

APPENDIX C

SAMPLE WORK ORDER SOLICITATION

Contracts Release Date:

County of Los Angeles
WORK ORDER SOLICITATION
TESMA SERVICE CATEGORY (A), (B) AND/OR (C)
 THIS IS NOT AN ORDER

- ☐ Low Cost
☐ Evaluation

Project Name: «Project_Name»
 Project Manager: «PM_Name»

Project No: TA«Tesma_Bid_No»
 Lease Schedule: «Lease_No»

ITEMS AND/OR SERVICES ARE FOR DELIVERY TO: «Delivery_Name»
 «Delivery_Address»
 «Del_City_State_Zip»
 Attention: «PM_Name»

CLOSING DATE: «Bid_Due_Date» (Must be submitted by e-mail by 12:00 noon. County will reject bids time-stamped after 12:00 noon on the closing date. E-mail submissions time-stamped upon mailing prior to and including 12:00 noon on the closing date will be accepted, even if arriving after the deadline at County e-mail facilities.)

SCHEDULE OF EVENTS: See paragraph 2.0, Schedule of Events, of the Statement of Work (SOW).

The Internal Services Department (ISD) has issued this Work Order Solicitation (WOS) in order to complete the project specified in the SOW. Please submit response/pricing information using Attachment A. Bidder's questions arising during the solicitation of this project should be directed to the individual, named below, to whom your bid responses are being sent.

Responses shall be submitted by e-mail to the TESMA analyst; Krystina Ido at kido@isd.lacounty.gov if the signature graphic cannot be sent by e-mail, the signature page may be faxed to the following:

TESMA
 9150 East Imperial Highway, Mail Stop 46
 Downey, CA 90242
 Attention: Krystina Ido
 Fax: 562-401-9494
 Phone: 562-940-3099

Faxed submission of entire bid responses shall not be accepted. Full bid responses submitted on any other media, such as paper, or CD/DVD shall not be accepted. Only e-mail responses will be accepted.

Late Responses

Late responses will not be considered and rejected late responses shall be returned to the Eligible Contractor.

Information

Inquiries from Eligible Contractors regarding the solicitation and selection process should be directed to the TESMA analyst. Following execution of a work order, a meeting shall be scheduled with the Eligible Contractor to discuss details of the implementation.

The selected Contractor shall honor its price quotation, submitted as Attachment A, until final project acceptance by the County, provided that the County issues a Work Order to the Contractor within 90 days from the date of selection.

TESMA Requirements

Only TESMA Eligible Contractors that are qualified for the System Classification Group(s) and Product Line(s) applicable to this project may respond to this WOS. All responses submitted shall be in accordance with provisions

«Tesma_Bid_No» WOS

and conditions of the Los Angeles County Telecommunications Equipment and Services Master Agreement (TESMA), except as otherwise specified herein.

A Work Order will be executed for this project. The terms and conditions of the Work Order will prevail over any conflicting terms and conditions of the Purchase Order that is used to encumber funds for this project. A purchase order is issued for County's internal purposes and to encumber funds. It is not a purchase authorization for the selected Contractor.

All Eligible Contractors have signed the Master Agreement. As provided in Section 2.6 of the TESMA Request for Statement of Qualifications, this "constitutes acknowledgement of, acceptance of, and a willingness to comply with, all terms and conditions of the Master Agreement." The terms and conditions of individual TESMA contracts may not vary from those of the Master Agreement signed by every Eligible Contractor. Submission of a Work Order bid response with any exceptions to the County's Master Agreement terms and conditions and any attempt to take exception to the Work Order terms and conditions will be cause for disqualification of the bid.

Eligible Contractor's Conference

Attendance at the Eligible Contractor's Conference is mandatory. Unless otherwise stated herein, a mandatory job site walk will be conducted in conjunction with the conference. Questions asked at the Eligible Contractor's Conference and/or site walk, which may affect the scope of this WOS, shall be answered in writing by a formal addendum to this WOS. The Eligible Contractor's Conference shall be held at:

Date: «Bid_Conf_Date»
Time: «Bid_Conf_Time»
Place: «Bid_Conf_Address»
 «Bid_Conf_City_State__Zip»

The potential Eligible Contractors are to meet «PM Name», the County Project Manager, at the «Bid_Conf_Mtg_Place».

Amending the WOS

If this WOS must be amended, a formal amendment shall be issued to Eligible Contractors in writing.

Oral communications from County personnel concerning the WOS are not binding on the County and shall in no way excuse the selected Contractor of obligations as set forth in the WOS unless the WOS has been formally amended.

General Instructions

Quote price on each item F.O.B. Destination and exclusive of sales/use tax (see "California Sales Tax Registration"). There shall be no substitution of manufacturers stated in this WOS.

Quote must state manufacturer's brand name and model number.

State your cash discount for prompt payment (2/30, N/30, etc.). _____

Cash discount of less than 30 days or 25th prox. shall be considered as net in evaluating this quotation.

Include the name of your company and WOS Number in the header on each and every page of your response and on all other documents included with your submission.

Selection of the Winning Eligible Contractor

Selection of the winning Eligible Contractor for this WOS shall be based on the lowest priced bid of a qualified responsible and responsive Contractor or evaluation of:

- 1.
- 2.
- 3.

Financing

When Eligible Contractor financing is required, the equipment and associated services as stated herein are to be financed in accordance with previously agreed terms and conditions contained in the MUNICIPAL LEASE WITH OPTION TO PURCHASE AGREEMENT. The provisions contained therein are not negotiable and any response with any exceptions shall be deemed to be “non-responsive.” Refer to Section 15.0, Financing, of the SOW for instructions pertaining to this WOS.

