The Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

**8.38.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.

**8.38.6** The County's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.

**8.38.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

**8.39.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder contractor must ensure delivery of all such documents to:

County of Los Angeles
Information Technology Contracts – PCS
Telecommunications Services Master Agreement
9150 E. Imperial Hwy, MS 46
Downey, CA 90242
Attention: Neary Ros

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 8.41 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

### 8.40 Termination for Convenience

**8.40.1** County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effectuated by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

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

- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

**8.40.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order must be maintained by the Contractor in accordance with Paragraph 8.36 (Record Retention and Inspection/Audit Settlement).

### 8.41 Termination for Default

**8.41.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:

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

**8.41.2** In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.41.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.

**8.41.3** Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.41.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.41.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

**8.41.4** If, after the County has given notice of termination under the provisions of this Paragraph 8.41, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.41, or that the default was excusable under the provisions of Paragraph 8.41.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.40 (Termination for Convenience).

**8.41.5** The rights and remedies of the County provided in this Paragraph 8.42 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

**8.42 Termination for Improper Consideration**

**8.42.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

**8.42.2** The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or https://fraud.lacounty.gov/.

**8.42.3** Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

## 8.43 Termination for Insolvency

**8.43.1** The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

**8.43.2** The rights and remedies of the County provided in this Paragraph 8.43 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

## 8.44 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, County Code Section 2.160.010. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

## 8.45 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Master Agreement, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

## 8.46 Validity

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances will not be affected thereby.

## 8.47 Waiver

No waiver by the County of any breach of any provision of this Master Agreement will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.47 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

## 8.48 Warranty Against Contingent Fees

**8.48.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

**8.48.2** For breach of this warranty, the County will have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## 8.49 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

**8.50 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.49 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

**8.51 Time off For Voting**

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

**8.52 Compliance with County's Zero Tolerance Policy on Human Trafficking**

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Master Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

**8.54 Compliance with Fair Chance Employment Hiring Practices**

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952 and Chapter 8.300 of the Los Angeles County Code (Fair Chance Ordinance for Employers). Contractor's violation of this paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement.

## 8.55 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

## 8.56 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

## 8.57 Injury and Illness Prevention Program

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

## 8.58 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than $500 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Master Agreement. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Master Agreement as determined in the sole discretion of the County.

### 8.59 Budget Reductions

In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County agreements, the County reserves the right to reduce its payment obligation under this Master Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Master Agreement (including any extensions), and the services to be provided by the Contractor under this Master Agreement will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Master Agreement.

### 8.60 Transition Services

Prior to the expiration or termination of this Master Agreement, Contractor must work with County to transition the Services of the Master Agreement to County or to County's successor contractor. The transition of the Services must include, at a minimum, the procedures, schedules, and deliverables required for transition of each Service, the responsibilities of the parties, and provision of and payment for Services which may be necessary but which are outside the scope of this Master Agreement.

## 9.0 UNIQUE TERMS AND CONDITIONS

### 9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit F in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit F, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 (HIPAA).

### 9.2 Patent, Copyright and Trade Secret Indemnification

**9.2.1** Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Master Agreement. County will inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support Contractor's defense and settlement thereof.

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

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

**9.2.3** Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

## 9.3 Information Security and Privacy Requirements

Contractor must comply with the requirements set forth in Exhibit G (Information Security and Privacy Requirements).

## 9.4 Local Small Business Enterprise (LSBE) Preference Program

**9.4.1** This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

**9.4.2** The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

**9.4.3** The Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

**9.4.4** If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, will:

- Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the Master Agreement; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Economic Opportunity of this information prior to responding to a solicitation or accepting a Master Agreement award.

## 9.5 Social Enterprise (SE) Preference Program

**9.5.1** This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

**9.5.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

**9.5.3** Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

**9.5.4** If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor will:

- Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Master Agreement; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Economic Opportunity of this information prior to responding to a solicitation or accepting a Master Agreement award.

**9.6 Disabled Veteran Business Enterprise (DVBE) Preference Program**

**9.6.1** This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

**9.6.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

**9.6.3** Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

**9.6.4** If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor will:

- Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;

- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the Master Agreement; and

- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Not withstanding any other remedies in this Master Agreement, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Economic Opportunity of this information prior to responding to a solicitation or accepting a Master Agreement award.

## 9.7 Compliance with County's Women in Technology Hiring Initiative

At the direction of the, the County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report such programs available to: WITProgram@isd.lacounty.gov.

## 9.8 Compliance with Kari's Law and Ray Baum's Act

The Contractor and its subcontractor(s) must comply with the Kari's Law Act of 2017 and Section 506 of the Ray Baum's Act, as further implemented pursuant to Federal Communications Commission Report and Order FCC 19-76 issued on August 1, 2019. Kari's Law requires multi-line telephone systems (MLTS) to be configured in a manner that allows users to directly dial 911 without dialing additional digits and codes, and further requires that the MLTS provide a crisis alert notification to a central location at a facility when a 911 call is made, if such capability exists. Section 506 of the Ray Baum's Act, as implemented by FCC 19-76, ensures that the dispatchable location is conveyed when a 911 call is made, regardless of the technological platform used. Contractor's violation of this paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement.

## 9.9 Limitation of Liability

**9.9.1** Neither party must be liable to the other for any indirect, incidental, punitive, exemplary, special, or consequential damages (including without limitation, damages related to lost profits, revenue or increased cost of operations) arising under this Master Agreement, regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and regardless of whether or not such damages are foreseen or unforeseen. The total aggregate liability of the Contractor, its suppliers, licensors, affiliates, directors, officers, and/or employees under or in connection with this Master Agreement to County not to exceed per claim (or in the aggregate during any twelve (12) month period) an amount equal to the total charges paid by County for all Services during the twelve (12) months preceding the month in which the event giving rise to the claim occurred. In the event there is less than a twelve (12) month period, then the period will be annualized for the full twelve (12) months.

**9.9.2** The per claim or aggregate twelve (12) month limitations described in the preceding paragraph will not apply to:

(i) bodily injury, death or damage to real or tangible property omissions arising from and/or relating to this Master Agreement;

(ii) breach of Paragraph 7.6 (Confidentiality) and Paragraph 8.35 (Publicity);

(iii) settlement, defense or payment obligations under Paragraph 9.2 (Patent, Copyright and Trade Secret Indemnification);

(iv) damages arising from a party’s willful misconduct; and

(v) alteration, loss or destruction of County’s applications, content or data arising from Contractor’s gross negligence or willful misconduct.

### 9.10 Access Rights

County will in a timely manner allow Contractor to access County-owned and controlled property and equipment as required to provide the Services. Access rights include the right to construct, install, repair, maintain, replace and remove access lines and network facilities, as well as to use ancillary equipment space within a building, as necessary for County's connection to Contractor's network. County will provide Contractor timely information and access to County's facilities and equipment as Contractor reasonably requires to provide the Services, subject to County's security policies and any other applicable rules. Unless otherwise set forth in this Master Agreement, including the Work Orders, County will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way), consistent with California Public Utility Commission decisions defining the point at which the wiring under the control of the vendor ends, and the wiring under the control of the property owner begins (i.e., Minimum Point of Entry (MPOE) and Local Loop Demarcation Point (LLDP) rules). County will notify the Contractor when the site is available for Contractor to perform its work according to a mutually agreed schedule. In non-County controlled facilities (i.e., leased buildings), unless otherwise set forth in the Master Agreement, including the Work Orders, County will obtain access and secure necessary space, power, alterations and wiring paths that are needed for the Contractor to provide the requested goods and services. Contractor will work cooperatively with County in support of County's efforts with the property owner.

### 9.11 Resale of Services

County will not resell the Services to third parties without Contractor's written consent.

### 9.12 Warranty

Contractor hereby warrants to County that all Services provided by Contractor to County under this Master Agreement will conform to the Work Orders, Statements of Work and this Master Agreement. With regard to each and every piece of personal property purchased by County under this Master Agreement, including any software or other intellectual property (the "Assets"), Contractor must pass through to County, to the fullest extent permitted by law or agreement, any applicable hardware and/or software warranties offered by the manufacturer for such Assets.

Contractor further represents, warrants, covenants and agrees that:

- Contractor must comply with the descriptions and representations set forth in all Statements of Work and Work Orders and correct any deficiencies at no cost to the County.
- All tasks, subtasks, deliverables, Assets, goods, Services, and other work must be performed in a timely and professional manner by qualified personnel.
- All tasks, subtasks, deliverables, Assets, goods, Services, and other work must be completed in accordance with this Master Agreement and industry standards.
- All Services must perform in accordance with this Master Agreement and must meet or exceed the functional and performance requirements set forth in this Master Agreement.
- The Services must be capable of interconnecting and/or interfacing with each other and County's existing systems as identified in the Work Order, where applicable, and that the Services and existing systems, when taken together, must be capable of delivering all Services as set forth in this Master Agreement.

EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS MASTER AGREEMENT, INCLUDING THE WORK ORDER(S), CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 9.13 Guiding Principles

The parties agree that the following principles ("Guiding Principles") are important to ensure the success of their relationship. If any term or condition of this Master Agreement is ambiguous or unclear or if the parties did not anticipate a particular issue, the parties must use the Guiding Principles to interpret or resolve the issue arising from the execution of this Master Agreement.

### 9.13.1 Enhance IT Capabilities and Provide Consistent and Stable Infrastructure Support

Services will be provided in a manner that enhances the County's ability to deliver consistent, stable, high-quality, cost-effective services both internally within the County and externally to its customers with minimal interruptions and few, if any, disruptions to the County's business. Technology and processes used by the Contractor will provide the County with industry-prevailing levels of functionality and performance.

### 9.13.2 Reduce and Control IT Costs

Cost control and reduction are key objectives for the County in securing Services from the Contractor. The Contractor will continuously propose new and cost-effective processes and technologies in order to, at minimum, control and with all due expectations further reduce the overall cost of Services to the County.

### 9.13.3 Maintain and Improve Technology

The Contractor will implement industry best practices and new technologies to deliver Services to the County that allow the County to take advantage of improvements in cost-efficiencies and service functionalities, and with that objective will continually update the processes, procedures and methodologies as well as the underpinning technologies.

## 9.14 No Third Party Beneficiaries

This Master Agreement is for the benefit of County and Contractor, and does not provide any third party (including any third party users of Services provided hereunder) the right to enforce or bring an action for any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

### 9.15 Prevailing Wage

If any Work Order issued under this Master Agreement includes services that constitute "public works" as defined by California Labor Code section 1720 et seq., Contractor must comply with all applicable prevailing wage laws and regulations, including but not limited to payment of not less than the general prevailing rate of per diem wages and applicable overtime, holiday, and travel pay as determined by the California Department of Industrial Relations (DIR).

Contractor will be responsible for determining whether any portion of the Work performed under a Work Order is subject to prevailing wage requirements and must comply with all applicable provisions of the California Labor Code, including registration with the DIR, certified payroll record submission, and maintenance of all required records. Contractor must ensure that all subcontractors performing Work subject to prevailing wage requirements also comply with such laws.

Nothing in this Master Agreement will be construed to require payment of prevailing wages for services that do not constitute public works under applicable law. The applicability of prevailing wage requirements are to be determined on a Work Order–by–Work Order basis.

Failure to comply with applicable prevailing wage laws will constitute a material breach of this Master Agreement and the applicable Work Order.

## 10.0 Survival

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

| | |
|---|---|
| Paragraph 1.0 | (Applicable Documents) |
| Paragraph 2.0 | (Definitions) |
| Paragraph 3.0 | (Work) |
| Paragraph 5.3 | (No Payment for Services Provided Following Expiration/Termination of Agreement) |
| Paragraph 7.6 | (Confidentiality) |
| Paragraph 8.1 | (Amendments) |
| Paragraph 8.2 | (Assignment and Delegation/Mergers or Acquisitions) |
| Paragraph 8.18 | (Fair Labor Standards) |
| Paragraph 8.19 | (Force Majeure) |
| Paragraph 8.20 | (Governing Law, Jurisdiction, and Venue) |
| Paragraph 8.22 | (Indemnification) |
| Paragraph 8.23 | (General Provisions for all Insurance Coverage) |
| Paragraph 8.24 | (Insurance Coverage) |
| Paragraph 8.25 | (Liquidated Damages) |
| Paragraph 8.30.1 | (Dispute Resolution Procedure) |
| Paragraph 8.32 | (Notices) |
| Paragraph 8.36 | (Record Retention and Inspection/Audit Settlement) |
| Paragraph 8.40 | (Termination for Convenience) |
| Paragraph 8.41 | (Termination for Default) |
| Paragraph 8.46 | (Validity) |
| Paragraph 8.47 | (Wavier) |
| Paragraph 8.56 | (Prohibition from Participation in Future Solicitation(s)) |
| Paragraph 8.58 | (Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding) |
| Paragraph 8.60 | (Transition Services) |
| Paragraph 9.2 | (Patent, Copyright and Trade Secret Indemnification) |
| Paragraph 9.3 | (Information Security and Privacy Requirements) |
| Paragraph 9.9 | (Compliance with Kari's Law and Ray Baum Act) |
| Paragraph 9.10 | (Limitation of Liability) |
| Paragraph 9.11 | (Access Rights) |
| Paragraph 9.12 | (Resale of Services) |
| Paragraph 9.13 | (Warranty) |

| | |
|---|---|
| Paragraph 9.14 | (Guiding Principles) |
| Paragraph 9.15 | (No Third Party Beneficiaries) |
| Paragraph 10.0 | (Survival) |

**AUTHORIZATION OF MASTER AGREEMENT FOR**

**_____________________ SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, _________________ Department or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _________ day of ________________, 20___.

COUNTY OF LOS ANGELES

By___________________________
Director

___________________ Department

By_____________________________
Contractor

Signed:__________________________

Printed: _________________________

Title: __________________________

APPROVED AS TO FORM:

____________________________
DAWYN R. HARRISON
County Counsel

By___________________________
Deputy County Counsel

## STANDARD EXHIBITS



## UNIQUE EXHIBITS

# COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. Click or tap here to enter text.

WORK ORDER NO. Click or tap here to enter text.

**COUNTY'S MASTER AGREEMENT PROJECT DIRECTOR (MAPD):**

| | |
|---|---|
| Name: | Click or tap here to enter text. |
| Title: | Click or tap here to enter text. |
| Address: | Click or tap here to enter text. |
| | Click or tap here to enter text. |
| Telephone: | Click or tap here to enter text. |
| E-mail Address: | Click or tap here to enter text. |

**COUNTY'S PROJECT DIRECTOR:**

| | |
|---|---|
| Name: | Click or tap here to enter text. |
| Title: | Click or tap here to enter text. |
| Address: | Click or tap here to enter text. |
| | Click or tap here to enter text. |
| Telephone: | Click or tap here to enter text. |
| E-mail Address: | Click or tap here to enter text. |

**COUNTY'S CONTRACT ANALYST:**

| | |
|---|---|
| Name: | Click or tap here to enter text. |
| Address: | Click or tap here to enter text. |
| | Click or tap here to enter text. |
| Telephone: | Click or tap here to enter text. |
| E-mail Address: | Click or tap here to enter text. |

**COUNTY'S WORK ORDER DIRECTOR:**

| | |
|---|---|
| Name: | Click or tap here to enter text. |
| Title: | Click or tap here to enter text. |
| Address: | Click or tap here to enter text. |
| | Click or tap here to enter text. |
| Telephone: | Click or tap here to enter text. |
| E-mail Address: | Click or tap here to enter text. |

**COUNTY'S PROJECT MANAGER:**

| | |
|---|---|
| Name: | Click or tap here to enter text. |
| Title: | Click or tap here to enter text. |
| Address: | Click or tap here to enter text. |
| | Click or tap here to enter text. |
| Telephone: | Click or tap here to enter text. |
| E-mail Address: | Click or tap here to enter text. |

# CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Click or tap here to enter text.

MASTER AGREEMENT NO. Click or tap here to enter text.

WORK ORDER NO. Click or tap here to enter text.

**CONTRACTOR'S PROJECT DIRECTOR:**

| | |
|---|---|
| Name: | Click or tap here to enter text. |
| Title: | Click or tap here to enter text. |
| Address: | Click or tap here to enter text. |
| | Click or tap here to enter text. |
| Telephone: | Click or tap here to enter text. |
| E-mail Address: | Click or tap here to enter text. |

**CONTRACTOR'S AUTHORIZED OFFICIAL(S):**

| | |
|---|---|
| Name: | Click or tap here to enter text. |
| Title: | Click or tap here to enter text. |
| Address: | Click or tap here to enter text. |
| | Click or tap here to enter text. |
| Telephone: | Click or tap here to enter text. |
| E-mail Address: | Click or tap here to enter text. |

| | |
|---|---|
| Name: | Click or tap here to enter text. |
| Title: | Click or tap here to enter text. |
| Address: | Click or tap here to enter text. |
| | Click or tap here to enter text. |
| Telephone: | Click or tap here to enter text. |
| E-mail Address: | Click or tap here to enter text. |

**NOTICES TO CONTRACTOR:**

| | |
|---|---|
| Name: | Click or tap here to enter text. |
| Title: | Click or tap here to enter text. |
| Address: | Click or tap here to enter text. |
| | Click or tap here to enter text. |
| Telephone: | Click or tap here to enter text. |
| E-mail Address: | Click or tap here to enter text. |

# SAMPLE WORK ORDER FORMATS

C1 Time and Materials Basis

C2 Fixed Price Per Deliverable Basis

**A STATEMENT OF WORK MUST BE ATTACHED TO EACH INDIVIDUAL WORK ORDER**

**____________________ SERVICES**

**MASTER AGREEMENT WORK ORDER**

**(TIME AND MATERIALS BASIS)**

___________________________
Contractor Name

Work Order No.: ______________________ Master Agreement No.: ____________________

Project Title: ________________________________________________
Period of Performance: ________________________________________________
County Requesting Department: ________________________________________________
County Project Director: ________________________________________________
County Project Manager: ________________________________________________
County Contract Analyst: ________________________________________________

I. GENERAL

Contractor will satisfactorily perform all Services detailed in the Statement of Work attached hereto as Exhibit _____, on a time and materials basis, in compliance with the terms and conditions of Contractor's Master Agreement identified above.

II. PERSONNEL

Contractor must provide the below-listed personnel whose labor rates are as shown:

Skill Category: ________________________________________________

Name: _________________________ @ $: ______.______ /hour.

Name: _________________________ @ $: ______.______ /hour.

III. PAYMENT

A. The Total Maximum Amount that County will pay Contractor for all Services to be provided under this Work Order will not exceed ______________________________ Dollars ($______________________________).

B. Contractor will invoice County only for hours actually worked, in accordance with the terms and conditions of Contractor's Master Agreement. Contractor will be responsible for limiting the number of hours worked by Contractor Personnel under this Work Order, not to exceed the Total Maximum Amount in III.A, above.

C. Contractor will satisfactorily perform and complete all required Services in accordance with Exhibit _____ (Statement of Work) notwithstanding the fact that total payment from County will not exceed the Total Maximum Amount.

Work Order No.: ______________________ Master Agreement No.: ____________________

D. CONTRACTOR will submit all invoices under this Work Order to:

_ ______________________

IV. SERVICES

In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration date of this Work Order.

ALL TERMS OF THE MASTER AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT WILL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

Contractor's signature on this Work Order document confirms Contractor's awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that Contractor will not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

A. That is not specified in this Work Order, and/or
B. That utilizes personnel not specified in this Work Order, and/or
C. That exceeds the Total Maximum Amount of this Work Order, and/or
D. That goes beyond the expiration date of this Work Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

| | |
|---|---|
| ______________________________ | ______________________________ |
| CONTRACTOR | COUNTY OF LOS ANGELES |
| By: ________________________ | By: ________________________ |
| Name: | Name: ________________________ |
| Title: | Title: ________________________ |
| Date: | Date: ________________________ |

**____________________ SERVICES**

**MASTER AGREEMENT WORK ORDER**

**(FIXED PRICE PER DELIVERABLE BASIS)**

___________________________
Contractor Name

Work Order No.: ______________________ Master Agreement No.: ____________________

Project Title: ______________________________
Period of Performance: ______________________________
County Requesting Department: ______________________________
County Project Director: ______________________________
County Project Manager: ______________________________
County Contract Analyst: ______________________________

I. GENERAL

Contractor will satisfactorily perform all the tasks and provide all the deliverables detailed in the Statement of Work attached hereto as Exhibit __, on a fixed price per deliverable basis, in compliance with the terms and conditions of Contractor's Master Agreement.

II. PERSONNEL

Contractor must provide the below-listed personnel:

Skill Category: ______________________________

Name: ______________________________
Name: ______________________________
Name: ______________________________

III. PAYMENT

A. The Total Maximum Amount that County will pay Contractor for all deliverables to be provided under this Work Order is shown below:

| Deliverable | Maximum Amount |
|---|---|
| ______________________ | ______________ |
| ______________________ | ______________ |
| ______________________ | ______________ |

**Total Maximum Amount:** ______________

Work Order No.: ______________________ Master Agreement No.: ____________________

B. Contractor will satisfactorily provide and complete all required deliverables in accordance with Exhibit __ (Statement of Work) notwithstanding the fact that total payment from County for all deliverables will not exceed the Total Maximum Amount in III.A, above.

C. Contractor will submit all invoices under this Work Order to:

_ ________________________

IV. SERVICES

In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration date of this Work Order.

ALL TERMS OF THE MASTER AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT WILL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

Contractor's signature on this Work Order document confirms Contractor's awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that Contractor will not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

A. That is not specified in this Work Order, and/or
B. That utilizes personnel not specified in this Work Order, and/or
C. That exceeds the Total Maximum Amount of this Work Order, and/or
D. That goes beyond the expiration date of this Work Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

| ______________________________ | ______________________________ |
|---|---|
| CONTRACTOR | COUNTY OF LOS ANGELES |
| By: ______________________ | By: ______________________ |
| Name: | Name: ______________________ |
| Title: | Title: ______________________ |
| Date: | Date: ______________________ |

**THIS FORM IS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS**

*This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.*

D3-IT CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

## CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name: ______________________________

Work Order No.: ________________________ Master Agreement No.: __________________________

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

## COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced Master Agreement, and all works based thereon, incorporated therein, or derived therefrom will be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all their right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H2, attached hereto and incorporated herein by reference.

The County will have the right to register all copyrights in the name of the County of Los Angeles and will have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: ______________________________ DATE: ________________________

PRINTED NAME: ________________________

POSITION: ______________________________

**THIS FORM IS REQUIRED AT THE COMPLETION OF EACH WORK ORDER WHEN THE WORK ORDER INVOLVED INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BY CONTRACTOR. THE INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BECOMES PROPERTY OF THE COUNTY AFTER CREATION OR AT THE END OF THE MASTER AGREEMENT TERM.**

E CONTRACTOR’S ASSIGNMENT AND TRANSFER OF COPYRIGHT

# CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, ____________________________, a ____________________________, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment will include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number _____ for ____________________________, dated _____, as amended by Amendment Number _____, dated ____________________________,

*{NOTE to Preparer: reference all existing Amendments}* as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

____________________________________ ____________________________

Grantor's Signature Date

Grantor's Printed Name: ____________________________________________

Grantor's Position: ____________________________________________

NOTARY PUBLIC

# BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

## 1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.

1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" will mean Contractor.

1.3 "Covered Entity" has the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" will mean County.

1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.

1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

1.7 "Disclose” and “Disclosure” mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate’s internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.8 "Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)

1.9 “Electronic Media” has the same meaning as the term “electronic media” at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.10 "Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.

1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).

1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103

1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.21 "Unsecured Protected Health Information" has the same meaning as the term “unsecured protected health information" at 45 C.F.R. § 164.402.

1.22 “Use” or “Uses” means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations. (See 45 C.F.R § 164.103.)

1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

## 2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate will make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity’s applicable Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

## 3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate must not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate must not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

3.3 Business Associate must not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

## 4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate must implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate must comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

## 5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or

Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate must report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3. Business Associate must report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate must provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate must make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate must make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov,** that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect themselves from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate must provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate must delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate must document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

## 6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate must ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate must take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor must terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate must immediately notify County.

6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

6.7 Business Associate must provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.

6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## 7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and must provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access will be provided or denied will be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate must provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

## 8. AMENDMENT OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment will be granted or denied will be determined by Covered Entity.

## 9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate must maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 must include:

(a) The date of the Disclosure;

(b) The name, and address if known, of the entity or person who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate must document the information specified in Section 9.1.1, and must maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate must provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the receipt of the request, and must provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting must be in accordance with 45 C.F.R. § 164.528.

## 10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate must comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

## 11. AVAILABILITY OF RECORDS

11.1 Business Associate must make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate must immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

## 12. MITIGATION OF HARMFUL EFFECTS

12.1 Business Associate must mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

## 13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate must, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate must notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate must be written in plain language, will be subject to review and approval by Covered Entity, and must include, to the extent possible:

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps the Individual should take to protect themselves from potential harm resulting from the Breach;

(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) Contact procedures for Individual(s) to ask questions or learn additional information, including a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate must reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity will not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

## 14. INDEMNIFICATION

14.1 Business Associate must indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## 15. OBLIGATIONS OF COVERED ENTITY

15.1 Covered Entity will notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected

Health Information that would affect Business Associate's performance of the Services, and Business Associate must thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity will not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

## 16. TERM

16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement will be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 will survive the termination or expiration of this Business Associate Agreement.

## 17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which must be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

## 18. <u>DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION</u>

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate must return or, if agreed to by Covered entity, must destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate will retain no copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.6 will mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and must return or destroy all other Protected Health Information.

18.3.1 Business Associate must extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate must not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate must return or, if agreed to by Covered entity, destroy the Protected Health Information retained by

Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate must ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

## 19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate will mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity will execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, will not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## 20. MISCELLANEOUS PROVISIONS

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.

20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement will control. Otherwise, this Business Associate Agreement will be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

20.6 Interpretation. Any ambiguity in this Business Associate Agreement will be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

# INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Master Agreement.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Master Agreement") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Master Agreement by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Master Agreement, to immediately terminate the Master Agreement. To the extent there are conflicts between this Exhibit and the Master Agreement, this Exhibit will prevail unless stated otherwise.

## 1. DEFINITIONS

Unless otherwise defined in the Master Agreement, the definitions herein contained are specific to the uses within this exhibit.

a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).

b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.

c. **County Information:** all Data and Information belonging to the County.

d. **Data:** a subset of Information comprised of qualitative or quantitative values.

e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.

f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.

g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.

i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.

j. **Integrity**: the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.

k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.

l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.

m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.

n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.

o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.

p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.

q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

a. **Information Security Program.** The Contractor must maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Master Agreement.

Contractor's Information Security Program must include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor must exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program must:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

b. **Privacy Program.** The Contractor must establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program must include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures must be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor must exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program must include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;

- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

## 3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under this Master Agreement, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contactor owns, leases or possesses.

## 4. CONTRACTOR’S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Master Agreement. The Contractor must collect, maintain, or use County Information only for the purposes specified in the Master Agreement and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

## 5. SHARING COUNTY INFORMATION AND DATA

The Contractor must not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

## 6. CONFIDENTIALITY

a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".

b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Master Agreement, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Master Agreement, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Master Agreement, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Contractor must not disclose or publish any County NPI and material received or used in performance of this Master Agreement. This obligation is perpetual.

d. **Individual Requests.** The Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor must notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.

e. **Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Master Agreement and applicable law, whichever is longest.

## 7. CONTRACTOR EMPLOYEES

The Contractor must perform background and security investigation procedures in the manner prescribed in this section unless the Master Agreement prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor must screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, must conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor must require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Master Agreement, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor must supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.

b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.

c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.

d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.

e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.

f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor must have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

## 8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit will also apply to all Subcontractors and third parties. The Contractor or third party will be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Master Agreement including this Exhibit; and (ii) the Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Master Agreement.

The Contractor must obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

## 9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor must not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

## 10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor must return or destroy County Information in the manner prescribed in this section unless the Master Agreement prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Master Agreement for any reason, Contractor must (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Master Agreement; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor must provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor must provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Master Agreement or at any time upon the County's request, the Contractor must return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.

b. **Method of Destruction.** The Contractor must destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Master Agreement or at any time upon the County's request. On termination or expiration of this Master Agreement, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

## 11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

## 12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor must: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

## 13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Master Agreement or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

a. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
d. Applications will include access control to limit user access to County Information and application system functions;
e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor must record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

## 14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor must:

a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications must be submitted via encrypted email and telephone.

   **County Chief Information Security Officer and Chief Privacy Officer email**
   CISO-CPO_Notify@lacounty.gov

   **Chief Information Security Officer:**
   James Thurmond
   Acting Chief Information Security Officer
   320 W Temple, 7th Floor
   Los Angeles, CA 90012
   (213) 253-5660
   JThurmond@cio.lacounty.gov

   **Chief Privacy Officer:**
   Lillian Russell
   Chief Privacy Officer
   320 W Temple, 7th Floor
   Los Angeles, CA 90012
   (213) 351-5363
   LRussell@ceo.lacounty.gov

   **Departmental Information Security Officer:**
   Frank Enriquez
   Cell: (562) 545-1379
   Office: (562) 636-2039
   Email address: FEnriquez@isd.lacounty.gov

b. Include the following Information in all notices:

   i. The date and time of discovery of the Incident,

   ii. The approximate date and time of the Incident,

   iii. A description of the type of County Information involved in the reported Incident, and

   iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.

   v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.

c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.

d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.

e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.

f. Allow the County or its third-party designee at the County’s election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Master Agreement and Exhibit, The Contractor will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor’s weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

## 15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY will constitute a material breach of this Master Agreement and be grounds for immediate termination of this Master Agreement in the exclusive discretion of the County.

## 16. AUDIT AND INSPECTION

a. **Self-Audits.** The Contractor must periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor’s sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor must provide the audit results and any corrective action documentation to the County promptly upon its completion at the County’s request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor must promptly provide the County with copies of the same upon the County’s reasonable request, including identification of any failure or exception in the

Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section must be provided at no additional charge to the County.

b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, will have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor must complete a questionnaire regarding Contractor's Information Security and/or program. The County will pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor must bear all costs of the audit**;** and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Master Agreement.

Such audit will be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor must cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

## 17. INTENTIONALLY OMITTED

## 18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Master Agreement, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;

- The Contractor's failure to perform or comply with any terms and conditions of this Master Agreement or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## ADDENDUM A: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in this Master Agreement, the Contractor must ensure the following provisions and security controls are established for any and all Systems or Hardware provided under this Master Agreement.

a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Master Agreement. The Contractor must be able to provide such management records to the County at inception of the Master Agreement and upon request.

b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under this Master Agreement. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under this Master Agreement, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of this Master Agreement, the Contractor must document their access control plan for Systems or Hardware covered under this Master Agreement and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.

c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within ninety (90) Days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot do so within ninety (90) Days, the Contractor must provide a Risk assessment to the County's Chief Information Security Officer (CISO).

d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Master Agreement. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO). The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.

e. **Media Encryption:** Throughout the duration of this Master Agreement, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Master Agreement in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's Chief Information Security Officer (CISO).

f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free, and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

# SUBSEQUENT EXECUTED WORK ORDERS

# APPENDIX B - REQUIRED FORMS

## Exhibits

# REQUIRED FORMS – EXHIBIT 1

## ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

| | |
|---|---|
| **Vendor's Name:** Click or tap here to enter text. | **County Webven Number:** Click or tap here to enter text. |
| **Address:** Click or tap here to enter text. | |
| **Telephone Number:** Click or tap here to enter text. | **Email:** Click or tap here to enter text. |
| **Internal Revenue Service Employer Identification Number:** Click or tap here to enter text. | **California Business License Number:** Click or tap here to enter text. |
| **Unique Entity Identifier (UEI):** Click or tap here to enter text. | |

| | | |
|---|---|---|
| 1 | Select the option that best defines your firm's business structure:<br><br>☐ Corporation<br>☐ Limited Liability Company (LLC)<br>☐ Limited Partnership<br>☐ Sole Proprietorship<br>☐ Non-Profit<br>☐ Franchise<br>☐ Other (Specify) | **If Corporation or Limited Liability Company (LLC):**<br>Legal Name (as stated in Articles of Incorporation): Click or tap here to enter text.<br>State of Incorporation: Click or tap here to enter text.<br>Year of Incorporation: Click or tap here to enter text.<br><br>**If Limited Partnership or a Sole Proprietorship:**<br>Name of proprietor or managing partner: Click or tap here to enter text.<br><br>**If other:** Specify business structure name: Click or tap here to enter text. |
| 2 | Is your firm doing business under one or more DBA's**?**<br><br>☐ Yes ☐ No | Name: Click or tap here to enter text.<br><br>Country of Registration: Click or tap here to enter text.<br><br>Year became DBA: Click or tap here to enter text. |
| 3 | Is your firm wholly/majority owned by, or a subsidiary of another firm?<br><br>☐ Yes ☐ No | If yes, indicate name of Parent Firm and State of Incorporation.<br><br>Name of Parent Firm: Click or tap here to enter text.<br><br>State of Incorporation or registration of parent firm: Click or tap here to enter text. |
| 4 | Has your firm done business under other names within last five (5) years?<br><br>☐ Yes ☐ No | If yes, indicate any other names and the year of name change.<br><br>Name(s): Click or tap here to enter text.<br><br>Year(s) of Name Change: Click or tap here to enter text. |

## ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

| | | |
|---|---|---|
| 5 | List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE". | Click or tap here to enter text. |
| 6 | Is your firm involved in any pending acquisition or mergers?<br><br>☐ Yes ☐ No | If yes, please provide additional information regarding the pending merger.<br><br>Click or tap here to enter text. |
| 7 | List all names and contact information of all individuals legally authorized to commit the Vendor. | Name: Click or tap here to enter text.<br>Title: Click or tap here to enter text.<br>Phone: Click or tap here to enter text.<br>Email: Click or tap here to enter text.<br><br>Name: Click or tap here to enter text.<br>Title: Click or tap here to enter text.<br>Phone: Click or tap here to enter text.<br>Email: Click or tap here to enter text.<br><br>Name: Click or tap here to enter text.<br>Title: Click or tap here to enter text.<br>Phone: Click or tap here to enter text.<br>Email: Click or tap here to enter text. |

## REQUIRED FORMS – EXHIBIT 2

## CERTIFICATION OF COMPLIANCE

Vendor certifies compliance with all programs, policies, and ordinances specified below.

| | TITLE | REFERENCE | CERTIFICATIONS |
|---|---|---|---|
| 1 | Certification of No Conflict of Interest | LACC 2.180 | **Certifies Compliance?**<br>☐ Yes ☐ No |
| 2 | Familiarity with the County Lobbyist Ordinance Certification | LACC 2.160 | **Certifies Compliance?**<br>☐ Yes ☐ No |
| 3 | Zero Tolerance Policy on Human Trafficking Certification | Motion | **Certifies Compliance?**<br>☐ Yes ☐ No |
| 4 | Compliance with Fair Chance Employment Hiring Practices Certification | Board Policy 5.250<br>LACC 8.300 | **Certifies Compliance?**<br>☐ Yes ☐ No |
| 5 | Charitable Contributions Certification<br><br>Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 (if applicable)<br><br>Click or tap here to enter text. | Board Policy 5.065 | **Check the Certification below that is applicable to your company.**<br>☐ Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.<br>**OR**<br>☐ Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts. |
| 6 | Attestation of Willingness to Consider GAIN/START Participants | Board Policy 5.050 | **Certifies Compliance?**<br>☐ Yes ☐ No<br>**Willing to provide GAIN/START participants access to employee mentoring program?**<br>☐ Yes ☐ No ☐ N/A-program not available |
| 7 | Contractor Employee Jury Service Program Certification Form & Application for Exception | LACC 2.203 | **Certifies Compliance?**<br>☐ Yes ☐ No<br>**If No, identify exemption:**<br>☐ My business does not meet the definition of "contractor," as defined in the Program.<br>☐ My business is a small business as defined in the Program.<br>☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program |
| 8 | Certification of Compliance with the County's Defaulted Property Tax Reduction Program | LACC 2.206 | **Certifies Compliance?**<br>☐ Yes ☐ No<br>**If No, identify exemption:**<br>Click or tap here to enter text. |

# REQUIRED FORMS – EXHIBIT 3

## REQUEST FOR PREFERENCE CONSIDERATION

**INSTRUCTIONS**: Vendors requesting preference consideration must complete and include this form in their SOQ. Vendors may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles . Please reference your Certification Letter issued by the County to determine Federal/Non-Federal preference eligibility.**

| ☐ **PREFERENCE NOT REQUESTED** |
|---|

**OR**

| ☐ **PREFERENCE REQUESTED (SELECT ALL THAT APPLY)** | | |
|---|---|---|
| **Preference Program** | | **Reference** |
| ☐ | Request for Local Small Business Enterprise (LSBE) Program Preference<br>☐ Certification for Non-Federally Funded County Solicitations<br>☐ Certification for Federally Funded County Solicitations | LACC 2.204 |
| ☐ | Request for Social Enterprise (SE) Program Preference<br>☐ Certification for Non-Federally Funded County Solicitations<br>☐ Certification for Federally Funded County Solicitations | LACC 2.205 |
| ☐ | Request for Disabled Veterans Business Enterprise (DVBE) Program Preference | LACC 2.211 |

**Note: In no instance should any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) in response to any county solicitation.**

## REQUIRED FORMS – EXHIBIT 4
## DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Vendor's Name: Click or tap here to enter text.

| 1. DEBARMENT HISTORY (Check one) | | YES | NO |
|---|---|---|---|
| Vendor is currently debarred by a public entity | | ☐ | ☐ |
| If yes, please provide the name of the public entity: | | | |
| **2. LIST OF TERMINATED CONTRACTS AND/OR MASTER AGREEMENTS (Check one)** | | **YES** | **NO** |
| Vendor has contracts that have been terminated in the past three (3) years. | | ☐ | ☐ |

If yes, please list all Contracts and/or Master Agreements that have been terminated prior to expiration within the last three (3) years.