CAL/OSHA – Statement of Compliance

The items offered must meet all applicable local, state and federal statutes, regulations, codes, etc., including but not limited to CAL/OSHA requirements as set forth in the California Administrative Code, Title 8, chapter 4. Submission of a response constitutes the representation of the Eligible Contractor that all items meet or exceed all such applicable laws, statutes, codes, etc., and that the determination that any item does not do so shall be grounds, at the option of County, to terminate or rescind the Work Order, purchase or lease, and entitle the County to any damages suffered by reason thereof.

Prevailing Wage

Eligible Contractors are reminded of the requirement to comply with all provisions of the Labor Code of the State of California. The State Department of Industrial Relations makes prevailing wage determinations of straight time and overtime for crafts required to execute the Work Order that may be awarded as the result of this WOS. California's Department of Industrial Relations web site at <http://www.dir.ca.gov/DLSR/PWD> provides current information on all covered crafts.

Subcontracting (TESMA Paragraph 8.40)

In order to help expedite the award of Work Orders, Eligible Contractors may submit information on individual proposed subcontractors in advance of bidding on a specific Work Order Solicitation. To submit information in advance, TESMA Eligible Contractors should obtain RFSQ Appendix I, Sample Subcontracting Agreement. Page 17 of Appendix I should be signed and submitted to indicate agreement by the subcontractor.

Please note that submission of documentation for a proposed subcontractor does not constitute consent by the County to use the subcontractor, and that consent to use a subcontractor for a portion of one Work Order does not constitute consent for a different portion of that Work Order or for another Work Order.

A new subcontract need not be executed for each WOS submission, but the period of time necessary for doing the work for each WOS must be within the time period of the subcontract, and the desired applicable subcontract and all its related documentation must be valid and resubmitted each time.

Insurance

Contractor must indemnify County and provide all certificates or other evidence of insurance as required by Section 8.24, General Provisions for all Insurance Coverages and Section 8.25, Insurance Coverage of TESMA.

Declaration of Non-Collusion

Eligible Contractor declares under penalty of perjury that this response is genuine and not a sham or collusion, or made in the interest or on the behalf of any person, firm, corporation not hereon named; that the Eligible Contractor has not directly or indirectly induced or solicited any other Eligible Contractor to put up a sham response, or any other person, firm or corporation to refrain from responding, and that the Eligible Contractor has not in any manner sought by collusion to secure itself any advantage over other Eligible Contractors. Your signature to this solicitation shall be considered certification of full compliance with this condition.

Invoice and payment

A copy of the invoice shall be sent to the County Project Manager for approval of payment in accordance with the terms and conditions of TESMA. The purpose of asking for a COPY of the invoice is to reconcile the invoiced amount to the project total shown on the “As Built” Schedule of Materials and Services. Invoices should not be sent to the «Tesma_Bid_No» WOS

County's "BILL TO" address until the County Project Manager indicates to the Contractor that all deliverables have been received and the "As Built" total agrees with the invoice amount. The original invoice should go to the Accounts Payable office shown on the Work Order under "BILL TO".

Upon receipt of copy of the invoice and acceptance by the County Project Manager, the County shall process the payment in an expedient manner.

Invoices for partial or progress payment may be considered by the County under the following circumstances:

- ONLY when the project is a cash purchase (not a lease purchase with Contractor or third party financing).
- When there is a lengthy delay, and partial or progress payment does not exceed the cost of materials and services delivered up to the time the invoice for partial or progress payment is generated.
- When the Contractor has provided all the deliverables required upon which the partial or progress payment is based.
- Following the submission and approval of a Change Order reflecting addition and deletion of all equipment and services received by the County to date. Where costs have not been itemized or cannot be separated, they cannot be considered in calculation of the partial or progress payment.

California Sales Tax Registration

Eligible Contractors are required to furnish the serial number of their California Retailer Permit or Retailer's Certificate of Registration-Use Tax. Failure to furnish the serial number will prevent the County of Los Angeles from paying sales/use tax to your company. Do not include sales/use tax on any invoice if you do not furnish one of these numbers.

State & Federal Identification Numbers

California Retailer
Permit: _____
Retailer's Certificate of Registration-Use
Tax: _____

CA Contractor
License: _____
Federal EIN: _____

Eligible Contractor's Authorized Signature

Your signature hereon certifies that quoted prices are complete, correct, and firm to final project acceptance by County if County issues a Work Order to your firm within 90 days following selection. Digital graphic signature is acceptable. If unable to furnish a digital graphic signature, please fax your executed signature page to the fax number of the analyst on Page 1. Faxed signature pages must arrive by closing date and time listed in this WOS.

We (I) hereby agree to furnish the materials and/or services quoted herein at the prices and terms stated, subject to the instructions and conditions stated herein and in accordance with TESMA.

Firm Name: _____	City: _____
Street: _____	ZIP: _____
Phone: _____	Fax: _____
Official's Name: _____	Official's Title: _____
Signature: _____	

County of Los Angeles
STATEMENT OF WORK
TESMA SERVICE CATEGORY (A), (B) AND/OR (C)

Project Name: «Project_Name»
Project Manager: «PM_Name»

Project No: TA«Tesma_Bid_No»
Lease Schedule: «Lease_No»

1.0 GENERAL OVERVIEW

The County Department has recently acquired a new, built to suit, leased office building at 111 Any Street, City, Your State Zip Code. This WOS shall require installation of new XXX system and one year maintenance (including Moves, Adds, and Changes), in accordance with the terms and conditions of TESMA.

2.0 SCHEDULE OF EVENTS

Following the Work Order execution, the County Project Manager shall contact the Contractor to arrange a "Kick-off" meeting. Attachment A shall be reviewed and signed by both County and Contractor Project Managers. ISD and Contractor Project Managers will review the project management processes expected from both the ISD Project Manager and the Contractor's Project Manager. If applicable, a site walk will be scheduled for the Contractor to review the site, make observations and measurements with respect to cable routes and distances and obtain any information needed to prepare a Project Implementation Plan (PIP). Refer to Paragraph 5.0, General Conditions and Requirements, for the contents of the PIP. If any materials or services need to be changed, added, or deleted in order to successfully complete the project based upon the Contractor's assessment, a Change Order shall be submitted with the PIP.