Service: Click or tap here to enter text.
Name of Entity: Click or tap here to enter text.
Address: Click or tap here to enter text.
Contact: Click or tap here to enter text.
Telephone: Click or tap here to enter text.
Email: Click or tap here to enter text.
Termination Date: Click or tap here to enter text.
Name/Contract No: Click or tap here to enter text.
Reason for Termination: Click or tap here to enter text.

Service: Click or tap here to enter text.
Name of Entity: Click or tap here to enter text.
Address: Click or tap here to enter text.
Contact: Click or tap here to enter text.
Telephone: Click or tap here to enter text.
Email: Click or tap here to enter text.
Termination Date: Click or tap here to enter text.
Name/Contract No: Click or tap here to enter text.
Reason for Termination: Click or tap here to enter text.

Service: Click or tap here to enter text.
Name of Entity: Click or tap here to enter text.
Address: Click or tap here to enter text.
Contact: Click or tap here to enter text.
Telephone: Click or tap here to enter text.
Email: Click or tap here to enter text.
Termination Date: Click or tap here to enter text.
Name/Contract No: Click or tap here to enter text.
Reason for Termination: Click or tap here to enter text.

## REQUIRED FORMS – EXHIBIT 5

## COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

Refer to Excel Worksheet

**REQUIRED FORMS – EXHIBIT 5**
**COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION**

| TITLE | REFERENCE |
|---|---|
| 1 FIRM/ORGANIZATION INFORMATION | The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability. |

| | |
|---|---|
| **Total Number of Employees in California:** | |
| **Total Number of Employees** (including owners): | |

**Race/Ethnic Composition of Firm.** Enter the make-up of Owners/Partners/Associate Partners into the following categories:

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

| TITLE | REFERENCE |
|---|---|
| 2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE | If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.<br>☐ **Check if not applicable** |

| Agency Name | Minority | Women | Disadvantaged | Disabled Veteran | LGBTQQ |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

# REQUIRED FORMS – EXHIBIT 6

## MINIMUM MANDATORY REQUIREMENTS

Vendor acknowledges and certifies that it meets with the Minimum Mandatory Requirements indicated below and as stated in Paragraph 3.0 (Minimum Mandatory Requirements), of this Request for Statement of Qualifications (RFSQ).

| No. | | Minimum Mandatory Requirement(s) (M/R) | Complies with M/R | |
|---|---|---|---|---|
| | | | Yes | No |
| 3.1 | | **Unresolved Disallowed Costs**<br>If Vendor's compliance with a County contract has been reviewed by the Department of the Auditor-Controller (A-C) within the last 10 years, Vendor must not have unresolved questioned costs identified by the A-C, in an amount over $100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of the A-C Report, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County. | ☐ | ☐ |
| 3.2 | | **List of References**<br>At least one (1) of the Vendors references provided in Appendix B (Required Forms), Exhibit 7 (List of References) must be responsive and validate that the Vendor meets the Minimum Mandatory Requirements identified in Paragraph 3.3 and 3.4. | ☐ | ☐ |
| 3.3 | | **Years of Experience per Category**<br>Vendors must have the minimum years of experience in at least one (1) of the categories described in Paragraph 3.3. Vendors may submit an SOQ for one or more service categories but must meet the minimum qualifications for the category or categories they identify in their SOQ. | | |
| | 3.3.1 | **Category 1 – Data Network Services**<br>Vendor must have a minimum of ten (10) years of cumulative experience within the last fifteen (15) years in providing Data Network Services as described in Appendix D (Service Category Descriptions), and Vendors must meet the specific Minimum Mandatory Requirements per Category as set forth in Paragraph 3.4. | ☐ | ☐ |

**REQUIRED FORMS – EXHIBIT 6**

**MINIMUM MANDATORY REQUIREMENTS**

| | | | | |
|---|---|---|---|---|
| | 3.3.2 | **Category 2 – Secure Web Gateway (SWG) Services**<br>Vendor must have a minimum of five (5) years of cumulative experience within the last fifteen (15) years in providing SWG Services as described in Appendix D (Service Category Descriptions), and Vendors must meet the specific Minimum Mandatory Requirements per Category as set forth in Paragraph 3.4. | ☐ | ☐ |
| | 3.3.3 | **Category 3 – Unified Communications (UC) Cloud VoIP Services**<br>Vendor must have a minimum of ten (10) years of cumulative experience within the last fifteen (15) years in providing UC Cloud VoIP Services as described in Appendix D (Service Category Descriptions), and Vendors must meet the specific Minimum Mandatory Requirements per Category as set forth in Paragraph 3.4. | ☐ | ☐ |
| | 3.3.4 | **Category 4 – Cloud Contact Center Services**<br>Vendor must have a minimum of ten (10) years of cumulative experience within the last fifteen (15) years in providing Cloud Contact Center Services as described in Appendix D (Service Category Descriptions), and Vendors must meet the specific Minimum Mandatory Requirements per Category as set forth in Paragraph 3.4. | ☐ | ☐ |
| | 3.3.5 | **Category 5 – Legacy Services**<br>Vendor must have a minimum of five (5) years of cumulative experience within the last fifteen (15) years in providing Legacy Services as described in Appendix D (Service Category Descriptions), and Vendors must meet the specific Minimum Mandatory Requirements per Category as set forth in Paragraph 3.4. | ☐ | ☐ |
| | 3.3.6 | **Category 6 – SMS Outbound Text Message Solution**<br>Refer to the specific Minimum Mandatory Requirements per Category as set forth in Paragraph 3.4.6. | Not Applicable | Not Applicable |

| | | | | |
|---|---|---|---|---|
| 3.4 | | **Minimum Mandatory Requirements per Category** Vendors must have experience in at least one (1) of the categories described in Appendix D (Category Descriptions). Vendors may submit an SOQ for one or more categories, but must meet the minimum qualifications for the category or categories they identify in their SOQ. | | |
| | 3.4.1 | **Category 1 – Data Network Services**<br>To meet the minimum qualification for Category 1 — Data Network Services, the vendor must identify five (5) client contracts for Data Network Services as defined in Appendix D (Category Descriptions), each with more than 200 client sites in the United States (U.S.). Two (2) of these five (5) contracts must be with U.S. public entity clients and any (2) of these five (5) contracts must be for clients (either commercial or public entity) for more than 50 client sites in California. | ☐ | ☐ |
| | 3.4.2 | **Category 2 – Secure Web Gateway (SWG) Services)**<br>To meet the minimum qualification for Category 2 — Secure Web Gateway (SWG) Services, the vendor must identify five (5) client contracts for Secure Web Gateway Services as defined in Appendix D (Category Descriptions), each for more than 100 sites or more than 2,000 users, in the U.S. Two (2) of these five (5) client contracts must be with U.S. public entity clients. | ☐ | ☐ |
| | 3.4.3 | **Category 3 – Unified Communications (UC) Cloud VoIP Services**<br>To meet the minimum qualification for Category 3 — Unified Communications (UC) Cloud VoIP Services, the vendor must identify five (5) client contracts for UC Cloud VoIP Services as defined in Appendix D (Category Descriptions), each for more than 3,000 phones in the U.S. Two (2) of these five (5) contracts must be with U.S. public entity clients. | ☐ | ☐ |

## MINIMUM MANDATORY REQUIREMENTS

| | | | | |
|---|---|---|---|---|
| | 3.4.4 | **Category 4 – Cloud Contact Center Services**<br>To meet the minimum qualification for Category 4 — Cloud Contact Center Services, the vendor must identify five (5) client contracts for Cloud Contact Center services as defined in Appendix D (Category Descriptions), that can support more than 200 call takers in the U.S. Two (2) of these five (5) contracts must be with U.S. public entity clients. | ☐ | ☐ |
| | 3.4.5 | **Category 5 – Legacy Services**<br>To meet the minimum qualification for Category 5 — Legacy Services, the vendor must identify five (5) client contracts for Legacy Services as defined in Appendix D (Category Descriptions), each of which must have 1,000 or more Legacy Service lines, or 1,000 or more Legacy Service circuits, or a combination of Legacy Service lines and Legacy Service circuits that equates to 1,000 or more. All Legacy Service lines and Legacy Service circuits must be in the United States (U.S.). Two (2) of these five (5) contracts must be with U.S. public entity clients. | ☐ | ☐ |
| | 3.4.6 | **Category 6 – SMS Outbound Text Message Solution**<br>To meet the qualification for Category 6 – SMS Outbound Text Message Solution, the vendor must identify three (3) client contracts, within the past five (5) years, for SMS Outbound Text Message Solution as defined in Appendix D (Category Descriptions), that can support more than 10 million SMS outbound text messages per month in English and translated, at a minimum, in eleven (11) different languages with archival retention of at least two (2) years with 24/7 support in the U.S. One (1) of these three (3) contracts must be with a U.S. public entity client. The vendor must also provide written confirmation that their team consists exclusively of US-based resources. | ☐ | ☐ |

# REQUIRED FORMS – EXHIBIT 7A

## DATA NETWORK SERVICES – LIST OF REFERENCES

**Vendor's Name:** Click or tap here to enter text.

Vendor's List of References will be used for review (or evaluation) purposes and to validate Vendor meets the Minimum Mandatory Requirements (MMRs) stated in the RFSQ. At least one (1) of the Vendors references provided in Exhibit 8 (List of References) must be responsive and validate that the Vendor meets the Minimum Mandatory Requirements identified in Paragraph 3.3 and 3.4.

Vendor must provide five (5) references and may also provide three (3) alternate references in the event that a reference is non-responsive. Please note that no more than eight (8) references must be provided. It is the Vendor's responsibility to ensure accuracy of the information provided below.

Vendor **must** confirm the service(s) delivered to **each** reference client. Vendor is not required to provide all of these services for each reference client. In accordance with Appendix D (Category Descriptions), **Data Network Services** includes the following services:

1. MPLS
2. Ethernet
3. Internet access
4. Fiber
5. Cellular data networks
6. Transition
7. Project management
8. Order management
9. Operations
10. Network monitoring
11. Incident management
12. Problem management
13. Change management
14. Capacity management
15. Performance management
16. System maintenance and support
17. Billing

# REQUIRED FORMS – EXHIBIT 7A

## DATA NETWORK SERVICES – LIST OF REFERENCES

| REFERENCES | |
|---|---|
| **REFERENCE 1** | |
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF CLIENT SITES WITHIN THE U.S.: | Click or tap here to enter text. |
| NUMBER OF CLIENT SITES IN CALIFORNIA: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |
| **REFERENCE 3** | |
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF CLIENT SITES WITHIN THE U.S.: | Click or tap here to enter text. |
| NUMBER OF CLIENT SITES IN CALIFORNIA: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

| REFERENCES | |
|---|---|
| **REFERENCE 2** | |
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF CLIENT SITES WITHIN THE U.S.: | Click or tap here to enter text. |
| NUMBER OF CLIENT SITES IN CALIFORNIA: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |
| **REFERENCE 4** | |
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF CLIENT SITES WITHIN THE U.S.: | Click or tap here to enter text. |
| NUMBER OF CLIENT SITES IN CALIFORNIA: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

## REQUIRED FORMS – EXHIBIT 7A

## DATA NETWORK SERVICES – LIST OF REFERENCES

| REFERENCE 5 | |
|---|---|
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF CLIENT SITES WITHIN THE U.S.: | Click or tap here to enter text. |
| NUMBER OF CLIENT SITES IN CALIFORNIA: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

| ALTERNATE REFERENCE 1 | |
|---|---|
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF CLIENT SITES WITHIN THE U.S.: | Click or tap here to enter text. |
| NUMBER OF CLIENT SITES IN CALIFORNIA: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

| ALTERNATE REFERENCE 2 | |
|---|---|
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF CLIENT SITES WITHIN THE U.S.: | Click or tap here to enter text. |
| NUMBER OF CLIENT SITES IN CALIFORNIA: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

| ALTERNATE REFERENCE 3 | |
|---|---|
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF CLIENT SITES WITHIN THE U.S.: | Click or tap here to enter text. |
| NUMBER OF CLIENT SITES IN CALIFORNIA: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

## REQUIRED FORMS – EXHIBIT 7B

## SECURE WEB GATEWAY (SWG) SERVICES – LIST OF REFERENCES

**Vendor's Name:**Click or tap here to enter text.

Vendor's List of References will be used for review (or evaluation) purposes and to validate Vendor meets the Minimum Mandatory Requirements (MMRs) stated in the RFSQ. At least one (1) of the Vendors references provided in Exhibit 8 (List of References) must be responsive and validate that the Vendor meets the Minimum Mandatory Requirements identified in Paragraph 3.3 and 3.4.

Vendor must provide five (5) references and may also provide three (3) alternate references in the event that a reference is non-responsive. Please note that no more than eight (8) references must be provided. It is the Vendor's responsibility to ensure accuracy of the information provided below.

Vendor **must** confirm the service(s) delivered to **each** reference client. Vendor is not required to provide all of these services for each reference client. In accordance with Appendix D (Category Descriptions), **SWG Services** includes the following services:

1. SWG general security management
2. SWG security policy compliance
3. SWG URL filtering
4. SWG options – on-premise
5. SWG options – SWG cloud
6. SWG options – SWG hybrid
7. URL filtering
8. Signature-based malware detection
9. Mobile access – Window OS
10. Mobile access – OS X Macbooks
11. Mobile access – Apple iOS
12. Mobile access – Android
13. SSL/TLS decryption
14. Advanced threat defense sandboxing
15. SWG traffic analysis
16. Application control
17. Data loss prevention (DLP) support
18. Bandwidth management
19. Service integration
20. Management and security
21. Proof of concept
22. SWG transition
23. SWG project management
24. SWG order management
25. SWG operations
26. SWG monitoring
27. SWG incident management
28. SWG problem management
29. SWG capacity management
30. SWG performance management
31. SWG billing

# REQUIRED FORMS – EXHIBIT 7B

## SECURE WEB GATEWAY (SWG) SERVICES – LIST OF REFERENCES

| REFERENCES | |
|---|---|
| **REFERENCE 1** | |
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF SITES IN THE U.S.: | Click or tap here to enter text. |
| NUMBER OF USERS IN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |
| **REFERENCE 3** | |
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF SITES IN THE U.S.: | Click or tap here to enter text. |
| NUMBER OF USERS IN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

| REFERENCES | |
|---|---|
| **REFERENCE 2** | |
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF SITES IN THE U.S.: | Click or tap here to enter text. |
| NUMBER OF USERS IN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |
| **REFERENCE 4** | |
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF SITES IN THE U.S.: | Click or tap here to enter text. |
| NUMBER OF USERS IN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

# REQUIRED FORMS – EXHIBIT 7B

## SECURE WEB GATEWAY (SWG) SERVICES – LIST OF REFERENCES

| REFERENCE 5 | |
|---|---|
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF SITES IN THE U.S.: | Click or tap here to enter text. |
| NUMBER OF USERS IN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

| ALTERNATE REFERENCE 1 | |
|---|---|
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF SITES IN THE U.S.: | Click or tap here to enter text. |
| NUMBER OF USERS IN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

| ALTERNATE REFERENCE 2 | |
|---|---|
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF SITES IN THE U.S.: | Click or tap here to enter text. |
| NUMBER OF USERS IN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

| ALTERNATE REFERENCE 3 | |
|---|---|
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF SITES IN THE U.S.: | Click or tap here to enter text. |
| NUMBER OF USERS IN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

# REQUIRED FORMS – EXHIBIT 7C

## UNIFIED COMMUNICATIONS (UC) CLOUD VOIP SERVICES – LIST OF REFERENCES

**Vendor's Name:** Click or tap here to enter text.

Vendor's List of References will be used for review (or evaluation) purposes and to validate Vendor meets the Minimum Mandatory Requirements (MMRs) stated in the RFSQ. At least one (1) of the Vendors references provided in Exhibit 8 (List of References) must be responsive and validate that the Vendor meets the Minimum Mandatory Requirements identified in Paragraph 3.3 and 3.4.

Vendor must provide five (5) references and may also provide three (3) alternate references in the event that a reference is non-responsive. Please note that no more than eight (8) references must be provided. It is the Vendor's responsibility to ensure accuracy of the information provided below.

Vendor **must** confirm the service(s) delivered to **each** reference client. Vendor is not required to provide all of these services for each reference client. In accordance with Appendix D (Category Descriptions), **Unified Communications (UC) Cloud VoIP Services** includes the following services:

1. Endpoints (desk phones and softphones)
2. Voicemail
3. Conferencing
4. Call routing
5. Security
6. System management tools
7. Training
8. Transition
9. Project management
10. Order management
11. Operations – cloud VoIP platform
12. Incident management
13. Problem management
14. Change management
15. Performance management
16. System maintenance and support
17. Billing

# REQUIRED FORMS – EXHIBIT 7C

## UNIFIED COMMUNICATIONS (UC) CLOUD VOIP SERVICES – LIST OF REFERENCES

| REFERENCES | |
|---|---|
| **REFERENCE 1** | |
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF PHONES WITHIN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |
| **REFERENCE 3** | |
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF PHONES WITHIN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

| REFERENCES | |
|---|---|
| **REFERENCE 2** | |
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF PHONES WITHIN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |
| **REFERENCE 4** | |
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF PHONES WITHIN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

## REQUIRED FORMS – EXHIBIT 7C

## UNIFIED COMMUNICATIONS (UC) CLOUD VOIP SERVICES – LIST OF REFERENCES

| REFERENCE 5 | |
|---|---|
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF PHONES WITHIN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

| ALTERNATE REFERENCE 1 | |
|---|---|
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF PHONES WITHIN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

| ALTERNATE REFERENCE 2 | |
|---|---|
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| NUMBER OF PHONES WITHIN THE U.S.: | Click or tap here to enter text. |
| NUMBER OF PHONES WITHIN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

| ALTERNATE REFERENCE 3 | |
|---|---|
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF PHONES WITHIN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

# REQUIRED FORMS – EXHIBIT 7D

## CLOUD CONTACT CENTER SERVICES – LIST OF REFERENCES

**Vendor's Name:**Click or tap here to enter text.

Vendor's List of References will be used for review (or evaluation) purposes and to validate Vendor meets the Minimum Mandatory Requirements (MMRs) stated in the RFSQ. At least one (1) of the Vendors references provided in Exhibit 8 (List of References) must be responsive and validate that the Vendor meets the Minimum Mandatory Requirements identified in Paragraph 3.3 and 3.4.