The PIP shall be submitted, via email, to the ISD Project Manager within ten (10) working days from the "Kick-off" meeting. Upon review and acceptance of the PIP, the ISD Project Manager will sign any Change Orders, if applicable, and notify the Contractor to order materials and begin project implementation. NO MATERIALS ARE TO BE ORDERED BEFORE THE APPROVAL OF THE PIP.

Schedule:**Solicitation Schedule:**

No.	Task	<u>Due Date</u>
1.	Release of WOS/SOW	
2.	Conference	
3.	Contractor Questions due by 5:00 p.m. PST	
4.	Release of Q&A Addendum to Contractors	
5.	Bid Submission to County Contracting Division	
6.	Notification of Contractor	
7.	Work Order Execution	

Projected Project Schedule:

No.	Task	<u>Due Date</u>
1.	Kick Off Meeting	
2.	Project Implementation Plan	
3.	Contractor Ordering of Equipment/Materials	
4.	Completion of MCR	
5.	System Installation	
6.	System Cut Over/Burn In	
7.	System Testing/Training	
8.	Operational Turnover/User Migration	
9.	Contractor to Submit Deliverables	
10.	Review of Closure Deliverables	
11.	Accept System for Payment	
12.	Project Completion	

The above schedule represents the best estimate of the timetable for this project. The above dates are subject to change due to changes in construction programs, facility preparation, and other considerations.

3.0**INCORPORATION BY REFERENCE**

3.1 Contractors must comply with all terms, conditions and technical specifications of the TESMA.

3.2 Contractors are required to understand and comply with the following standards, which are incorporated herein by reference:

- Los Angeles County Commercial Building Telecommunications Wiring Standard 902
- Copper Cable Inspection, Test and Acceptance Requirements for Premises Structured Cabling
- Fiber Cable Inspection, Test and Acceptance Requirements for Premises Structured Cabling
- ANSI/TIA/EIA (American National Standards Institute) - 492 - Fiber Optic Detail Specifications
- ANSI/TIA/EIA - 568 - Commercial Building Telecommunications Cabling Standard
- ANSI/TIA/EIA - 569 - Commercial Building Standard to Telecommunications Pathways and Spaces
- ANSI/TIA/EIA - 606 - Administration Standard for Telecommunications Infrastructure
- ANSI/TIA/EIA - 607 - Commercial Building Grounding and Bonding Requirements for Telecommunications
- ANSI/TIA/EIA - 862 Structured Cabling Systems
- NEC (National Electric Code), Articles 250 – 800 Communications Cabling
- ANSI/TIA/EIA - 455/526 Fiber Optic Test Procedures
- NFPA (National Fire Protection Association), Articles 70 & 101
- Local Building Codes

4.0 SCOPE

Furnish and install a complete and functional system consisting of the following components as indicated (checked) below:

<u>Req'd</u>	<u>System Component</u>	<u>Specifications</u>
☐	<u>Special Requirements</u>	<u>Para. 6.1</u>
☐	<u>Distribution (Horizontal) Cabling</u>	<u>Para. 6.2</u>
☐	Station Cabling (Voice/Data)	<u>Para. 6.2.1</u>
☐	Terminating Blocks/Patch Panels	<u>Para. 6.2.2</u>
☐	Patch Cords	<u>Para. 6.2.3</u>
☐	Workstation Outlets	<u>Para. 6.2.4</u>
☐	Equipment Racks	<u>Para. 6.2.5</u>
☐	Labeling	<u>Para. 6.2.6</u>
☐	<u>Distribution (Backbone) Cabling</u>	<u>Para. 6.3</u>
☐	Copper Cabling	<u>Para. 6.3.1</u>
☐	Fiber Optic Cabling	<u>Para. 6.3.2</u>
☐	Fire Stopping	<u>Para. 6.3.3</u>
☐	<u>Cable Testing</u>	<u>Para. 6.4</u>
☐	<u>Voice System (Legacy)</u>	<u>Para. 6.5</u>
☐	EKTS (Norstar)	<u>Para. 6.5.1</u>
☐	Private Branch Exchange (PBX)	<u>Para. 6.5.2</u>
☐	<u>Cisco Converged IP Network Solutions</u>	<u>Para. 6.6</u>
☐	IP Telephony	<u>Para. 6.6.1</u>
☐	LAN	<u>Para. 6.6.2</u>
☐	IPCC - Enterprise	<u>Para. 6.6.3</u>
☐	IP – IVR	<u>Para. 6.6.4</u>
☐	<u>Computer Telephony Integration (CTI)</u>	<u>Para. 6.7</u>
☐	<u>Building Systems</u>	<u>Para. 6.8</u>
☐	Public Address	<u>Para. 6.8.1</u>
☐	Intrusion Detection and Alarm	<u>Para. 6.8.2</u>
☐	Panic Alarm	<u>Para. 6.8.3</u>
☐	Access Control System	<u>Para. 6.8.4</u>
☐	CCTV	<u>Para. 6.8.5</u>
☐	MATV	<u>Para. 6.8.6</u>
☐	Video Teleconferencing	<u>Para. 6.8.7</u>
☐	Two-way Talk-thru	<u>Para. 6.8.8</u>

5.0 GENERAL CONDITIONS & REQUIREMENTS

- 5.1 All material, parts, and equipment to be furnished under this WOS shall be new, high grade and free from defects and imperfections. Workmanship shall be in accordance with the best standard practices.
- 5.2 Contractor shall furnish and install a complete and operational system. Attachment A of the WOS is a listing of items that are considered a minimum requirement to price. Any item that is not specifically identified in Attachment A is left to the discretion of each bidder. It is the requirement of each vendor to meet the service requirements of the WOS. However, each vendor may itemize these service components in Attachment A as they see necessary. If it is not itemized, it is deemed included in the total bid price.
- 5.3 All work performed shall be done in accordance with the highest standards among the latest applicable edition of National Electrical Code (NEC), Electronics Industry Association (EIA) Standards, Telecommunications Industry Association (TIA) Standards, and regulations, laws, safety orders, ordinances or codes of State and local authority having jurisdiction. Wherever requirements in the specifications exceed those of the ordinances or codes, specifications shall govern. Violations of such statutes, ordinances, and regulations shall be corrected at no expense to County.
- 5.4 Contractor shall be responsible for obtaining, at its own expense, all construction permits and licenses required by local authority having jurisdiction, including for any subcontracting firm engaged in construction/installation for this project.
- 5.5 Contractor shall be responsible for obtaining a "low voltage" installation permit from the local government agency before starting installation. Contractor shall also be responsible for obtaining Infection control permits, Office of Statewide Health Planning and Development permits, and undergoes health screening procedures. Contractor shall follow all Infection control procedures.
- 5.6 Contractor shall be responsible for consulting with the building inspector to determine whether there are special local requirements for strapping in the wiring pathways.
- 5.7 Contractor shall be responsible for repairing, replacing, or otherwise restoring to original condition all damage to the premises caused by Contractor personnel, its subcontractors, and/or agents.
- 5.8 Contractor must furnish all safety equipment (barriers, signs, etc.) necessary in all work areas, whether inside or outside of a building.
- 5.9 No core drilling or drilling in any structural member shall be done without the written consent of the County Project Manager and the building manager.
- 5.10 Contractor shall be responsible for determining the most appropriate cable route, cable lengths, and type of cabling and fasteners (such as Plenum rated) to be installed. The Contractor shall furnish all necessary cable hangers, sleeves, etc. for support of horizontal cables in the spaces above suspended ceilings and below floors per city, state, and national codes.
- 5.11 The staff assigned to the project by the Contractor, including subcontractor's staff, shall have the required training, experience, and certification by the manufacturer to perform the installation work required by this WOS.
- 5.12 Contractor's staff shall have demonstrated experience and skills in the installation, configuration, and support of the size of installation and type of equipment that is being furnished for this project.
- 5.13 Contractor shall furnish the necessary resources to meet the installation schedule as outlined in this document or later modified by the ISD Project Manager.

- 5.14 Prior to installation, the ISD Project Manager shall approve in writing any change order or modification to the approved drawings and bid materials and services. Change orders shall be documented and approved on the same Schedule of Materials & Services as the original bid.
- 5.15 The Project Implementation Plan (PIP) shall consist of a 3-ring loose leaf binder to include the following:
- A copy of the bid response submitted by the Contractor.
 - A copy of Attachment A with appropriate signatures, that includes manufacturer, item description, manufacturer's part number, quantity, unit cost of material, unit cost of labor for each deliverable item, and price extensions Attachment A (upper left corner area).
 - Detailed work plan outlining the tasks, milestones, and deliverables to be achieved along with the estimated completion date for each.
 - Technical data for all equipment the Contractor proposes to install.
 - Single line system diagram(s) identifying and showing interrelationships between equipment items and how they are interconnected.
 - Shop drawings showing details of fabricated items, rack elevation drawings, and schematics of custom designed items.
 - Statement describing exceptions being taken, if any, to the SOW specifications wherein the submitted equipment or design varies from that originally specified. If the Contractor fails to list a particular variance in the PIP and the PIP is accepted, but subsequently is deemed by the County to be unsatisfactory, the Contractor must replace or modify such equipment at once and without cost to the County.
- 5.16 Contractor shall be responsible for meeting the general contractor's published schedule and critical path requirements. The Contractor shall be responsible for coordinating with the general contractor and any subcontractors required ensuring successful completion of the project.

6.0 TASKS/DELIVERABLES

6.1 SPECIAL REQUIREMENTS

- 6.1.1 Whenever applicable, Contractor shall install new ceiling hangers for overhead cabling in compliance with the NEC and local codes. Bundled cables above the ceiling shall be fastened with plenum-rated tie-wraps/fasteners at 4-foot intervals. Cable tie-wraps/fasteners may not be attached to existing ceiling tile supports, nor may cables lie directly on ceiling tiles. If any impassable obstructions are encountered above ceilings, surface raceway may be used around the obstruction, with the prior written approval of the ISD Project Manager.
- 6.1.2 All cables that are exposed in the ceiling area, i.e., not installed in a conduit, shall be rated Communications-Plenum (CMP) regardless of the type of air return system in the building. Plenum cable shall be listed as having passed the flame and smoke requirements of National Fire Protection Agency (NFPA) 70A/262, also known as Underwriters Laboratories (UL) 444/910 and be insulated 100% with Fluorinated Ethylene Propylene/Teflon® (FEP) rated and labeled CMP compliant.
- 6.1.3 Contractor shall ensure that all exposed cables shall have the proper attachments such as J-hook, trapeze system, cable tray, and hangers as required per EIA/TIA 569 Standard. Ceiling cable support wires shall be attached to the building structure and distinguished by color, tags, or other means, from the ceiling support wires. At no point shall cable(s) rest on acoustic ceiling grids, panels, or on existing support wires. NEC, Article 800, Section 300, specifies the installation of cables in a ceiling.