Vendor must provide five (5) references and may also provide three (3) alternate references in the event that a reference is non-responsive. Please note that no more than eight (8) references must be provided. It is the Vendor's responsibility to ensure accuracy of the information provided below.

Vendor **must** confirm the service(s) delivered to **each** reference client. Vendor is not required to provide all of these services for each reference client. In accordance with Appendix D (Category Descriptions), **Cloud Contact Center Services** includes the following services:

1. Endpoints (desk phones and softphones)
2. Voicemail
3. Automated call distribution (ACD)
4. Interactive voice response (IVR)
5. Computer telephony integration (CTI)
6. Inbound email routing
7. Outbound dialer
8. Outbound email routing
9. Outbound SMS routing web chat routing
10. Security
11. Supervisor desktop tools
12. System management tools
13. Training
14. Transition
15. Project management
16. Order management
17. Operations – cloud contact center platform
18. Incident management
19. Problem management
20. Change management
21. Performance management
22. System maintenance and support
23. Billing

# REQUIRED FORMS – EXHIBIT 7D

## CLOUD CONTACT CENTER SERVICES – LIST OF REFERENCES

| REFERENCES | |
|---|---|
| **REFERENCE 1** | |
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF CALL TAKERS WITHIN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |
| **REFERENCE 3** | |
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF CALL TAKERS WITHIN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

| REFERENCES | |
|---|---|
| **REFERENCE 2** | |
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF CALL TAKERS WITHIN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |
| **REFERENCE 4** | |
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF CALL TAKERS WITHIN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

# REQUIRED FORMS – EXHIBIT 7D

## CLOUD CONTACT CENTER SERVICES – LIST OF REFERENCES

| REFERENCE 5 | |
|---|---|
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF CALL TAKERS WITHIN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

| ALTERNATE REFERENCE 1 | |
|---|---|
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF CALL TAKERS WITHIN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

| ALTERNATE REFERENCE 2 | |
|---|---|
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF CALL TAKERS WITHIN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

| ALTERNATE REFERENCE 3 | |
|---|---|
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF CALL TAKERS WITHIN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

# REQUIRED FORMS – EXHIBIT 7E

## LEGACY SERVICES – LIST OF REFERENCES

**Vendor's Name:**Click or tap here to enter text.

Vendor's List of References will be used for review (or evaluation) purposes and to validate Vendor meets the Minimum Mandatory Requirements (MMRs) stated in the RFSQ. At least one (1) of the Vendors references provided in Exhibit 8 (List of References) must be responsive and validate that the Vendor meets the Minimum Mandatory Requirements identified in Paragraph 3.3 and 3.4.

Vendor must provide five (5) references and may also provide three (3) alternate references in the event that a reference is non-responsive. Please note that no more than eight (8) references must be provided. It is the Vendor's responsibility to ensure accuracy of the information provided below.

Vendor **must** confirm the service(s) delivered to **each** reference client. Vendor is not required to provide all of these services for each reference client. In accordance with Appendix D (Category Descriptions), **Legacy Services** includes the following services:

1. Voice services
2. Calling services
3. Data services
4. Cellular data services
5. Transition
6. Project management
7. Order management
8. Operations
9. Incident management
10. Problem management
11. Change management
12. Performance management
13. Billing

# REQUIRED FORMS – EXHIBIT 7E

## LEGACY SERVICES – LIST OF REFERENCES

| REFERENCES | |
|---|---|
| **REFERENCE 1** | |
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF LEGACY SERVICE LINES, OR LEGACY CIRCUITS, OR COMBINATION OF LEGACY LINES AND LEGACY CIRCUITS IN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |
| **REFERENCE 3** | |
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF LEGACY SERVICE LINES, OR LEGACY CIRCUITS, OR COMBINATION OF LEGACY LINES AND LEGACY CIRCUITS IN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

| REFERENCES | |
|---|---|
| **REFERENCE 2** | |
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF LEGACY SERVICE LINES, OR LEGACY CIRCUITS, OR COMBINATION OF LEGACY LINES AND LEGACY CIRCUITS IN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |
| **REFERENCE 4** | |
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF LEGACY SERVICE LINES, OR LEGACY CIRCUITS, OR COMBINATION OF LEGACY LINES AND LEGACY CIRCUITS IN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

# REQUIRED FORMS – EXHIBIT 7E

## LEGACY SERVICES – LIST OF REFERENCES

| REFERENCE 5 | |
|---|---|
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF LEGACY SERVICE LINES, OR LEGACY CIRCUITS, OR COMBINATION OF LEGACY LINES AND LEGACY CIRCUITS IN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

| ALTERNATE REFERENCE 1 | |
|---|---|
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF LEGACY SERVICE LINES, OR LEGACY CIRCUITS, OR COMBINATION OF LEGACY LINES AND LEGACY CIRCUITS IN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

| ALTERNATE REFERENCE 2 | |
|---|---|
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF LEGACY SERVICE LINES, OR LEGACY CIRCUITS, OR COMBINATION OF LEGACY LINES AND LEGACY CIRCUITS IN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

| ALTERNATE REFERENCE 3 | |
|---|---|
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF LEGACY SERVICE LINES, OR LEGACY CIRCUITS, OR COMBINATION OF LEGACY LINES AND LEGACY CIRCUITS IN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

# REQUIRED FORMS – EXHIBIT 7F

## SMS OUTBOUND TEXT MESSAGE SOLUTION – LIST OF REFERENCES

**Vendor's Name:**Click or tap here to enter text.

Vendor's List of References will be used for review (or evaluation) purposes and to validate Vendor meets the Minimum Mandatory Requirements (MMRs) stated in the RFSQ. At least one (1) of the Vendors references provided in Exhibit 8 (List of References) must be responsive and validate that the Vendor meets the Minimum Mandatory Requirements identified in Paragraph 3.3 and 3.4.

Vendor must provide five (5) references and may also provide three (3) alternate references in the event that a reference is non-responsive. Please note that no more than eight (8) references must be provided. It is the Vendor's responsibility to ensure accuracy of the information provided below.

Vendor **must** confirm the service(s) delivered to **each** reference client. Vendor is not required to provide all of these services for each reference client. In accordance with Appendix D (Category Descriptions), **SMS Outbound Text Message Solution** includes the following services:

1. End-to-end delivery of SMS including API native integration
2. Delivery exception reporting
3. Integrated advanced analytics
4. Metering of SMS messages to adapt to allowed capacity and compliance needs for multiple levels
5. Fully integrated managed service of the campaign manager and carrier platform, including level 1 support
6. SMS maintenance
7. Return receipt confirmation for each message sent
8. Two (2) short code for message delivery
9. Project management
10. Order management
11. Operations
12. Incident management
13. Problem management
14. Change management
15. Performance management
16. Billing

# REQUIRED FORMS – EXHIBIT 7F

## SMS OUTBOUND TEXT MESSAGE SOLUTION – LIST OF REFERENCES

| REFERENCES | |
|---|---|
| **REFERENCE 1** | |
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates): | Click or tap here to enter text. |
| NUMBER OF SMS OUTBOUND TEXT MESSAGES PER MONTH IN ENGLISH: | Click or tap here to enter text. |
| NUMBER OF DIFFERENT LANGUAGES TRANSLATED TO FOR THOSE MESSAGES PER MONTH: | Click or tap here to enter text. |
| NUMBER OF YEARS OF ARCHIVAL RETENTION WITH 24/7 SUPPORT IN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |
| **REFERENCE 3** | |
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF SMS OUTBOUND TEXT MESSAGES PER MONTH IN ENGLISH: | Click or tap here to enter text. |
| NUMBER OF DIFFERENT LANGUAGES TRANSLATED TO FOR THOSE MESSAGES PER MONTH: | Click or tap here to enter text. |
| NUMBER OF YEARS OF ARCHIVAL RETENTION WITH 24/7 SUPPORT IN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

| REFERENCES | |
|---|---|
| **REFERENCE 2** | |
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates): | Click or tap here to enter text. |
| NUMBER OF SMS OUTBOUND TEXT MESSAGES PER MONTH IN ENGLISH: | Click or tap here to enter text. |
| NUMBER OF DIFFERENT LANGUAGES TRANSLATED TO FOR THOSE MESSAGES PER MONTH: | Click or tap here to enter text. |
| NUMBER OF YEARS OF ARCHIVAL RETENTION WITH 24/7 SUPPORT IN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |
| **REFERENCE 4** | |
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF SMS OUTBOUND TEXT MESSAGES PER MONTH IN ENGLISH: | Click or tap here to enter text. |
| NUMBER OF DIFFERENT LANGUAGES TRANSLATED TO FOR THOSE MESSAGES PER MONTH: | Click or tap here to enter text. |
| NUMBER OF YEARS OF ARCHIVAL RETENTION WITH 24/7 SUPPORT IN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

# REQUIRED FORMS – EXHIBIT 7F

## SMS OUTBOUND TEXT MESSAGE SOLUTION – LIST OF REFERENCES

| REFERENCE 5 | |
|---|---|
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF SMS OUTBOUND TEXT MESSAGES PER MONTH IN ENGLISH: | Click or tap here to enter text. |
| NUMBER OF DIFFERENT LANGUAGES TRANSLATED TO FOR THOSE MESSAGES PER MONTH: | Click or tap here to enter text. |
| NUMBER OF YEARS OF ARCHIVAL RETENTION WITH 24/7 SUPPORT IN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

| ALTERNATE REFERENCE 1 | |
|---|---|
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF SMS OUTBOUND TEXT MESSAGES PER MONTH IN ENGLISH: | Click or tap here to enter text. |
| NUMBER OF DIFFERENT LANGUAGES TRANSLATED TO FOR THOSE MESSAGES PER MONTH: | Click or tap here to enter text. |
| NUMBER OF YEARS OF ARCHIVAL RETENTION WITH 24/7 SUPPORT IN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

| ALTERNATE REFERENCE 2 | |
|---|---|
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF SMS OUTBOUND TEXT MESSAGES PER MONTH IN ENGLISH: | Click or tap here to enter text. |
| NUMBER OF DIFFERENT LANGUAGES TRANSLATED TO FOR THOSE MESSAGES PER MONTH: | Click or tap here to enter text. |
| NUMBER OF YEARS OF ARCHIVAL RETENTION WITH 24/7 SUPPORT IN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

| ALTERNATE REFERENCE 3 | |
|---|---|
| AGENCY/DEPT: | Click or tap here to enter text. |
| PUBLIC ENTITY (Y/N?): | Click or tap here to enter text. |
| SERVICE(S) – list applicable services as described above: | Click or tap here to enter text. |
| CONTRACT TERM (include start and end dates or length of term): | Click or tap here to enter text. |
| NUMBER OF SMS OUTBOUND TEXT MESSAGES PER MONTH IN ENGLISH: | Click or tap here to enter text. |
| NUMBER OF DIFFERENT LANGUAGES TRANSLATED TO FOR THOSE MESSAGES PER MONTH: | Click or tap here to enter text. |
| NUMBER OF YEARS OF ARCHIVAL RETENTION WITH 24/7 SUPPORT IN THE U.S.: | Click or tap here to enter text. |
| CONTACT: | Click or tap here to enter text. |
| TELEPHONE: | Click or tap here to enter text. |
| E-MAIL: | Click or tap here to enter text. |

## REQUIRED FORMS – EXHIBIT 8

## CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code Section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than $500 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

**State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.**

**You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.**

**An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.**

***This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice****. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.*

## REQUIRED FORMS – EXHIBIT 8

## CONTRIBUTION AND AGENT DECLARATION FORM

*Complete each section below. State "none" if applicable.*

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:
Click or tap here to enter text.

   a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: Click or tap here to enter text.

   b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months: Click or tap here to enter text.

   c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:
   Click or tap here to enter text.

**[IF A COMPANY, ANSWER QUESTIONS 2 - 3]**

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

   a) Parent(s):
   Click or tap here to enter text.

   b) Subsidiaries:
   Click or tap here to enter text.

   c) Related Business Entities:
   Click or tap here to enter text.

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

Click or tap here to enter text.

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

Click or tap here to enter text.

## REQUIRED FORMS – EXHIBIT 8

## CONTRIBUTION AND AGENT DECLARATION FORM

5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

   *(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

   Click or tap here to enter text.

6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

   Click or tap here to enter text.

B. CONTRIBUTIONS

1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

| **Date** (contribution solicited, or directed) | **Recipient Name** (elected official) | **Amount** |
|---|---|---|
| Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |

*Please attach an additional page, if necessary.

2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

| **Date** (contribution made) | **Name** (of the contributor) | **Recipient Name** (elected official) | **Amount** |
|---|---|---|---|
| Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |

*Please attach an additional page, if necessary.

## REQUIRED FORMS – EXHIBIT 8

## CONTRIBUTION AND AGENT DECLARATION FORM

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are Click or tap here to enter text. additional pages attached to this Contribution Declaration Form.

**COMPANY BIDDERS OR APPLICANTS**

I, Click or tap here to enter text. (Authorized Representative), on behalf of Click or tap here to enter text.(Declarant Company), at which I am employed as Click or tap here to enter text. (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

**IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

| | |
|---|---|
| ______________________________ | Click or tap here to enter text. |
| Signature | Date |

**REQUIRED FORMS – EXHIBIT 8**

**CONTRIBUTION AND AGENT DECLARATION FORM**

## INDIVIDUAL BIDDERS OR APPLICANTS

I, Click or tap here to enter text., declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

**IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

| | |
|---|---|
| ________________________________ | Click or tap here to enter text. |
| Signature | Date |

## REQUIRED FORMS – EXHIBIT 9

## DECLARATION

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-11 IS TRUE AND CORRECT.**

| | |
|---|---|
| PRINT NAME:<br>Click or tap here to enter text. | TITLE:<br>Click or tap here to enter text. |
| SIGNATURE: | DATE:<br>Click or tap here to enter text. |

# APPENDIX B.1 - REQUIRED FORMS
# FOR
# INCUMBENT CONTRACTORS

**Exhibits**

1 Organization Questionnaire/Affidavit

3 Request for Preference Consideration

5 Community Business Enterprise (CBE) Information (Excel Worksheet)

8 Contribution and Agent Declaration Form

9 Declaration

## REQUIRED FORMS – EXHIBIT 1

## ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

| | |
|---|---|
| **Vendor's Name:** Click or tap here to enter text. | **County Webven Number:** Click or tap here to enter text. |
| **Address:** Click or tap here to enter text. | |
| **Telephone Number:** Click or tap here to enter text. | **Email:** Click or tap here to enter text. |
| **Internal Revenue Service Employer Identification Number:** Click or tap here to enter text. | **California Business License Number:** Click or tap here to enter text. |
| **Unique Entity Identifier (UEI):** Click or tap here to enter text. | |

| | | |
|---|---|---|
| 1 | Select the option that best defines your firm's business structure:<br><br>☐ Corporation<br>☐ Limited Liability Company (LLC)<br>☐ Limited Partnership<br>☐ Sole Proprietorship<br>☐ Non-Profit<br>☐ Franchise<br>☐ Other (Specify) | **If Corporation or Limited Liability Company (LLC):**<br>Legal Name (as stated in Articles of Incorporation): Click or tap here to enter text.<br>State of Incorporation: Click or tap here to enter text.<br>Year of Incorporation: Click or tap here to enter text.<br><br>**If Limited Partnership or a Sole Proprietorship:**<br>Name of proprietor or managing partner: Click or tap here to enter text.<br><br>**If other:** Specify business structure name: Click or tap here to enter text. |
| 2 | Is your firm doing business under one or more DBA's**?**<br><br>☐ Yes ☐ No | Name: Click or tap here to enter text.<br><br>Country of Registration: Click or tap here to enter text.<br><br>Year became DBA: Click or tap here to enter text. |
| 3 | Is your firm wholly/majority owned by, or a subsidiary of another firm?<br><br>☐ Yes ☐ No | If yes, indicate name of Parent Firm and State of Incorporation.<br><br>Name of Parent Firm: Click or tap here to enter text.<br><br>State of Incorporation or registration of parent firm: Click or tap here to enter text. |
| 4 | Has your firm done business under other names within last five (5) years?<br><br>☐ Yes ☐ No | If yes, indicate any other names and the year of name change.<br><br>Name(s): Click or tap here to enter text.<br><br>Year(s) of Name Change: Click or tap here to enter text. |

# REQUIRED FORMS – EXHIBIT 1

## ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

| | | |
|---|---|---|
| 5 | List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE". | Click or tap here to enter text. |
| 6 | Is your firm involved in any pending acquisition or mergers?<br><br>☐ Yes ☐ No | If yes, please provide additional information regarding the pending merger.<br><br>Click or tap here to enter text. |
| 7 | List all names and contact information of all individuals legally authorized to commit the Vendor. | Name: Click or tap here to enter text.<br>Title: Click or tap here to enter text.<br>Phone: Click or tap here to enter text.<br>Email: Click or tap here to enter text.<br><br>Name: Click or tap here to enter text.<br>Title: Click or tap here to enter text.<br>Phone: Click or tap here to enter text.<br>Email: Click or tap here to enter text.<br><br>Name: Click or tap here to enter text.<br>Title: Click or tap here to enter text.<br>Phone: Click or tap here to enter text.<br>Email: Click or tap here to enter text. |

**REQUIRED FORMS – EXHIBIT 3**

**REQUEST FOR PREFERENCE CONSIDERATION**

**INSTRUCTIONS**: Vendors requesting preference consideration must complete and include this form in their SOQ. Vendors may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles . Please reference your Certification Letter issued by the County to determine Federal/Non-Federal preference eligibility.**

| ☐ **PREFERENCE NOT REQUESTED** |
|---|

**OR**

| ☐ **PREFERENCE REQUESTED (SELECT ALL THAT APPLY)** | | |
|---|---|---|
| **Preference Program** | | **Reference** |
| ☐ | Request for Local Small Business Enterprise (LSBE) Program Preference<br>☐ Certification for Non-Federally Funded County Solicitations<br>☐ Certification for Federally Funded County Solicitations | LACC 2.204 |
| ☐ | Request for Social Enterprise (SE) Program Preference<br>☐ Certification for Non-Federally Funded County Solicitations<br>☐ Certification for Federally Funded County Solicitations | LACC 2.205 |
| ☐ | Request for Disabled Veterans Business Enterprise (DVBE) Program Preference | LACC 2.211 |

**Note: In no instance should any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) in response to any county solicitation.**

## REQUIRED FORMS – EXHIBIT 5

## COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

Refer to Excel Worksheet

## REQUIRED FORMS – EXHIBIT 8

## CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code Section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than $500 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

**State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.**

**You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.**

**An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.**

***This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice****. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.*

HOA.104008393.4

## REQUIRED FORMS – EXHIBIT 8

## CONTRIBUTION AND AGENT DECLARATION FORM

*Complete each section below. State "none" if applicable.*

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:
Click or tap here to enter text.

   a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: Click or tap here to enter text.

   b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months: Click or tap here to enter text.

   c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:
   Click or tap here to enter text.