- 6.1.4 The majority of work for this project shall be performed during regular working hours. Evening work may be performed at the Contractor's option with prior written approval from the ISD Project Manager.
- 6.1.5 All site preparation work shall be the responsibility of the County. Should additional site preparation work be required during the installation, the Contractor shall immediately contact the ISD Project Manager.
- 6.1.6 Contractor shall be responsible for finding alternate means of delivery of equipment when there is no provision made for staging the delivery of equipment or for the secure storage of tools and materials.
- 6.1.7 Contractor may be asked to initially install equipment and then wait until the users have migrated from the existing network location to the network installed by the Contractor. Following the user migration and/or move, the Contractor shall be asked to remove and dispose of any existing equipment. For jobs not requiring Contractor financing, and due to the indeterminate length of the user migration and/or move, the County shall consider requests for partial payment for deliverables that have been accepted by the County to date.
- 6.1.8 Attachment A contains a listing of equipment and services with quantities of each component. These should be considered a minimum requirement. Prices are to be provided for all items listed in Attachment A, even when the quantity is shown as zero (0). The Contractor will honor quoted prices for the duration of the project.
- 6.1.9 Contractor must designate at least one employee who will perform the duties that are associated with distributed network management and can be designated as a focal point for Network Management Systems administration, best practices, policies, procedures, etc. This individual must have responsibility and authority for network management coordination for the duration of project as an intermediary between the Contractor and the County.

6.2 **DISTRIBUTION (HORIZONTAL)** **REQUIRED**

6.2.1 **STATION CABLING (VOICE/DATA)** **REQUIRED**

COUNTY WILL INDICATE IF PART OF PROJECT REQUIREMENT AND PROVIDE SPECIFICS.

- 6.2.1.1 Contractor shall furnish and install station cabling for various locations as per Attachment A and plans provided at the Eligible Contractor's Conference. Eligible Contractors shall be responsible for determining the actual distances of cabling runs.
- 6.2.1.2 The station cabling shall consist of a complete and functional Category 5E system with four (4) Category 5e cables per location, including impedance matched wiring, jacks, and patch panels. The Contractor shall furnish wire minders, equipment racks, cable trays, modular furniture plates, and ancillary equipment to provide a completely operational system in accordance with ANSI/TIA/EIA, NEC, IEEE, and County of Los Angeles standards.
- 6.2.1.3 Station cable shall be Premium Category 5E, 24 AWG, 4-pair unshielded twisted pair, plenum rated (CMP), with **blue** outer jacket. Cable shall be tested per TIA/EIA 568A standards, TSB 67 & 95 Channel Enhanced specifications @ 100 MHz. Reference cable is manufactured by General Cable GenSPEED 5500 or approved equivalent.
- 6.2.1.4 Miscellaneous station cabling for pay phones, elevator cars, intrusion alarm, fire alarm, card access system and MB lines cable shall be one Category 5E, 24 AWG, 4-pair unshielded twisted pair, plenum rated (CMP), with **white** outer jacket. Berk-Tek, Mohawk, General, or an approved equivalent manufactures reference cable. See attachment A for quantities of locations.
- 6.2.1.5 Pathways shall not be filled with cables greater than the NEC and ANSI/EIA/TIA 569A maximum fill requirement without the approval of the ISD Project Manager. All cable and fiber cable pathways shall be determined by the Contractor and identified prior to installation.

- 6.2.1.6 Cable shall be installed in continuous lengths (no splices allowed) from origin (jack) to patch panel at point of connection to equipment, using the shortest route possible. The maximum horizontal cable length shall not exceed 295 feet.
- 6.2.1.7 If a J-hook or trapeze system is used to support cable bundles, cables shall be supported at a space interval that is allowable by code. At no point shall cable(s) rest on acoustic ceiling grids, panels, lighting support wires, or come in contact with the fire protection sprinkler system.
- 6.2.1.8 Cables shall be bundled and grouped up to 24 and per TIA/EIA standards. Exceeding the limits may cause deformation of the bottom cables within the bundle, negatively affecting desired cable performance characteristics. The Contractor shall be required to replace, at no additional cost to the County, cabling or other installed systems in situations identified by the ISD Project Manager as not meeting installation or performance criteria.
- 6.2.1.9 Contractor shall be responsible to coordinate with the modular furniture manufacturer (Hayworth, Premises model) or supplier as to the proper installation and placement of cables in the furniture. Floor plans will be made available to the Contractor at the time of award or at the Kick-off meeting.
- 6.2.1.10 Contractor shall provide and Install Panduit Corrugated Loom Tubing (part # CLT150F-X20) for the installation of Category 5e wires and Panic Alarm wires from the wall outlets to the modular furniture. See provided floor plans for locations.
- 6.2.1.11 Contractor shall furnish and install all cross connects for telephones, trunks, and private lines and other special circuits.
- 6.2.1.12 SPECIAL PRICING REQUIREMENT AFFECTING CHANGE ORDER ADDS/DELETES:**
- 6.2.1.13 Contractor shall furnish any additional material required by changes to the scope of the work at the same prices quoted in the original bid schedule for the life of the project.
- 6.2.1.14 Contractor shall quote, in its response, a composite unit price (complete labor and materials) for the following:

- Installation of a typical station "wiring run" from telecommunications room (MCR) to desktop, including cost of terminating four (four) cables onto the patch panels in the TR.
- Installation of a typical station "wiring run" from TR to desktop, including cost of terminating one (1) cable onto the patch panels in the TR.

Above items are to be added to the Bid Schedule of Materials and Services with quantity of zero (0). The quoted unit prices shall apply to all change orders calling for addition or deletion of jack locations and shall apply for the duration of the project.

6.2.2 TERMINATING BLOCKS/PATCH PANELS

REQUIRED

COUNTY WILL INDICATE IF PART OF PROJECT REQUIREMENT AND PROVIDE SPECIFICS.

- 6.2.2.1 Contractor shall furnish and install patch panels as described below and in the quantities shown in Attachment A.
- 6.2.2.2 Pay phone cables and MB line phone cables shall be terminated on 50-pair, 66M1-50 mini blocks with stand-off brackets. They shall be neatly dressed in metal "D" rings with Velcro ties.
- 6.2.2.3 Contractor shall furnish and install each 48-port patch panel by Panduit Mini-Com (CP48BL) equipped with mini-modular jacks.
- 6.2.2.4 Minimum of one rack unit space shall be left between each patch panel with a blank or horizontal cable management panel installed.
- 6.2.2.5 Contractor shall furnish and install vertical wire organizers manufactured by Panduit (WMPV45) and horizontal wire organizers by Panduit (WMPH2E).

6.2.2.6 Cables shall be neatly bundled and dressed to their respective panels and blocks. Velcro cable management straps shall be used in place of tie-wraps.

6.2.2.7 Whenever possible, terminating blocks shall be oriented so that backbone blocks are located on the left and station blocks are located on the right of the termination field when facing the plywood backboard.

6.2.2.8 TERMINATING REQUIREMENTS FOR (Voice Gateway) VG224 DEVICES

Contractor shall furnish and install one (1) each VG224 device for the following locations: MCR. For each device, Contractor shall furnish and install a 24-port patch panel by Panduit P/N DP245E88110U. Contractor shall furnish and install appropriate horizontal wire management for each panel. These devices shall be installed at the top of a rack in each room as directed by ISD Project Manager.

Contractor shall supply one (1) 25 pair, double-ended, amphenol connector cable for each VG224. Contractor shall supply patch cords, category 5e, color white by Panduit P/N UTPCH10 as per Attachment A.

6.2.2.9 TERMINATING REQUIREMENTS FOR VOICE CIRCUITS

Contractor shall furnish and install one (1) each 48-port patch panel by Panduit DP48E88110U for the following locations: MCR. Each Patch Panel Port shall require two (2) pair from a 100 pair cable that is to be terminated on S66M1-50 blocks with standoffs. These panels shall be used for connecting analog circuits to work stations using patch cords.

6.2.3 PATCH CORDS

REQUIRED

COUNTY WILL INDICATE IF PART OF PROJECT REQUIREMENT AND PROVIDE SPECIFICS.

6.2.3.1 Contractor shall furnish patch cords as per Attachment A.

6.2.3.2 Patch cords shall be Enhanced Category 5E, 24 AWG stranded, 4-pair assemblies with RJ45 plugs on each end, straight through (no pair reversals), Panduit snag less Powersum+Enhanced Category-5e, UTPCH, bootless patch cords or approved equivalent. Following user migration, the end-user shall dress all patch cables and equipment power cords.

6.2.4 WORKSTATION OUTLETS

REQUIRED

COUNTY WILL INDICATE IF PART OF PROJECT REQUIREMENT AND PROVIDE SPECIFICS.

6.2.4.1 Unless otherwise noted on the drawing, each outlet location installed in the wall, on the modular furniture system or on the floor shall be equipped with four (4) Panduit enhanced Category 5e RJ45 type modular jacks, jack "A" LANET will be (CJ5E88TBU) blue, jack "B" Leader will be (CJ5E88TOR) orange and jack "C" spare will be (CJ5E88TIV) ivory in color. Each location will require either a Panduit Faceplate Part # CFPE4 or a Panduit Mini Com Snap-on Modular Faceplate with extenders if required (colors to be decided at kick off meeting). Wall telephone outlets (see floor plans, orange and ivory jacks will be stored inside outlet for future use) will require a Panduit Keystone Phone Plate with Module Part #KWP5E in place of Panduit Part # CJ5E88TBU and face plate Part # CFPE4.

6.2.4.2 Miscellaneous jacks designated for pay phone, elevator cars, intrusion alarm, card access system, fire alarm and MB line shall be RJ25 Category 3, 6-position, 6-wire with termination cap color, USOC coded. Referenced jacks are manufactured by Panduit or approved equivalent.

6.2.4.3 All jacks shall be terminated per EIA/TIA-568A standards, preferred in order to avoid potential backward compatibility problems with standard Universal Service Order Codes (USOC) hardware.

6.2.4.4 The Contractor shall furnish and install the appropriate faceplate extender as determined by the modular furniture brand.

6.2.4.5 If faceplates are mounted to double gang boxes, Contractor shall furnish and install, as required, "in-wall" box adapters as manufactured by Panduit MIWBA or approved equivalent.

6.2.4.6 Contractor shall be responsible to install cover plates or blank modules on any unused single or double gang boxes. Referenced modules are manufactured by Panduit (CMB) or approved equivalent.

- 6.2.4.7 Contractor shall furnish and install blank covers on all blank jack positions on the faceplates.
- 6.2.4.8 Prior to any cable installation in customer office space, the Contractor shall meet with the ISD Project Manager and discuss the best color and bracket type for customer's modular furniture. The Contractor shall install brackets of the type and color that the ISD Project Manager desires.

6.2.5 EQUIPMENT RACKS/MOUNTINGS**REQUIRED**

COUNTY WILL INDICATE IF PART OF PROJECT REQUIREMENT AND PROVIDE SPECIFICS.