**[IF A COMPANY, ANSWER QUESTIONS 2 - 3]**

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

   a) Parent(s):
   Click or tap here to enter text.

   b) Subsidiaries:
   Click or tap here to enter text.

   c) Related Business Entities:
   Click or tap here to enter text.

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

Click or tap here to enter text.

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

Click or tap here to enter text.

## REQUIRED FORMS – EXHIBIT 8

## CONTRIBUTION AND AGENT DECLARATION FORM

5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

   *(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

   Click or tap here to enter text.

6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

   Click or tap here to enter text.

B. CONTRIBUTIONS

1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

| **Date** (contribution solicited, or directed) | **Recipient Name** (elected official) | **Amount** |
|---|---|---|
| Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |

*Please attach an additional page, if necessary.

2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

| **Date** (contribution made) | **Name** (of the contributor) | **Recipient Name** (elected official) | **Amount** |
|---|---|---|---|
| Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |

*Please attach an additional page, if necessary.

# CONTRIBUTION AND AGENT DECLARATION FORM

## C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are Click or tap here to enter text. additional pages attached to this Contribution Declaration Form.

**COMPANY BIDDERS OR APPLICANTS**

I, Click or tap here to enter text. (Authorized Representative), on behalf of Click or tap here to enter text.(Declarant Company), at which I am employed as Click or tap here to enter text. (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

**IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

______________________________________ Click or tap here to enter text.

Signature Date

# REQUIRED FORMS – EXHIBIT 8

## CONTRIBUTION AND AGENT DECLARATION FORM

### INDIVIDUAL BIDDERS OR APPLICANTS

I, Click or tap here to enter text., declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

**IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

| | |
|---|---|
| ______________________________ | Click or tap here to enter text. |
| Signature | Date |

# REQUIRED FORMS – EXHIBIT 9

## DECLARATION

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-11 IS TRUE AND CORRECT.**

**BY SUBMITTING A NEW SET OF FORMS, YOUR COMPANY ACKNOWLEDGES AND CERTIFIES COMPLIANCE AND WILL CONTINUE TO MEET THE MINIMUM MANDATORY REQUIREMENTS FOR SPECIFIC SERVICE CATEGORIES SET FORTH IN APPENDIX D (CATEGORY DESCRIPTIONS) OF THE RFSQ FOR WHICH YOUR COMPANY IS CURRENTLY QUALIFIED.**

| | |
|---|---|
| PRINT NAME:<br>Click or tap here to enter text. | TITLE:<br>Click or tap here to enter text. |
| SIGNATURE: | DATE:<br>Click or tap here to enter text. |

# APPENDIX C

**Appendix**

# SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST

***Proposers/Bidders requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.***

| | |
|---|---|
| Proposer/Bidder Name: Click or tap here to enter text. | Date of Request: Click or tap here to enter text. |
| Solicitation Title: Click or tap here to enter text. | Solicitation No.: Click or tap here to enter text. |

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

- ☐ Application of **Minimum Mandatory Requirements**
- ☐ Application of **Business Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses from prospective Proposers/Bidders.

For each area contested, Proposer/Bidder must explain in detail the factual reasons for the requested review. *(Attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal/bid (e.g., letterhead, business card, etc.).)*

Request submitted by:

Name: Click or tap here to enter text. Title: Click or tap here to enter text.

| ***For County use only*** |
|---|
| Date SRR Request: Click or tap here to enter text.<br>Received by County: Click or tap here to enter text.<br>Solicitation Released: Click or tap here to enter text. |

| |
|---|
| Reviewed by: Click or tap here to enter text. |

# TELECOMMUNICATIONS SERVICES

# APPENDICES

## Table of Contents

# APPENDIX D – SERVICE CATEGORY DESCRIPTIONS

# SERVICE CATEGORY DESCRIPTIONS

## 1.0 Category 1 – Data Network Services

The category description in this section describes the scope of services that may be included in Statements of Work (SOWs) potentially awarded in the future for data network services (collectively, "Data Network Services"). Respondents to the RFSQ are expected to demonstrate capability and experience delivering these services.

### 1.1 Data Network Services Objectives

The objective of this RFSQ is to solicit Vendor responses showing capability and experience to deliver:

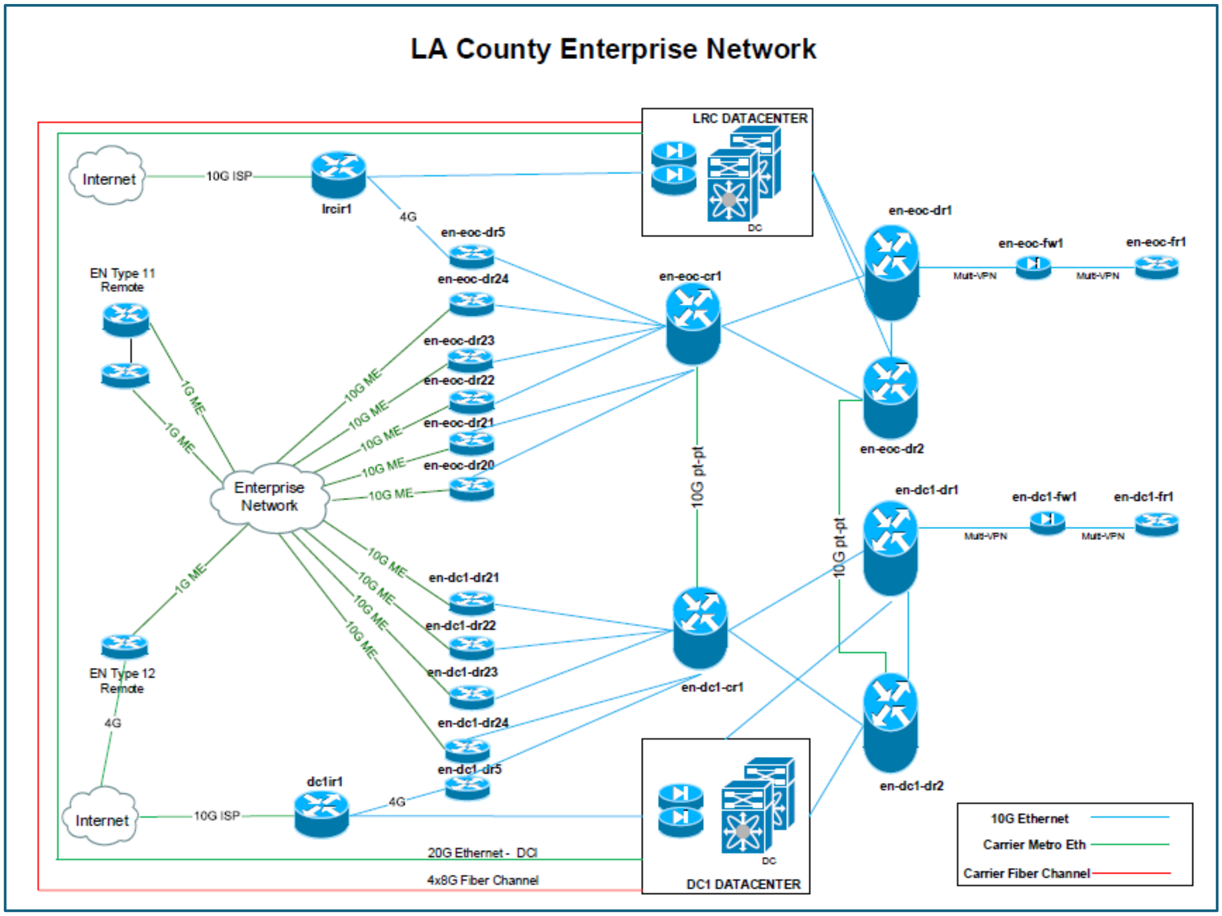
- Provision of Data Network Services
- Establishment of effective Network Management and Governance procedures
- Improvement of County user satisfaction

### 1.2 Data Network Services Requirements

**1.2.1** Current Environment

The County Data Network provides connectivity across over 900 sites in the County. The high level topology diagram is depicted in Figure 1 (Los Angeles County Data Network Topology — High Level View of Future State) below:

**Figure 1. Los Angeles County Data Network Topology — High Level View of Future State**



## 1.3 Future Data Network Requirements

The County will require the following services that are described in greater detail below.

- Ethernet Service
- MPLS (Multi-protocol Label Switching) Service
- Point-to-point T1 Circuits
- Internet Access
- Fiber Services:
  - Dark Fiber Service
  - Lambda Service
  - Fibre Channel Service
- Cellular Data

### 1.3.1 Ethernet Service

Vendor must provide a high-speed, fiber-based, physical layer transport service designed to offer connection at sites to be specified by County. Point-to-point configurations support Ethernet-to-Ethernet (IEEE 802.3z) connections.

Vendor must provide an advanced service offering networking capabilities utilizing Ethernet. This must provide an integrated service consisting of fiber transport connected to an Ethernet device capable of switching and routing with bandwidth ranging from 5 Mbps to 10 Gbps. The service must connect to the Customer's network using a County-owned router. The service must support a logical point-to-point or point-to-multi-point configuration and must enable County to connect locations within a Metropolitan Area Network (MAN) as if they were segments on the same LAN. The service must include the transport from County premises to the Ethernet network, a port on the Ethernet network, and an assigned bandwidth usage which is inclusive of the Committed Information Rate (CIR) and one Ethernet Virtual Connection (EVC).

#### 1.3.1.1 Multiprotocol Label Switching (MPLS) Services

Vendor will provide specified County sites with Vendor's private MPLS transport. Vendor's MPLS transport must provide the widest variety of legacy and next generation access types.

Vendor must describe its MPLS offering, including:

- Geographic and Implementation limitations
- Pricing combines Port and Access charges
- All associated pricing for components
- Service installation intervals

The MPLS service must comply with industry definitions and/or Standards as set by the IETF to include the following features:

- Remote VPN tunneling
- Access to Internet Contractors
- VPN management
- Encryption
- Authentication
- Firewall features
- Multicast

**1.3.2** Point-to-Point T1 Circuits

The County may require point-to-point T1 Circuits between any two points in the County.

**1.3.3** Internet Access

The County may require direct Internet Access from any site. This service delivery may require Service Levels that would be defined in potential future SOWs.

**1.3.4** Fiber Services

**Dark Fiber Service**

The Dark Fiber Service will provide a fiber optic link between the two County ISD Data Centers. ISD will be responsible for the installation and maintenance of all associated customer premises equipment (CPE).

**Lambda Service**

The Lambda Service will provide a given wavelength in a wavelength-division multiplexing fiber optic link between the ISD data centers. This service will include the lease and maintenance of all necessary CPE.

**Fibre Channel Service**

Fibre Channel Service will provide a high-speed network link at data rates up to 64 gigabit per second rates, to connect two ISD data center SAN storage infrastructure. This service will include the lease and maintenance of all necessary CPE.

**1.3.5** Cellular Data Service

Cellular data access services would be provided across the County.

## 1.4 Data Network Services Level Requirements

Specific Service Level Requirements will be defined in potential future SOWs. In general, the County may require the following Data Network Services requirements:

- **Private Network —** The County network must not use the public Internet as transport for information between County locations. Vendor must specify all transport medium and technologies in the network design.
- **Virtual Private Network (VPN) —** VPNs are defined as customer IP domains separated logically on a common network infrastructure. The network must support a minimum of 100 VPNs with availability to all VPNs at all County locations. Unicast IP communication between VPNs that are not designated as shared services VPNs will be protected by Firewalls.
- **Shared Services VPN —** The network must support shared services VPNs in which multiple customer VPNs have access to common resources within the shared services VPN, however the shared services VPN must not permit data transit between customer VPNs.
- **Layer 2 Protocol Support —** The network must support Layer 2 connectivity over single broadcast domains between geographically dispersed locations on the network. Layer 2 protocol support across the network must be highly reliable and fully redundant with automatic recovery of a failure.
- **Multicast IP Service Support —** The network must support multicast IP services across the network. The multicast services must be highly reliable and fully redundant with automatic recovery of a failure. The multicast IP service must support multicast streams within a customer VPN and multicast streams that serve multiple customer VPNs.
- **Voice over IP (VoIP) Support —** The network must support VoIP signaling and real-time traffic across the network. The network must be capable of delivering carrier-class telephony service for County VoIP customers by meeting minimum VoIP requirements.
- **Maximum Transport Unit (MTU**) **—** The network must support end-to-end customer application packets with a MTU size of 1600 bytes without fragmentation.
- **Network Clock Synchronization —** The network devices must be synchronized from the master clock. The network devices must be able to accept clocking from one interface and distribute clocking to other interfaces.
- **IPv6 Capability —** The network must have the capability to transport IPv6 customer applications across the network. The network must have the capability to fully migrate to IPv6) when commercially available from Vendor.

## 1.5 Data Network Services Roles and Responsibilities

The Vendor should demonstrate the capability and experience to deliver the following Data Network Services to locations that the County will specify:

- Transition Management
- Project Management
- Order Management
- Operations
- Monitoring
- Incident Management
- Problem Management
- Change Management
- Capacity Management
- Performance Management
- Billing

### 1.5.1 Transition Management

Transition management will need be performed at a specified County site upon the County's request to deliver services. Transition planning includes all activities required to develop a Transition Plan with input and agreement from all stakeholders. At the completion of Transition planning, a detailed schedule, with identified resources for all tasks will be delivered by Vendor and signed off on by County. In addition, Key Personnel from County, Vendor, and current service contractors will be named, with a documented Project status process.

Vendor should demonstrate capability and experience of managing Transition in a multiple provider environment.

### 1.5.2 Project Management

Project management roles and responsibilities will include management of projects such as life cycle refresh at sites, deployment of equipment at a new site, and equipment deployment associated with business activities such as business acquisitions or divestitures.

### 1.5.3 Order Management

Order Management includes the ordering of services from initiation to finalization. This will include the following activities:

- Service Request processing intervals
- Service Price Quote
- Implementation
- Cancellation of Service Request
- Emergency Service Request
- Service Requests for new or enhanced services
- Acceptance of Services

### 1.5.4 Operations

The Vendor will provide Network Operations Center (“NOC”) services for each site where it is delivering services. The NOC will monitor and provide event detection/correlation and initial incident response processes. In many cases, the NOC is the first detection point for issues within the network environment and must respond accordingly. The NOC staff should be able to quickly assess the event, perform basic troubleshooting, and escalate to an appropriate third-party vendor for higher level technical issues.

### 1.5.5 Network Monitoring

Network Monitoring will include monitoring and measuring the performance of the network across all locations and providing performance report against service-level requirements.

### 1.5.6 Incident Management

Incident Management includes activities associated with troubleshooting and restoring normal service to WAN and Network Security devices at sites where Vendor is delivering services.

Incident Management includes the activities associated with restoring normal service operation as quickly as possible and minimizing the adverse impact on client operations and ensuring that the best possible levels of service quality and availability are maintained.

### 1.5.7 Problem Management

The Problem Management Services focuses on addressing significant and recurring Incidents (as defined by standard ITIL terminology).

Problem Management services diagnose and solve Problems (as defined by standard ITIL terminology) in response to one or more Incidents that have been reported through Incident Management and provide proactive Problem Management to identify and solve Problems and known errors before Incidents occur in the first place, including performing predictive analysis activities and trend analysis, to identify potential future problems, develop recommended mitigation plans, and implement approved corrective mitigation actions and processes.

### 1.5.8 Change Management

Change Management activities ensure that standardized methods and procedures are used for efficient and prompt handling of all changes, in order to minimize the impact of change upon service quality and to improve the day-to-day operations.

Change Management covers all aspects of managing the introduction and implementation of all changes affecting services and in any of the management processes, tools, and methodologies designed and utilized to support the services.

### 1.5.9 Capacity Management

Capacity Management activities are associated with ensuring that the capacity of the service matches the demands of County in the most cost-effective and timely manner. This includes monitoring of performance and throughput, understanding and forecasting demand, developing capacity plans, conducting risk assessments, and executing on capacity plans.

### 1.5.10 Performance Management

Performance Management activities are associated with managing and tuning service components for optimal performance. The process includes monitoring of performance and throughput, assessing results, conducting trending analysis, and recommending and performing tuning activities.

### 1.5.11 Billing

Billing addresses the delivery of invoices and detailed billing data to the County. The County's intention is for Vendor to provide a single invoice to County for all services centrally, however, the County reserves the right to require the Vendor to provide invoices directly to County departments.

Billing Activities include:

- Interface with Telecommunications Expense Management System
- Billing Process
- Invoice Format
- Billing Management
- Rate Validation/Invoice Accuracy
- Billing Adjustments

## 2.0 Category 2 — Secure Web Gateway (SWG) Services

The category description in this section describes the scope of services that may be included in Statements of Work (SOWs) potentially awarded in the future for SWG services (collectively, "Secure Web Gateway (SWG) Services"). Respondents to the RFSQ are expected to demonstrate capability and experience delivering these services.

### 2.1 SWG Management Services Objectives

The objective of this RFSQ is to solicit Vendor responses showing capability and experience to deliver:

- Provision of SWG Services
- Establishment of effective SWG Management and Governance procedures
- Improvement of County's user satisfaction

### 2.2 SWG Options

The Vendor will be responsible for Provisioning new SWG services either through an on-premises solution, through a cloud-based solution, or through a hybrid solution. The County defines these three different solutions below. The County has a preference for a Cloud-based SWG solution.

### 2.3 On-premises SWG

For any on-premises solution, the Vendor will either own all new SWG equipment or will lease such equipment to County. The Vendor will also arrange for a SWG maintenance agreement for new equipment, and the cost of SWG maintenance will be included in the monthly lease. The Vendor must be able to transfer the equipment lease and the maintenance contract to County at the end of the Vendor contract.

An on-premises SWG appliance can be implemented as a proxy or as an in-line transparent bridge. A key advantage of the proxy approach is that proxy appliances can hand off content (via the Internet Content Adaptation Protocol [ICAP]) to other security components for further inspection. For example, it is common for enterprises to integrate data loss prevention (DLP) sensors with their proxies. A key advantage of the in-line transparent bridge approach is that these appliances see traffic across all ports and protocols, which aids in malware detection and blocking.

### 2.4 Cloud SWG

The Cloud SWG will connect remote and main offices to a cloud-based SWG service. Supporting mobile devices presents additional challenges.

The two biggest technical challenges in adopting a cloud-based SWG service are traffic redirection and authentication. Traffic from the office must be redirected to the cloud-based SWG service, and users must be authenticated by the service.

## 2.5 Hybrid SWG

Hybrid SWG solutions consist of a combination of on-premises appliances and cloud-based services. With a hybrid environment, these two approaches should be tightly integrated.

## 2.6 Features

Many vendors have implemented SWG features differently, depending upon whether the SWG is an on-premises appliance or a cloud service.

### 2.6.1 URL Filtering

URL filtering is a mature feature in SWG products and services. URL categorization lists are highly accurate, whether the list is owned by the SWG vendor or whether it is licensed from a third party.

An advanced feature is the ability to dynamically classify uncategorized websites. For example, if a user visits a website that is “unknown” (typically a newly registered site or a little-known site with limited traffic), the SWG should be able to dynamically categorize the site in real time (for example, “sports,” “news” or other). Many solutions will only apply this feature to categories that are usually blocked (for example, “pornography,” “gambling,” “hate,” etc.). However, more advanced solutions apply this feature to all categories. The ability to detect proxy anonymizer services is another key differentiator.

### 2.6.2 Signature-Based Malware Detection

Signature-based virus detection is useful for low-latency blocking of known malware. To maximize protection, it is best to use a different set of signatures on the SWG than on the desktop. Other techniques include static analysis of web content (sometimes known as browser code emulation), and reputation-based analysis.

### 2.6.3 Mobility

The two biggest technical challenges in supporting off-SWG mobile devices are traffic redirection and authentication. Traffic from the mobile device must be redirected to the cloud-based SWG service, and users must be authenticated by the service. The heterogeneous nature of today's mobile platforms (Windows laptops, OS X MacBooks, Apple iOS devices, Android devices) complicates deployments. A vendor's implementation of traffic redirection and authentication is likely to vary from platform to platform. The contractor should address the questions below for each mobile platform (and OS level) that is supported.

### 2.6.4 SSL/TLS Decryption

An increasing share of enterprise SWG traffic is encrypted. SWGs must include the ability to decrypt SSL traffic, apply policies and inspect the decrypted traffic stream to determine if it is linked to malware.

### 2.6.5 Advanced Threat Defense

The ability to detect advanced threats is an optional feature of SWG solutions. The advanced threat defense (ATD) features offered by SWG vendors generally fall into one of two categories: SWG traffic analysis and SWG sandboxing.

### 2.6.6 Sandboxing

SWG automatically feeds suspicious objects to be analyzed in an on-premises sandbox or a cloud-based sandbox.

### 2.6.7 SWG Traffic Analysis

Techniques used to analyze SWG traffic for advanced threats.

### 2.6.8 Application Control

SWGs should be capable of providing control for two categories of applications: client-based applications (for example, Skype, Bit Torrent) and popular web-based social media applications, such as Facebook.

### 2.6.9 Data Loss Prevention (DLP) Support

The contractor is expected to demonstrate a DLP strategy that will be applied to services for the County

### 2.6.10 Bandwidth Management

SWGs that are implemented as in-line transparent bridges have the ability to shape bandwidth for all ports and protocols. What is the flexibility of bandwidth control policies?

## 2.7 Service Requirements

The Vendor should demonstrate the capability and experience to deliver the following SWG Management Services and activities.

The Vendor will provide the following SWG Services to all County's locations:

- SWG Transition Management
- SWG Project Management
- Order Management
- SWG Operations
- SWG Monitoring
- SWG Maintenance
- Incident Management
- Problem Management
- Change Management
- SWG Capacity Management
- SWG Performance Management
- SWG General Security
- SWG Security Policy Compliance
- SWG URL Filtering
- Billing

The Vendor will be responsible for providing appropriately skilled staffing to meet the SWG Management Services Roles and Responsibilities and Service Levels set forth in this RFSQ.

### **2.7.1** SWG Transition Management

Transition Management would begin as soon as the County and the Vendor enter into an agreement. Transition Management will include the transfer of SWG Management service responsibilities to the Vendor.

### **2.7.2** SWG Project Management

Project Management roles and responsibilities include management of projects such as life cycle refresh at sites, deployment of equipment at a new site, and equipment deployment associated with business activities such as business acquisitions or divestitures.

### **2.7.3** Order Management

Order Management includes the ordering of services from initiation to finalization. This will include the following activities:

- Service Request processing intervals

- Service Price Quote
- Implementation
- Cancellation of Service Request
- Emergency Service Request
- Service Requests for new or enhanced services
- Acceptance of Services

### **2.7.4** SWG Operations

SWG Operations include developing management and operations processes and procedures, managing day-to-day operations and administration, and maintaining the SWG inventory, accounts and audit information.

### **2.7.5** SWG Monitoring

The Vendor will monitor and provide event detection/correlation and initial incident response processes. The Vendor staff should be able to quickly assess the event, perform basic troubleshooting, and escalate to an appropriate third-party vendor for higher level technical issues.

### **2.7.6** SWG Maintenance

The contractor will perform SWG Maintenance including developing the maintenance schedule, performing diagnostics, maintenance and break/fix at defined locations, managing software currency, deployment, and upgrades, and parts management.

### **2.7.7** Incident Management

The Vendor will perform Incident Management which includes activities associated with troubleshooting and restoring normal service to SWG and SWG Security devices.

Incident Management includes the activities associated with restoring normal service operation as quickly as possible and minimizing the adverse impact on client operations and ensuring that the best possible levels of service quality and availability are maintained

### **2.7.8** Problem Management

The Vendor will perform Problem Management which focuses on addressing significant and recurring Incidents.

Problem Management services diagnose and solve Problems in response to one or more Incidents that have been reported through Incident Management and provide proactive Problem Management to identify and solve Problems and known errors before Incidents occur in the first place, including performing predictive analysis activities and trend analysis, to identify potential future problems, develop recommended mitigation plans, and implement approved corrective mitigation actions and processes.

### **2.7.9** Change Management

The Vendor will perform Change Management activities to ensure that standardized methods and procedures are used for efficient and prompt handling of all changes, in order to minimize the impact of change upon service quality and to improve the day-to-day operations.

Change Management covers all aspects of managing the introduction and implementation of all changes affecting services and in any of the management processes, tools, and methodologies designed and utilized to support the services.

### **2.7.10** SWG Capacity Management

The Vendor will perform Capacity Management activities which are associated with ensuring that the capacity of the service matches the demands of County in the most cost-effective and timely manner. This includes monitoring of performance and throughput, understanding and forecasting demand, developing capacity plans, conducting risk assessments, and executing on capacity plans

### **2.7.11** SWG Performance Management

The Vendor will perform Performance Management activities which are associated with managing and tuning service components for optimal performance. The process includes monitoring of performance and throughput, assessing results, conducting trending analysis, and recommending and performing tuning activities.

### **2.7.12** SWG General Security Management

The Vendor will perform General Security activities, including identifying security products, standards, and policies, providing planning, implementation, and evaluation services, and recommending, deploying and managing security tools.

### **2.7.13** SWG Security Policy Compliance

Vendor must provide SWG Security Policy Compliance services in accordance with County policies and standards, responding to change requests and providing evidence of compliance.

### 2.7.14 SWG URL Filtering

Vendor must provide URL Filtering Management Services including firewall configuration management, firewall policy rule design and firewall policy management in compliance with County' policies and standards. SWG URL Filtering apply to all SWGs.

### 2.7.15 SWG Billing

Billing addresses the delivery of invoices and detailed billing data to the County. The County's intention is for Vendor to provide a single invoice to County for all services centrally, however, the County reserves the right to require the Vendor to provide invoices directly to County departments.

Billing Activities include:

- Interface with Telecommunications Expense Management System
- Billing Process
- Invoice Format
- Billing Management
- Rate Validation/Invoice Accuracy
- Billing Adjustments

## 3.0 Category 3 — UC Cloud VoIP Services

The category description in this section describes the scope of services that may be included in Statements of Work (SOWs) potentially awarded in the future for UC Cloud VoIP Services (collectively, "UC Cloud VoIP Services"). Respondents to the RFSQ are expected to demonstrate capability and experience delivering these services.

### 3.1 UC Cloud VoIP Services Objectives

The objective of this RFSQ is to solicit Vendor responses showing capability and experience to deliver:

- Provision of voice services with desktop and handset telephony functionality for up to 30,000 users
- Improvement of County user satisfaction

### 3.2 UC Cloud VoIP Services Requirements

The County requires a Cloud VoIP solution that can support up to 30,000 users in the County. The service must support desk phones, softphones, Wi-Fi Phones, SIP Trunk connectivity to the public switched telephone network (PSTN). The solution must also provide:

- Integrated audio and web conferencing services for handling multiparty conferencing requirements in a multisite environment
- Centralized user interface for moderating, managing and accessing an end user’s conferences via a desktop and web client

In addition, voice solutions should be able to integrate with existing voice communication resources, such as:

- County PBX and IP PBX systems
- County voicemail systems
- County email systems
- County telephony dial plans

## 3.3 Current Environment

This Section provides a high-level overview and baseline information about the current environment at County.

The County has desktop and shared telephony services for over 100,000 employees at more than 1,000 sites. Today, voice services are provided through multiple independent services, including:

- Internally-hosted VoIP Services — Approximately 50,000 users
- Multiple internally-managed PBX and Key Systems — Approximately 50,000 users
- Centrex from AT&T — Approximately 40,000 users
- Business lines — Approximately 5,000 users

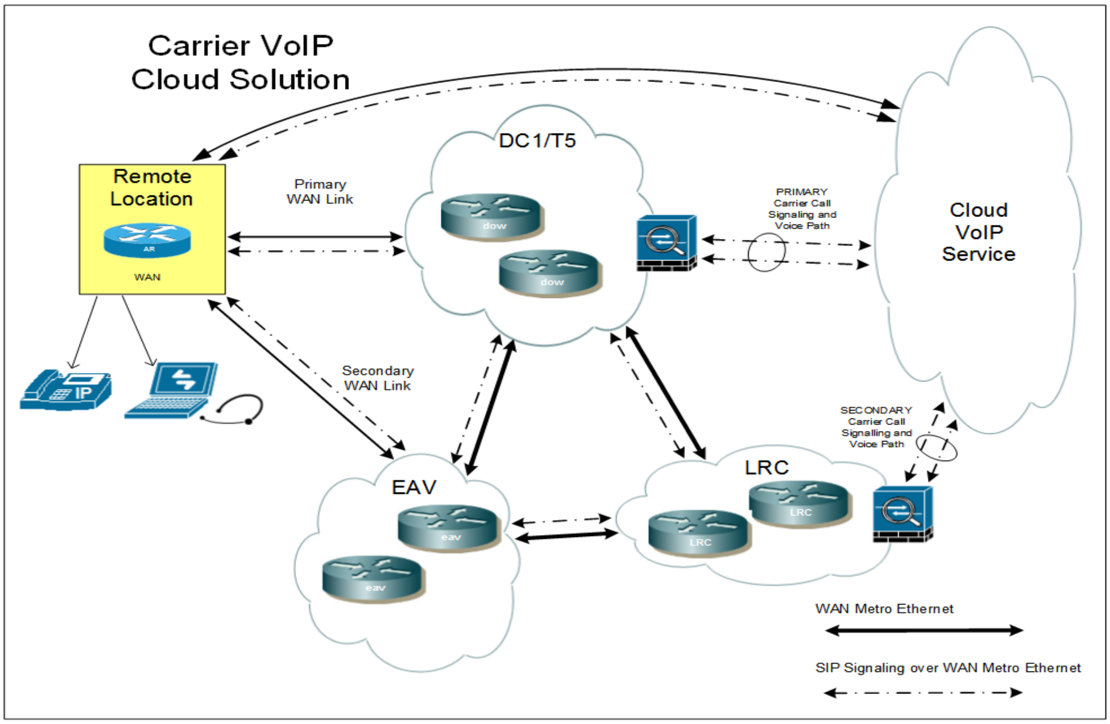
| e | |
|---|---|
| lly Hosted VoIP | |
| lly Managed PBX and Key Systems | |
| x from AT&T | |
| ss Lines | |

Over the next five years, the County plans to consolidate most of its voice services onto two platforms:

- Internally Hosted VoIP Services
- UC Cloud VoIP Services

Through this RFSQ process, the County will select one or more externally-hosted VoIP services that would be available for use by County departments.

**Figure 2. Los Angeles County Voice Topology — High Level View of Future State**




## 3.4 UC Cloud VoIP Services

The Vendor will provide the following UC Cloud VoIP Services to County locations, as requested:

- Transition Management
- Project Management
- Order Management
- Operations — Cloud VoIP Platform Services
- Incident Management
- Problem Management
- Change Management
- Performance Management
- Billing

### **3.4.1** Transition Management

Transition Planning includes all activities required to develop a Transition Plan with input and agreement from all stakeholders. At the completion of Transition planning, a detailed schedule, with identified resources for all tasks will be delivered by Vendor and approved by County. In addition, Key Personnel from County, Vendor, and current service contractors (if applicable) will be named, with a documented Project status process.

### **3.4.2** Project Management

Project Management roles and responsibilities will include management of projects such as life cycle refresh at sites, deployment of equipment at a new site, and equipment deployment associated with business activities such as business acquisitions or divestitures.

### **3.4.3** Order Management

Order Management includes the ordering of services from initiation to finalization. This will include the following activities:

- Service Request processing intervals
- Service Price Quote
- Implementation
- Cancellation of Service Request
- Emergency Service Request
- Service Requests for new or enhanced services
- Acceptance of Services

### **3.4.4** Operations — Cloud VoIP Platform Services

Vendor must provide Cloud VoIP Platform Services including Desk Phones Services necessary to provide telephone services to employees at County facilities. Cloud VoIP Platform Services include providing planning and assessment, implementation, set up, troubleshooting, training and ongoing monitoring and management of the telephone services.

The telephone and auxiliary equipment includes feature-rich single-line telephones, multi-line telephones, consoles, and auxiliary equipment, which also include headsets, speakerphones, and add-on modules. Desk Phone Services allows authorized users to receive incoming calls and to make intra-campus, inter-campus, outside local, outside long distance, and international calls (limited stations).

### **3.4.5** Incident Management

Incident Management includes the activities associated with restoring normal service operation as quickly as possible and minimizing the adverse impact on business operations of County sites where the Vendor will be delivering services, thus ensuring that the best possible levels of service quality and availability are maintained.

### 3.4.6 Problem Management

The Vendor must provide Problem Management to minimize the adverse impact of Incidents and Problems on the business caused by errors within the IT Infrastructure and to prevent recurrence of Incidents related to these errors by determining the underlying cause (e.g., root cause) of one or more Incidents and ensuring that actions are initiated to improve or correct the situation. Problem Management services will be provided to sites where the Vendor will be delivering services.

### 3.4.7 Change Management

The Vendor must provide Change Management to minimize any service disruption that might occur due to a Change in service.

Change Management activities ensure that standardized methods and procedures are used for efficient and prompt handling of all changes, in order to minimize the impact of change upon service quality and to improve the day-to-day operations.

Change Management covers all aspects of managing the introduction and implementation of all changes affecting services and in any of the management processes, tools, and methodologies designed and utilized to support the services.

### 3.4.8 Performance Management

Performance Management activities are associated with managing and tuning service components for optimal performance. The process includes monitoring of performance and throughput, assessing results, conducting trending analysis, and recommending and performing tuning activities.

### 3.4.9 Billing

This section addresses the delivery of invoices and detailed billing data to the County. The County's intention is for Vendor to provide a single invoice to County for all services centrally, however, the County reserves the right to require the Vendor to provide invoices directly to County departments.

Billing Activities include:

- Interface with Telecommunications Expense Management System
- Billing Process
- Invoice Format
- Billing Management
- Rate Validation/Invoice Accuracy
- Billing Adjustments

## 4.0 Category 4 — Cloud Contact Center Services

The category description in this section describes the scope of services that may be included in Statements of Work (SOWs) potentially awarded in the future for cloud contact center services (collectively, "Cloud Contact Center Services"). Respondents to the RFSQ are expected to demonstrate capability and experience delivering these services.

### 4.1 Cloud Contact Center Services Objectives

County Departments are making continuing efforts to help citizens and patients to access County services. To support these efforts, Vendors are expected to show capability and experience for delivering a fully-functioned, hosted contact center service.

The County has not yet defined specific volumes for contact center service, i.e., number of agents, but expects to contract with a potentially selected Vendor when those services are required.

### 4.2 Cloud Contact Center Services Requirements

Vendor must provide Cloud Contact Center Services that provides both inbound and outbound call processing and call flow with integrated capabilities of:

- Private Branch Exchange (PBX)
- Automated Call Distribution (ACD)
- Interactive Voice Response (IVR)
- Computer Telephony Integration (CTI) including integration with Customer Relationship Management (CRM)
- Outbound Dialer
- Email Integration
- SMS Integration
- Web-chat
- Call Recording
- Workforce Management

Services include planning and assessment, implementation, and ongoing management necessary to deploy Contact Center Service across the County.

## 4.3 Cloud Contact Center Services Roles and Responsibilities

The Vendor will provide the following Cloud Contact Center Services to County locations, as requested:

- Transition Management
- Project Management
- Order Management
- Operations — Cloud Contact Center Services
- Incident Management
- Problem Management
- Change Management
- Performance Management
- Billing

### 4.3.1 Transition Management

Transition Planning includes all activities required to develop a Transition Plan with input and agreement from all stakeholders. At the completion of Transition planning, a detailed schedule, with identified resources for all tasks will be delivered by Vendor and approved by County. In addition, Key Personnel from County, Vendor, and current service contractors (if applicable) will be named, with a documented Project status process.

### 4.3.2 Project Management

Project Management roles and responsibilities will include management of projects such as life cycle refresh at sites, deployment of equipment at a new site, and equipment deployment associated with business activities such as business acquisitions or divestitures.

### 4.3.3 Order Management

Order Management includes the ordering of services from initiation to finalization. This will include the following activities:

- Service Request processing intervals
- Service Price Quote
- Implementation
- Cancellation of Service Request
- Emergency Service Request
- Service Requests for new or enhanced services
- Acceptance of Services

### 4.3.4 Operations — Cloud Contact Center Services

Vendor must provide Operations services including provisioning, management of call flow and queue, trend reporting and compliance to County requirements.

### 4.3.5 Incident Management

Incident Management includes the activities associated with restoring normal service operation as quickly as possible and minimizing the adverse impact on business operations of County sites where the Vendor will be delivering services, thus ensuring that the best possible levels of service quality and availability are maintained.

### 4.3.6 Problem Management

The Vendor must provide Problem Management to minimize the adverse impact of Incidents and Problems on the business caused by errors within the IT Infrastructure and to prevent recurrence of Incidents related to these errors by determining the underlying cause (e.g., root cause) of one or more Incidents and ensuring that actions are initiated to improve or correct the situation. Problem Management services will be provided to sites where the Vendor will be delivering services.