- 6.2.5.1 The Contractor shall furnish and install relay racks, relay rack accessories and cable trays as per floor plans and Attachment A.
- 6.2.5.2 Structural cable tray, relay racks, cabinets, systems, attachments, and earthquake bracing shall comply with Zone 4 earthquake, NEMA, NEC, and ANSI/TIA/EIA-569 standards.
- 6.2.5.3 All structural ironwork shall be UL-certified, Zinc-plated providing the best bonding for static and grounding. Painted structural ironwork is not allowed.
- 6.2.5.4 Cable tray shall be of the tubular type construction, Cooper B-Line Part # SB-17-12-YZN or equivalent. The tray shall be installed with the rungs on the topside of the tray. All attachments to drywall shall be on ¾" plywood.
- 6.2.5.5 Cable tray shall be 7' 3" from the finished floor. This will require the installation of a 3" spacer manufactured by B-Line Systems Inc., P/N STD108DET4. The 7' 3" allows for the cable tray to be positioned over the 7' doorway.
- 6.2.5.6 Floor mounting hardware shall be a 3/8" bolt, lock washer, flat washer, with anchor in the floor, quantity as required. Heavier power equipment will require a larger bolt to meet Zone 4 standards.
- 6.2.5.7 All cabinets 7 feet or higher shall have a seismic top attachment and be anchored to the floor. Shorter cabinets must be anchored to the floor.
- 6.2.5.8 All exposed cut and sharp edges shall be filed to a safe finish. Cable tray runway ends shall be capped with a black rubber cap.
- 6.2.5.9 Relay racks shall be of high strength aluminum construction with universal 5/8"-5/8"-1/2" tapped mounting hole #12-24 thread pattern on both front and rear. Relay racks Two and Four Post shall be designed and seismically built to the EIA-310C Standard. **Two** post reference Chatsworth Part # 55059-503 Brushed Aluminum and **Four** post reference Chatsworth Part # 50120-503 Brushed Aluminum or approved equivalent.
- 6.2.5.10 Side by side relay racks shall be bolted together using Panduit Vertical Wire Management Brackets.
- 6.2.5.11 Wall swing gate racks shall be heavy duty, support up to 150 pounds, hinge from either side, and provide a locking mechanism. Homaco, Inc. Swing-EZ Wall Racks or equivalent.
- 6.2.5.12 All equipment racks shall be augmented with horizontal and vertical management hardware, both front and rear, to properly dress cables and patch cords. Contractor shall furnish wire management hardware using Panduit part numbers WMPH2E (horizontal) and WMPV45 (vertical) or approved equivalent.
- 6.2.5.13 All exposed wiring shall be installed in conduit or surface raceway. Raceway shall be screwed to the wall at each end and every three (3) feet. The color of the raceway shall match the wall surface.
- 6.2.5.14 A Minimum of one rack unit space shall be left between each patch panel with a blank or horizontal cable management panel installed. Note, blank panels shall require vertical manage, Panduit WMBV2 or equivalent.
- 6.2.5.15 A Minimum of two rack unit space shall be left between each switch in each relay rack.
- 6.2.5.16 UPS and EXTENDED RUNTIME BATTERY PACK installation requires the UPS to be installed on top.

- 6.2.5.17 EXTENDED RUNTIME BATTERY PACKS to be installed below the UPS with a minimum of 1" of separation between each unit "UPS & BATTERY PACKS".
- 6.2.5.18 Velcro cable management straps shall be used for ALL cables and bundles of cables. Each bundle shall not exceed the maximum industry standards for cable crosstalk ratings.

6.2.6 LABELING

REQUIRED

COUNTY WILL INDICATE IF PART OF PROJECT REQUIREMENT AND PROVIDE SPECIFICS.

- 6.2.6.1 All jacks, terminals, and patch panels shall be labeled according to ISD Standard 902. Labels are to be typed or printed with a labeling device and permanently affixed. No hand written lettering is acceptable. Patch panels shall be labeled front and wires shall be labeled at the rear. All labeling jacks shall be labeled as:
 "DXYYA", "DXYYB", "VXYYA", "VXYYB" (4 jacks)
 (Note: D stands for Data, V stands for Voice, X stands for floor level, YYY stands for actual jack number starting from 001, The jack faceplates shall be labeled with the location of the terminating room(s). In case the termination of data and voice cables are located in different rooms (server room or IDF), the jack faceplate shall have two labels identifying each room.)
- 6.2.6.2 All termination blocks, panels, cables, conduits, and tie cables shall be permanently labeled at each end with destinations. If there is any question regarding labeling, the Contractor shall contact the ISD Project Manager prior to labeling. At the rear of each Mini Com patch panel each individual cable shall be labeled using Panduit Labeling System.
- 6.2.6.3 Labeling tape on black faceplates shall be black or clear with white lettering. Labeling tape on white or ivory faceplates shall be white or clear with black lettering.
- 6.2.6.4 Identification labels shall be generated by a mechanical device and be made of "plenum" rated (polyolefin, low smoke PVC, etc.) durable construction materials that will withstand the effects of moisture, heat, and time, if installed in a plenum.
- 6.2.6.5 All telecommunications closets shall be labeled on the upper right hand side of the door with a removable machine generated durable label approximately 1"X3" (max) depending on site and information to go on labels to meet TIA/EIA-606-A Section 5.1.1, and ANSI/UL 969. Label shall be on a white background with black lettering, be printed with a non-serif font, and will be able to be removed without damage to paint or wood finished doors (Panduit T100X000RPC-BK or equivalent). All racks shall be labeled on the upper right hand side of the rack with a machine generated 1"X3" (max) durable label (white background with black non-serif lettering) identifying the telecommunications closet number and rack number starting from the rack at the left hand side of the room to the right, beginning with the front row to the back row (Example: TSA1-R1). Label shall be able to last for up to five years without fading, yellowing, or falling off (ANSI/UL 969 – PGJ12).
- 6.2.6.6 All copper patch panels shall be labeled on the top right corner as to its stack number and position in the stack. Label shall be a machine generated durable label (white background with black non-serif lettering) and be able to last for up to five years without fading, yellowing, or falling off.
- 6.2.6.7 All switches shall be labeled on the top right corner (or next best visible area) as to its hostname, stack number and position in the stack. All UPS's shall be labeled on the top right corner (or next best visible area) as to its hostname. Label shall be a machine generated 1"X3" (max) durable label (white background with black Arial lettering) and be able to last for up to five years without fading, yellowing, or falling off.
- 6.2.6.8 All copper patch cords will be machine generated labeled with white Panduit "Turn-Tell" or equivalent labels at each end of the cable identifying the data jack on the switch side and the switch port on the data jack side respectively. Panduit "Turn-Tell" or equivalent labels will be sized according to size and type of cable used and must allow labels to rotate for visibility from any angle, and allow repositioning on the wire/cable to align legends.
- 6.2.6.9 Copper patch cord labeled on each end: SwitchPortNumber PatchPanelPortNumber
 Example Copper: Patch panel side - Gi1/0/3; Switch side - D2033