### 4.3.7 Change Management

The Vendor must provide Change Management to minimize any service disruption that might occur due to a Change in service.

Change Management activities ensure that standardized methods and procedures are used for efficient and prompt handling of all changes, in order to minimize the impact of change upon service quality and to improve the day-to-day operations.

Change Management covers all aspects of managing the introduction and implementation of all changes affecting services and in any of the management processes, tools, and methodologies designed and utilized to support the services.

### **4.3.8** Performance Management

Performance Management activities are associated with managing and tuning service components for optimal performance. The process includes monitoring of performance and throughput, assessing results, conducting trending analysis, and recommending and performing tuning activities.

### **4.3.9** Billing

This section addresses the delivery of invoices and detailed billing data to the County. The County's intention is for Vendor to provide a single invoice to County for all services centrally, however, the County reserves the right to require the Vendor to provide invoices directly to County departments.

Billing Activities include:

- Interface with Telecommunications Expense Management System
- Billing Process
- Invoice Format
- Billing Management
- Rate Validation/Invoice Accuracy
- Billing Adjustments

## 5.0 Category Definition 5 — Legacy Services

The category description in this section describes the scope of services that may be included in Statements of Work (SOWs) awarded in the future for services that include analog and digital services providing dial tone and business related switch features at various locations, and that must support connectivity to the public switched telephone network (PSTN) (collectively, "Legacy Services"). Respondents to the RFSQ are expected to demonstrate capability and experience delivering these Legacy Services.

### 5.1 Legacy Services Objectives

The objective of this RFSQ is to solicit Vendor responses showing capability and experience to deliver:

- Provision of analog services identified in Category Description 5 for up to 60,000 users
- Improvement of County user satisfaction
- 

### 5.2 Legacy Services Requirements

Legacy Services must include analog and digital services that provide dial tone and business related switch features at various locations. These services must support connectivity to the public switched telephone network (PSTN).

The Vendor may provision Legacy Services to the service location in the traditional manner such as copper pairs to the Minimum Point of Entry (MPOE) or choose to provision services in another manner provided that the physical, logical and electrical interface is the same and does not require the County to make changes to its equipment.

The County requires a solution that can support up to 60,000 users in the County.

These services have been categorized as Voice, Calling Services and Data.

## 5.3 Legacy Service Descriptions:

### 5.3.1 VOICE SERVICES:

#### 5.3.1.1 Business Lines

Vendor must provide the ten digit telephone number and provision the circuit to the County facility where it must be terminated on a demarcation block at the MPOE to the County facility. Call Control Services may be required.

#### 5.3.1.2 Trunking

Vendor must provide trunking to County systems. Trunking must be loop or ground start signaling as requested by the County. Vendor must provide line rotary hunt for trunk groups and must provide individual ten digit numbers for each trunk type. Vendor must provide trunks that can be used to carry one-way outbound traffic, one-way inbound traffic or two-way traffic.

Trunking must allow a caller to directly ring an extension without the assistance of an attendant. Vendor must provide Direct Inward Dial (DID) number groups as small as twenty (20) numbers. Number groups must be consecutive for each trunk group.

Vendor must also provide twenty-four (24) channel trunking that allows for inbound and outbound calling.

#### 5.3.1.3 Centrex-like Services

Vendor must provide Centrex-like business telephone services. Each Centrex-like line must have a unique ten-digit telephone number. Centrex-like service must be provisioned as analog or Integrated Services Digital Network (ISDN) service at various County locations. These services are in switching equipment at the Vendor's premises and must be provided to County facilities via analog or digital local loops to the MPOE demarcation point of the County facility. The County or Vendor will extend the Centrex-like service from the demarcation point to the station equipment within the facilities or may request the Vendor to extend the circuit/service beyond the MPOE to a termination point at an equipment room or desktop. Some private line circuits and ISDN services may require end-to-end wiring.

Centrex-like services must be either Dial 9 or Assume 9. Each Centrex-like line must include the following basic line features: Station to Station Calling, Call Transfer/Three (3) Way Conferencing, Automatic Redial, Caller ID, Caller ID Blocking, Call Hold, Call Forward, Call Forward Busy, Call Forward Variable, Call Restriction Levels, Call Pickup, Last Number Redial and Message Waiting Indicator.

For Call Center Services, the following services must be available: Automated Attendant, Automatic/Uniform Call Distribution, Interactive Voice Response, and Voice Library. Vendor must provide call center services for multiple County agent positions to answer incoming calls including groups that may have up to 300 supervisor groups, 300 agents, 600 queue slots and up to 4,000 agents.

If Vendor provides both UC VoIP Services and Centrex-like services, the County requires Vendor to provide the ability to Transition between these services. Specifically, Vendor must provide the ability for a Centrex-like user to reach existing Centrex-type numbers that have been "ported" to a VoIP system via dialing 4 or 5 digit station numbers between systems, Centrex-type to VoIP systems. The VoIP user must likewise be able to call 4 or 5 digits to reach existing Centrex-like lines.

### 5.3.1.4 Calling Features

The following basic line features should be available on all voice services: Station to Station Calling, Call Transfer/Three (3) Way Conferencing, Automatic Redial, Caller ID, Caller ID Blocking, Call Hold, Call Waiting, Call Forward, Call Forward Busy, Call Forward Variable, Call Restriction Levels, Call Pickup, Last Number Redial and Message Waiting Indicator.

The following additional features and services must be available for each Centrex-like line: Line/Station Hunting, Automatic Call Back, Call Waiting, Limited Call Acceptance, Ring Down Line, Speed Dialing, Call Trace, Remote Access to Call Forwarding, Call Screen, Call Park, Station Controlled Conferencing, Reserve Numbers, Make Set Busy, Priority Ringing, Anonymous Call Rejection, and Station Call Detail.

### 5.3.1.5 Foreign Exchange Service

Foreign Exchange Service provides for the extension of dial tone from one telephone exchange area to a County facility in another telephone exchange area. Vendor must provide the local loop, inter/intra exchange facilities, and exchange switching services to provide foreign exchange service.

### 5.3.1.6 Remote Call Forwarding

Remote Call Forwarding must allow a call to be automatically forwarded from the dialed number to another, pre-programmed number anywhere. Vendor must provide this feature in its central office switches.

#### 5.3.1.7 System Features

1. *Automated Attendant*

   Vendor must provide Automated Attendant Service that will answer incoming calls and allow callers to route themselves to an extension. Vendor must also provide an option for the caller to be directed to a live attendant when assistance is required.

2. *Automatic/Uniform Call Distribution (ACD/UCD)*

   Automatic/Uniform Call Distribution must route incoming calls evenly to a group of pre-defined voice lines, in the order received. The system will answer the incoming call with a recorded greeting,

   and route caller to a live attendant or a voice response unit (VRU).

3. *Interactive Voice Response (IVR)*

   Vendor must provide IVR Service that allows caller to hear pre-recorded information played after making menu selections. Caller may respond to system commands using the key pad or verbally. IVR may be programmed to transfer calls automatically based on time of day, day of week, geographic origin and other parameters.

The following functions are required for all County call centers: incoming call queue, call priority, call delay announcement, music in queue, log on/off, reports, abandoned call clearing, automatic overflow, call present, manual answering, night service, overflow scan and ring threshold.

#### 5.3.1.8 Voicemail

Vendor must provide voicemail service that allows the end user to receive messages. The service must include the ability to compose messages, edit and forward messages to other users and provide a message waiting indicator to the switch or CPE controlling the line.

Mailboxes must retain up to fifty (50) messages for a minimum of thirty (30) days. The storage must accommodate messages of at least three (3) minutes in length. Message storage of five (5) minutes or up to sixty (60) days must be an option.

Vendor must provide voice mail services, which must be integrated with the County's systems.

Vendor must provide Bulletin Board mail boxes to allow users to record

messages that can be accessed by callers. Bulletin Board messages must be up to five (5) minutes in length. Messages must be changed using local access and not require system administration intervention.

#### 5.3.1.9 Integrated Services Digital Network (ISDN)

ISDN services must be provided by Vendor anywhere within the County.

Basic Rate Interface (BRI) must provide two circuit-switched digital “clear channel” 64 Kbps “B” channels and a 16 Kbps packet data “D” channel over a single cable pair. The BRI must be provisioned as two voice channels, a voice and data channel, or two data channels.

Primary Rate Interface (PRI) services must provide twenty three (23) circuit-switched, digital, clear channel, 64 Kbps “B” channels and a 64 Kbps packet data “D” channel provisioned over a T-1 at 1.544 Mbps.

### 5.3.1.10 Hosted Voice Over Internet Protocol

The Vendor hosts and operates the functionality that manages call routing, voice mail, and other applications virtually, in the cloud. The customer’s IP-enabled phones will connect to the internet and, from there, to the vendor’s software, which routes the calls.

### 5.3.1.11 Session Initiation Protocol (SIP)

The vendor will provide trunking which uses the Session Initiation Protocol (SIP), a set of rules for signaling and controlling multimedia communications, to establish voice and video calls between end points. Call routing is handled by the County’s switching system, and the vendor provides the trunking, or connectivity, between the switching system and the public telephone network.

SIP trunking establishes a virtual connection to the PSTN over the County’s existing data circuits.

### 5.3.2 CALLING SERVICES:

Vendor's network must allow the County to route outbound call traffic according to County specific requirements and provide control over call routing through call completion.

The following Calling/Operator Services must be provided:

- Local Calling
  - Local calls are roughly defined up to a radius of eight (8) miles from the point of origination
- Zone Calling
  - Zone calls are roughly defined by a radius of from eight (8) to twelve (12) miles from the point of origination.
- Local Toll Calling
  - Local toll calls include calls outside your local exchange area, but within your area code, as well as calls to different area codes within your LATA
- Long Distance/International Calling
  - Calls outside the local exchange and local toll service areas or LATAs. This includes calls that originate in one LATA and terminate in another, and international calls.
- Toll Free Service
  - Inbound Toll-free Calling Services must allow callers to contact County offices on a "free call" basis
- Conference Calling (Audio, Video and Web)

#### 5.3.2.1 Directory Assistance

County lines must by default be blocked from dialing 411 unless specifically exempted from 411 blocking in writing by authorized County staff.

County must not be liable for 411 service charges placed on lines not specifically exempted from 411 service blocking.

#### 5.3.2.2 Operator Assistance

Vendor must provide operator service twenty-four (24) hours daily, seven (7) days a week. Vendor's operators must be accessed by dialing '0' from any business lines, Centrex-like service, or PBX line after dialing the outside access digit (if the line is so un-restricted). Vendor's operator staffing must be at a level such that all County calls must be answered within fifteen (15) seconds ninety-five percent (95%) of the time. County users must not receive a busy tone when calling Vendor's operators.

Vendor's operators must have the capability to verify busy signals and

barge in for emergencies.

County must not be liable for operator service charges placed on lines not specifically exempted from Operator Assistance.

#### 5.3.2.3 Dialing Assistance

Vendor's operators must assist County users in dialing calls that they are having problems in completing. However, Vendor's operators must verify the restriction levels place on the originating line and/or user. Vendor's operators must not place calls for County users that violate the restriction levels placed on the originating line or user's authorization code range, and charges incurred upon operator failure to enforce line restrictions will not be the responsibility of County.

#### 5.3.2.4 Collect Calls

Vendor's operator must place outgoing collect calls for County users. However, unless individually and specifically authorized in writing by authorized County staff, no County lines must accept, nor pay for, any incoming collect calls, regardless of whether the called party accepts the call and charges. Vendor must be responsible to prevent collect calls from being accepted and billed to non-authorized County lines.

#### 5.3.2.5 Third-Party Calls

Vendor's operator must place outgoing third-party calls for County users. However, County will not accept or pay charges for any third-party calls charged to County lines. Vendor must be responsible for preventing any such billings from taking place.

#### 5.3.2.6 Station Call Detail

All voice services must have the ability to provide station call detail. Vendor must provide a detailed record of every call made by each voice service, except internal system calls, including date, start time, duration, number and place dialed. The Station Call Detail data must be available to the County electronically.

### 5.3.2.7 Authorization Codes

Any call placed from any County line, unless the line is individually and specifically exempted by authorized County staff, must be prompted by a tone for the entering of a 10 digit authorization code. Vendor's authorization codes must maintain restriction levels at the code level and must be associated to an individual user. If the line restriction level allows the call to be placed, the entered code must be analyzed by the Vendor's system to validate whether that code will allow the call to be placed. Only calls that meet the authorization code's restriction levels and the line restriction levels must be allowed to go through.

Vendor must provide the ability for administrators to manage outbound calls. Administrators can create authorization codes for different types of outgoing calls, e.g., local, long distance, international. If a user is provisioned for authorization codes, the user must enter the authorization code when making a call (except for emergency or repair calls).

The vendor's system must capture the valid authorization code entered by the user and provides this information on the Call Detail Record generated for that call.

### 5.3.2.8 Call Control Services

Vendor must provide the following controls to minimize abuse and fraudulent use of the County's services. These controls must be implemented automatically by the Vendor whenever any new line is installed, moved or re-arranged in any way. These services include Call Blocking, Dial 0, 00 and 0+, Dial 1010XXX, International Calls, Incoming Call Blocking, Call Return, access to 411, and Caller ID.

## 5.3.3 DATA SERVICES:

### 5.3.3.1 Switched 56 Services

Switched 56 services must provide dial up, full duplex, synchronous, digital service at 56 Kbps. The service must be provisioned as a four-wire circuit and terminated at the demarcation point in the County facility.

### 5.3.3.2 Cellular Data Services

Contractor must provide Cellular Data Service to the County and it must be available from any County facility:

**5.3.3.2.1** Wireless Broadband Service (WBB):

This service provides flexible wireless internet connectivity using nationwide 4G LTE and 5G/5G+ networks. It is well suited for rapid deployment at new, temporary, or remote locations. With multiple plan options offering different speed tiers, it can function as a primary connection, a supplemental link, or a backup for continuity.

**5.3.3.2.2** Fixed Wireless Internet for Business (FWI-B):

This solution delivers high speed wireless internet with no data or speed caps, leveraging 5G and 4G LTE networks. It is designed as an agile alternative to traditional wireline services in areas where fiber is not available. Service availability depends on site qualification. The connection is fixed to the designated location and cannot be relocated, ensuring consistent performance and compliance with network requirements.

### 5.3.3.3 Frame Relay Service

The Frame Relay Service must be accessible from any County facility. Service must conform to the ANSI T1 standards. Frame Relay services must support packet sizes up to 8192 bytes, including sizes of 64, 128, 256, 512, 1024, 2048 and 4096 bytes. Frame Relay service must offer Committed Information Rates (CIRs) of at least 1024 Kbps.

### 5.3.3.4 DSL Service

Vendor must provide the following Digital Subscriber Line (DSL) service options at County facilities:

1. Asymmetrical DSL
2. Symmetrical DSL
3. Remote Local Area Network (RLAN) DSL

### 5.3.3.5 ATM Services

Vendor must provide Asynchronous Transfer Mode (ATM) service to the County and it must be available from any County facility.

ATM service must support the transmission and aggregation of a broad range of County information, including voice, data, and video via circuit-mode and packet-mode transmission. ATM must use cell-switching and multiplexing technology that conforms to ITU-TSS and ANSI standards. The ATM service must support bandwidth-on-demand capability, by allocating incremental bandwidths in response to a user's demand for additional bandwidth.

### 5.3.3.6 Metro Ethernet

Vendor must provide a high-speed, fiber based, physical layer transport service designed to offer connection of Customer's LAN/WAN at the native speed of the LAN backbone within the same LATA. Point-to-point configurations support Ethernet-to-Ethernet LAN connections at 1.25 Gigabits (Gbps) per second. The service must consist of dedicated fiber(s) connecting specialized fiber repeaters that are placed at County premises demarcation points as Network Terminating Equipment (NTE). The Vendor must hand off the high-speed fiber connections to County as Gigabit Ethernet interfaces.

### 5.3.3.7 Multi-Protocol Label Switching (MPLS) Services

Vendor must provide MPLS which integrates Ethernet and Frame Relay/ATM traffic over a single shared infrastructure to allow service providers to offer new Ethernet services and support Frame Relay/ATM services at the same time. Vendor will provide County with Vendor's private MPLS transport.

Vendor's MPLS transport must provide the widest variety of legacy and next generation access types.

MPLS service must comply with industry definitions and standards as set by the IETF to include the following features:

- Remote VPN tunneling
- Access to Internet providers
- VPN Management
- Non IP traffic (e.g., SNA, Appletalk, IPX)
- Encryption
- Authentication
- Firewall features

### 5.3.3.8 Managed Router Solution

The vendor will provide a wide area network (WAN) service that integrates multiprotocol networks into a single WAN solution.

### 5.3.3.9 Virtual Private Network

Vendor must provide a class of Virtual Private Network (VPN) that allows the connection of multiple sites in a single bridged domain over the Vendor's managed network. This service can be used to connect multiple Local Area Networks (LANS) and Metropolitan Area Networks (MANS) and can provide LAN to MAN to WAN connectivity domestically and to global locations.

### 5.3.4 Current Environment

This Section provides a high-level overview and baseline information about the current environment at the County.

The County has desktop and shared telephony services for over 100,000 employees at more than 1,000 sites. Today, approximately 62,000 legacy services are provided, including:

| Category | Service | Users |
|---|---|---|
| Voice Services | Internally Managed PBX and Key Systems | 22,000 |
| | Centrex-like Services | 30,000 |
| | Business Lines | 2,800 |
| | Trunking | 1,300 |
| | All Others | 1,000 |
| Data Services | Data Circuits | 2,400 |
| Calling Services | Toll Free Services | 340 |

### 5.3.5 Legacy Services

The Vendor will provide the following Legacy Services to County locations, as requested:

- Transition Management
- Project Management
- Order Management
- Operations
- Incident Management
- Problem Management
- Change Management
- Performance Management
- Billing

#### 5.3.5.1 Transition Management

Transition Planning includes all activities required to develop a Transition Plan with input and agreement from all stakeholders. At the completion of Transition planning, a detailed schedule, with identified resources for all tasks will be delivered by Vendor and approved by County. In addition, Key Personnel from County, Vendor, and current service Vendors (if applicable) will be named, with a documented Project status process.

#### 5.3.5.2 Project Management

Project Management roles and responsibilities will include management of projects such as life cycle refresh at sites, deployment of equipment or services at an existing or new site, and equipment deployment associated with business activities such as business acquisitions or divestitures.

#### 5.3.5.3 Order Management

Order Management includes the ordering of services from initiation to finalization. This will include the following activities:

- Utilization of the County's Expense Management System for the receipt, processing, and completion of all service requests
- Service Request processing intervals
- Service Price Quote
- Implementation
- Cancellation of Service Request
- Emergency Service Request
- Service Requests for new or enhanced services
- Acceptance of Services

#### 5.3.5.4 Operations

Vendor must provide Legacy Services to employees at County facilities. Legacy Services include providing planning and assessment, implementation, set up, troubleshooting, training and ongoing monitoring and management of these services.

#### 5.3.5.5 Incident Management

Incident Management includes the activities associated with restoring normal service operation as quickly as possible and minimizing the adverse impact on business operations of County sites where the Vendor will be delivering services, thus ensuring that the best possible levels of service quality and availability are maintained.

#### 5.3.5.6 Problem Management

The Vendor must provide Problem Management to minimize the adverse impact of Incidents and Problems on the business caused by errors within the IT Infrastructure and to prevent recurrence of Incidents related to these errors by determining the underlying cause (e.g., root cause) of one or more Incidents and ensuring that actions are initiated to improve or correct the situation. Problem Management services will be provided to sites where the Vendor will be delivering services.

#### 5.3.5.7 Change Management

The Vendor must provide Change Management to minimize any service disruption that might occur due to a Change in service.

Change Management activities ensure that standardized methods and procedures are used for efficient and prompt handling of all changes, in order to minimize the impact of change upon service quality and to improve the day-to-day operations.

Change Management covers all aspects of managing the introduction and implementation of all changes affecting services and in any of the management processes, tools, and methodologies designed and utilized to support the services.

#### 5.3.5.8 Performance Management

Performance Management activities are associated with managing service components for optimal performance. The process includes monitoring of performance and throughput, assessing results, conducting trending analysis, and recommending and performing optimization activities.

#### 5.3.5.9 Billing

This section addresses the delivery of invoices and detailed billing data to the County. The Vendor must provide a single invoice to County for all services centrally, however, the County reserves the right to require the Vendor to provide invoices directly to County departments. The vendor should provide invoice and detailed billing data in both a paper and electronic file format. Required data elements for the electronic file will be identified in the Work Order Solicitation.

Billing Activities include:

- Interface with the County’s Expense Management System
- Billing Process
- Invoice Format
- Billing Management
- Rate Validation/Invoice Accuracy
- Billing Adjustments

## 6.0 Category Description 6 —SMS Outbound Text Message Solution

The category description in this section describes the scope of services that may be included in Statement of Works (SOWs) potentially awarded in the future for SMS Outbound Text Message Solution (collectively, “SMS Outbound Text Message Solution"). Respondents to the RFSQ are expected to demonstrate capability and experience delivering services.

### 6.1 SMS Outbound Text Message Solution Objectives

County Departments are making continuing efforts to help constituents access County services. To Support these efforts, Vendors are expected to show capability and experience delivering a fully functioned, robust campaign manager SMS solution integrated to a carrier service provider through a campaign manager API adapter.

### 6.2 SMS Outbound Text Message Solution Requirements

Vendor must provide a SMS Outbound Text Message Solution that provides a robust SMS platform to send targeted messages to constituents ensuring broad reach and effective communications, including:

- End-to-End delivery of SMS including API Native integration
- Delivery exception reporting, integrated advance analytics
- Metering of the SMS messages to adapt to allowed capacity and compliance needs, available for multiple levels
- Fully integrated managed service of the campaign manager and carrier platform, including level 1 support
- SMS maintenance
- Return receipt confirmation for each message sent
- Two (2) short code for message delivery

### 6.3 SMS Outbound Text Message Solution Roles and Responsibilities

The Vendor will provide the following SMS Outboard Text Message Solution services to the County, as requested:

- Project Management
- Order Management
- Operations — Cloud Contact Center Services
- Incident Management
- Problem Management
- Change Management
- Performance Management
- Billing

**6.3.1** Transition Management (SMS Outbound Text Message Solution)

Transition Planning includes all activities required to develop a Transition Plan with input and agreement from all stakeholders. At the completion of Transition planning, a detailed schedule, with identified resources for all tasks will be delivered by Vendor and approved by County. In addition, Key Personnel from County, Vendor, and current service contractors (if applicable) will be named, with a documented Project status process.

**6.3.2** Project Management (SMS Outbound Text Message Solution)

Project management roles and responsibilities will include management of the SMS Outbound Text Message Solution projects.

**6.3.3** Order Management (SMS Outbound Text Message Solution)

Order Management for Category 4A: SMS Outbound Text Message Solution, includes the ordering of services from initiation to finalization. This will include the following activities:

- Service Request processing intervals
- Service Price Quote
- Implementation
- Cancellation of Service Request
- Emergency Service Request
- Service Requests for new or enhanced services
- Acceptance of Services

**6.3.4** Operations – SMS Outbound Text Message Solution

Vendor must provide operations services including enforcing and upholding strict data privacy protocols, adherence to all relevant regulation and industry best practices, confirmation reporting for each message sent, reporting after each outboard message including detailing status and metrices (including, but not limited to: delivered, undelivered, failed, successful, and total SMS sent), analyzing reporting performance and providing recommendation for improvement, providing accessible archive of past reports and data, and compliance to County requirements.

**6.3.5** Incident Management (SMS Outbound Text Message Solution)

Incident management includes the activities associated with restoring normal service operations as quickly as possible and minimizing the adverse impact on business operation of County’s SMS Outbound Text Messages when the Vendor delivers services, thus ensuring the best possible levels of service quality and availability are maintained.

**6.3.6** Problem Management (SMS Outbound Text Message Solution)

The Vendor must provide problem management to minimize the adverse impact on incidents and problems on the business caused by errors within the SaaS infrastructure and to prevent recurrence of incidents related to these errors by determining the underlying cause (e.g., root cause) of one or more incidents and ensuring that actions are initiated to improve or correct the situation.

**6.3.7** Change Management (SMS Outbound Text Message Solution)

Change management activities ensure that standardized methods and procedure are used for efficient and prompt handling of all changes, in order to minimize the impact of change upon service quality and to improve the day-to-day operations. Change management covers all aspects of managing the introduction and implementation of all changes affecting services and in any of the management processes, tools, and methodologies designed and utilized to support the solution.

**6.3.8** Performance Management (SMS Outbound Text Message Solution)

Performance management activities are associated with managing service components of the SaaS for optimal performance. The process includes monitoring and analyzing reporting performance, assessing results, and providing recommendations for improvement.

**6.3.9** Billing (SMS Outbound Text Message Solution)

This section addresses the delivery of invoices and detailed billing data to the County. The County's intention is for Vendor to provide a single invoice to County for all services centrally, however, the County reserves the right to require the Vendor to provide invoices directly to County departments.

Billing Activities include:

- Interface with Telecommunications Expense Management System
- Billing Process
- Invoice Format
- Billing Management
- Rate Validation/Invoice Accuracy
- Billing Adjustments

# APPENDIX E – SERVICE LEVEL REQUIREMENTS (SLRs)

## Table of Contents

# SERVICE LEVEL REQUIREMENTS

A key objective of service level requirements (SLRs) is to attain Service Level Agreements (SLAs) with fee reductions where County's business is impacted through failure to meet significant mission-critical systems or services, project milestones or objectives.

The County is providing these SLRs as reference material to offer prospective vendors visibility into the County SLR expectations. Specific SLRs will be determined by the County during work order execution.

## 1.0 Availability SLR

| **Definition** | Measures the time when a service is available at locations where the Vendor is providing services, relative to full 24/7 availability | | |
|---|---|---|---|
| **Reporting** | | | |
| **Availability** | **Service Measure** | **Performance Target** | **SLR Performance%** |
| Response | Timeliness | 99.9% per site and 99.99% across sites | 100% of sites |
| | Formula | Time that a service is available measured in minutes divided total number of minutes in a month (e.g., 43,200 in 30 days) | |
| | Measurement Interval | Measure Monthly | |
| | Reporting Period | Report Monthly | |
| | Measurement Tool/Source Data | Recommended by Vendor | |

## 2.0 Incident Response SLR

| **Definition** | Measures Incident response time with respect to Incident tickets relating to the Network Management Services. Time is measured from the time at which any Incident occurs. This SLR does not apply to UC Cloud VoIP Services | | |
|---|---|---|---|
| **Reporting** | | | |
| **Incident Response** | **Service Measure** | **Performance Target** | **SLR Performance%** |
| Response | Timeliness | Incident: ≤ 15 elapsed minutes | Incident Response within 15 minutes, ≥ 95%,<br>Incident Response within 30 minutes ≥ 100% |
| | Formula | Number of Incidents that met SLR divided by the total number of Incidents in the measurement period. | |
| | Measurement Interval | Measure Monthly | |
| | Reporting Period | Report Monthly | |
| | Measurement Tool/Source Data | Recommended by Vendor | |

## 3.0 Incident Resolution SLR

| **Definition** | Measure the time for the Vendor to Resolve an Incident relating to the Network Management Services from the time the Incident was identified by or escalated via any method. Time is measured from the time of creation of the incident in the Vendor's ticketing system, to the time the Incident is marked as Resolved in County's Service Desk System | | |
|---|---|---|---|
| **Reporting** | | | |
| **Incident Resolution** | **Service Measure** | **Performance Target** | **SLR Performance %** |
| Resolution | Timeliness | Priority 1 Incident: ≤ 2 hours<br>Priority 2 Incident: ≤ 4 hours<br>Priority 3 Incident: ≤ 48 hours<br>Priority 4 Incident: ≤ 120 hours | Priority 1 Incident: ≤ 2 hours 95% of the time<br>Priority 2 Incident: ≤ 4 hours 95% of the time<br>Priority 3 Incident: ≤ 48 hours 95% of the time<br>Priority 4 Incident: ≤ 120 hours 95% of the time |
| | Formula | Number of Incidents that met SLR divided by the total number of Incidents in the measurement period. | |
| | Measurement Interval | Measure Monthly | |
| | Reporting Period | Report Monthly | |
| | Measurement Tool/Source Data | Recommended by Vendor | |

## 4.0 Root Cause Analysis (RCA)

| **Definition** | A Root Cause Analysis will be delivered for (1) any Priority 1 Incident, any Priority 2 Incident, and any Priority 3 Incident that is either unresolved after 48 hours or any Incident. Also, any Priority 3 incident that recurs within a 30-day period. The RCA SLR will be measured based on the time taken by the Vendor to deliver the RCA. | | |
|---|---|---|---|
| **Reporting** | | | |
| **RCA Delivery** | **Service Measure** | **Performance Target** | **SLR Performance %** |
| Delivery | Timeliness | Provide RCA within three (3) Business Days | Deliver on-time >95% |
| | Formula | Number of RCAs that met SLR divided by the total number of RCAs in the measurement period | |
| | Measurement Interval | Measure Monthly | |
| | Reporting Period | Report Monthly | |
| | Measurement Tool/Source Data | Recommended by Vendor | |

## 5.0 Service Request at No Cost (SR-NC)

| **Definition** | Vendor is required to deliver a Service Request at No Cost (SR-NC) within three (3) Business Days of receiving this request from LA County. This SLR applies only to data services. | | |
|---|---|---|---|
| **Reporting** | | | |
| **Service Request No Cost Delivery** | **Service Measure** | **Performance Target** | **SLR Performance %** |
| Delivery | Timeliness | Provide an SR-NC within three (3) Business Days | Deliver on-time >95% |
| | Formula | Number of SR-NCs that met SLR divided by the total number of SR-NCs in the measurement period. | |
| | Measurement Interval | Measure Monthly | |
| | Reporting Period | Report Monthly | |
| | Measurement Tool/Source Data | Recommended by Vendor | |

## 6.0 Quote for a Service Request with Cost (SR-WC)

| **Definition** | Vendor is required to deliver a quote for a SR-WC within ten (10) Business Days of receiving this request from County. | | |
|---|---|---|---|
| **Reporting** | | | |
| **Service Request With Cost Delivery** | **Service Measure** | **Performance Target** | **SLR Performance %** |
| Delivery | Timeliness | Provide a quote for a SR-WC within ten (10) Business Days of receipt from County | Deliver on-time >95% |
| | Formula | Number of quotes for SR-WCs that met SLR divided by the total number of quotes for SR-WCs in the measurement period. | |
| | Measurement Interval | Measure Monthly | |
| | Reporting Period | Report Monthly | |
| | Measurement Tool/Source Data | Recommended by Vendor | |

## 7.0 Service Request with Cost (SR-WC)

| **Definition** | Vendor is required to deliver a SR-WC within ten (10) Business Days of receiving this request from LA County. | | |
|---|---|---|---|
| **Reporting** | | | |
| **Service Request With Cost Delivery** | **Service Measure** | **Performance Target** | **SLR Performance %** |
| Delivery | Timeliness | Provide a SR-WC within ten (10) Business Days of receipt from County | Deliver on-time >95% |
| | Formula | Number of SR-WCs that met SLR divided by the total number of SR-WCs in the measurement period. | |

## 8.0 Defect-free Change

| **Definition** | Vendor is required to complete Changes without defects. | | |
|---|---|---|---|
| **Reporting** | | | |
| | **Service Measure** | **Performance Target** | **SLR Performance %** |
| Defect-free Change | Percentage | % of Changes that are implemented with no defects being determined within the measurement interval. | >95% |
| | Formula | [Total number of Changes that are not associated with any Defect] divided by<br>[Total number of Changes within such month] multiplied by 100<br>= [percentage of Defect-free Changes during such month]. | |
| | Measurement Interval | Measure Monthly | |
| | Reporting Period | Report Monthly | |
| | Measurement Tool/Source Data | Recommended by Vendor | |

## 9.0 Service Schedule Adherence

| **Definition** | Vendor is required to complete services on-schedule. | | |
|---|---|---|---|
| **Reporting** | | | |
| | **Service Measure** | **Performance Target** | **SLR Performance %** |
| Complete Services on-schedule | Schedule | % of Services that are implemented in accordance with the agreed schedule | 100% |
| | Formula | [Total number of Services that are released in accordance with the schedule in the agreed schedule] divided by<br>[Total number of Services that are contained in the approved schedule within such month] multiplied by 100<br>= [percentage of Services completed in accordance with the Service Schedule within a month]. | |
| | Measurement Interval | Measure Monthly | |
| | Reporting Period | Report Monthly | |
| | Measurement Tool/Source Data | Recommended by Vendor | |

## 10.0 Changes Backed Out

| **Definition** | Vendor is required to minimize the number of Changes that are Backed Out. | | |
|---|---|---|---|
| **Reporting** | | | |
| | **Service Measure** | **Performance Target** | **SLR Performance %** |
| Changes backed out | Percent | % of Changes that are backed out of production within the measurement interval | <1% |
| | Formula | [Total number of Changes that are backed out divided by [Total number of Changes where the applicable within such month] multiplied by 100<br>= [percentage of Changes backed out during such month]. | |
| | Measurement Interval | Measure Monthly | |
| | Reporting Period | Report Monthly | |
| | Measurement Tool/Source Data | Recommended by Vendor | |

## 11.0 Documentation Timeliness

| **Definition** | Vendor is required to deliver documentation in a timely manner. | | |
|---|---|---|---|
| **Reporting** | | | |
| | **Service Measure** | **Performance Target** | **SLR Performance %** |
| Documentation Timeliness | Time Frame | Time frame for updating documentation and getting County' approval of the updates, in line with the latest Change | 1 business day prior to release of the Change |
| | Formula | Total number of documents not submitted within the target timelines such month | |
| | Measurement Interval | Measure Monthly | |
| | Reporting Period | Report Monthly | |
| | Measurement Tool/Source Data | Recommended by Vendor | |

## 12.0 Documentation Quality

| **Definition** | Vendor is required to deliver quality documentation. | | |
|---|---|---|---|
| **Reporting** | | | |
| | **Service Measure** | **Performance Target** | **SLR Performance %** |
| Documentation Quality | Percentage | [Total number of changes to the documentation that are updated within the target time frame] divided by the [Actual changes verified by County] multiplied by 100 | 100% |
| | Formula | [Total number of changes to the documentation that are updated within the target time frame] divided by the [Actual changes verified by County] multiplied by 100 | |
| | Measurement Interval | Measure Monthly | |
| | Reporting Period | Report Monthly | |
| | Measurement Tool/Source Data | Recommended by Vendor | |

## 13.0 Invoicing Accuracy

| Definition | This service level measures the accuracy of invoicing by the Vendor. | | |
|---|---|---|---|
| Invoicing | | | |
| Invoicing | Service Measure | Performance Target | SLR Performance % |
| Invoicing Accuracy | Percentage | % of Invoices that contain no errors billing calculations and application of any fee reductions | 100% |
| | Formula | [Total number of invoice line items that are free of any billing calculations] divided by [Total number of invoice line items within such month] multiplied by 100<br>= [percentage of Accurate Invoicing during such month]. | |
| | Measurement Interval | Measure Monthly | |
| | Reporting Period | Report Monthly | |
| | Measurement Tool/Source Data | Recommended by Vendor | |

## 14.0 Invoicing Timeliness

| Definition | This service level measures the timeliness of invoicing by the Vendor. | | |
|---|---|---|---|
| Invoicing | | | |
| Invoicing | Service Measure | Performance Target | SLR Performance % |
| Invoicing Timeliness | Number | Number of Invoices that are not submitted in time in accordance with invoicing requirements | 0 |
| | Formula | Total number of invoices not submitted within the target timelines such month | |
| | Measurement Interval | Measure Monthly | |
| | Reporting Period | Report Monthly | |
| | Measurement Tool/Source Data | Recommended by Vendor | |

## 15.0 Reporting Accuracy

| **Definition** | This service level identifies the adherence of the Vendor to the agreed accuracy of reports provided pursuant to the agreement for all services. | | |
|---|---|---|---|
| **Reporting** | | | |
| **Schedule Adherence to Agreed Actions** | **Service Measure** | **Performance Target** | **SLR Performance %** |
| Reporting | Accuracy | % of report data elements that accurately reflect performance, consumption, pricing or status of services | 99% |
| | Formula | Accuracy (%) is based on the number of individual reported data elements that are in line with actuals, divided by the total number of data elements contained in all reports presented within the month. | |
| | Measurement Interval | Measure Monthly | |
| | Reporting Period | Report Monthly | |
| | Measurement Tool/Source Data | Recommended by Vendor | |

## 16.0 Reporting Timeliness

| **Definition** | This service level identifies the adherence of the Vendor to the agreed schedule of reports provided pursuant to the agreement for all services. | | |
|---|---|---|---|
| **Reporting** | | | |
| **Schedule Adherence to Agreed Actions** | **Service Measure** | **Performance Target** | **SLR Performance %** |
| Reporting | Schedule | Provision of reports within the defined timelines in of the Agreement | 100% |
| | Formula | Schedule Adherence (%) is based on the number of agreed actions that are completed within the target dates, divided by the total number of agreed actions in the measurement period.<br>Accuracy (%) is based on the number of individual reported data elements that are in line with actuals, divided by the total number of data elements contained in all reports presented within the month. | |
| | Measurement Interval | Measure Monthly | |
| | Reporting Period | Report Monthly | |
| | Measurement Tool/Source Data | Recommended by Vendor | |