- 6.2.6.10 All fiber optic patch-panel patch cords will be labeled with Panduit "LabelCore" (S100X220YAJ) or equivalent LABELS attached to Panduit "LabelCore" (NWSLC-7Y) or equivalent SLEEVES at each end of the cable with identifying the fiber port on the switch side and the switch port on the data jack side respectively.
- 6.2.6.11 Fiber Optic patch cord labeled on each end: SwitchportNumber FiberPanelPortNumber
Example Fiber: Patch panel side - Gi1/0/49 ; Switch side - F072
- 6.2.6.12 All fiber optic patch-panel patch cords will be labeled with Panduit "LabelCore" (S100X220YAJ) or equivalent LABELS attached to Panduit "LabelCore" (NWSLC-7Y) or equivalent SLEEVES at each end of the cable with identifying the fiber port on the switch side and the switch port on the data jack side respectively.
- 6.2.6.13 Fiber Optic patch cord labeled on each end: SwitchportNumber FiberPanelPortNumber
Example Fiber: Patch panel side - Gi1/0/49; Switch side - F072
- 6.2.6.14 All fiber optic panels shall be labeled with appropriate labels to fit existing panel. Labels will show the port numbers of current port to port at remote telecommunications closet and remote closet termination identifier. Example: Ports 25-30:SM to ports 67-72:SM at MCR (1112NEA). Labels shall be able to last for up to five years without fading, yellowing, or falling off.
- 6.2.6.15 **All switches and all ports shall be configured with the following port identification added to the INTERNAL switch port description.** Copper connections will indicate the patch panel data jack port number followed by the room number (if available). Optical connections will indicate the remote device hostname followed by the port on that remote device.
- Copper connections: Port (Room # if available)
Example: D2033
- Optical connections: RemoteSwitchHostname RemotePort
Example: CFF-R1-TGN1 Gi0/1

6.3 **DISTRIBUTION (BACKBONE) CABLING** **REQUIRED**

6.3.1 **COPPER CABLING** **REQUIRED**

COUNTY WILL INDICATE IF PART OF PROJECT REQUIREMENT AND PROVIDE SPECIFICS.

- 6.3.1.1 Contractor shall furnish and install one (1) 300 pair cable, CMR-rated, 24 AWG as per Attachment A. It shall be terminated at both ends on S66M1-50 blocks with standoffs in MPOE and MCR as shown in the attached drawing. The Contractor shall coordinate with the ISD Project Manager for exact location of cable termination. Cables shall be identified with a permanently affixed label at each end, printed (not hand written) with originating and terminating TR identification, and numbers of pairs. Each cable pair terminated on (S66M1-50) blocks shall be identified.
- 6.3.1.2 The Contractor shall furnish and install 300 pair house cable, CMR-rated, 24 AWG cable from MCR to each of the following locations: 7th floor MCR, 10th floor MCR .
- 6.3.1.3 Contractor shall terminate the above cables on S66M1-50 blocks with standoffs.
- 6.3.1.4 The Contractor shall furnish and install tie cables between the MCR and 10th flr, as per Attachment A. They shall be terminated on Panduit (CJ5E88TRD) jacks at each end. Cable shall be Premium Category 5e, 24 AWG, 4-pair unshielded twisted pair, plenum rated (CMP), with blue outer jacket. Cable shall be tested per TIA/EIA 568A standards, TSB 67 & 95 Channel Enhanced specifications @ 100 MHz. General Cable GenSPEED 5500 manufactures reference cable. The Contractor shall coordinate with the ISD Project Manager for the exact location of cable termination.
- 6.3.1.5 Backbone cables shall be installed separately from the station cables. Where both cables are installed in a cable tray or wire way, backbone cables shall be installed first and bundled separately from the station cables. To prevent crushing of the bottom cables, they shall waterfall over the side of the cable tray and not rest on the edge of the cable tray.
- 6.3.1.6 Metal "D" Rings of the proper size; spaced at a minimum of 16" inches with room for 50% growth shall be used for securing cables. Plastic composite rings or spools are not allowed.

- 6.3.1.7 Eligible Contractors shall be responsible for determining the actual distances of cabling runs.
- 6.3.1.8 Contractor shall furnish and install house cables per paragraph 6.2.2.9 and Attachment A.

6.3.2 FIBER OPTIC CABLING

REQUIRED

COUNTY WILL INDICATE IF PART OF PROJECT REQUIREMENT AND PROVIDE SPECIFICS.

- 6.3.2.1 The Contractor shall furnish and install the required number of fiber runs and patch cords as per Attachment A.
- 6.3.2.2 The Contractor shall furnish and install composite fiber optic cable run consisting of 12ea multimode 50/125 micron, dual window (850/1300), attenuation @ 3.1/0.8dB/Km and 6ea single mode 8.3/125 micron, dual window (1310-1550) attenuation @ 1.5/1.5dB/Km fiber cable. The cable shall be hybrid, tight-buffered, all dielectric, Kevlar strength member, riser rated OFNR/P orange outer jacket cable. The cable shall contain continuous glass manufactured by Corning or Lucent Technologies with no splices.

Cable runs shall be provided to the following locations:

Fiber Cable Route #1 from MCR to MPOE.

Fiber Cable Route #2 from MCR to 10th flr.

- 6.3.2.3 Cable sheath shall be orange in color or identified (spiral wrapped with orange tape) along its exposed length to indicate that it is a fiber cable.
- 6.3.2.4 All fiber optic cabling shall be terminated unless otherwise specified by the ISD Project Manager. In the event some fiber (dark fiber) is not terminated, unused terminations (connectors) of the proper type shall be installed for future termination.
- 6.3.2.5 The Contractor shall furnish and install a rack mounted 24-port SC fiber distribution enclosure by Corning, or equivalent, equipped with duplex couplers in the 7th floor and 10th floor designated on the provided floor plans. The Contractor shall furnish and install a rack mounted 72-port SC fiber distribution enclosure by Corning, or equivalent, fully equipped with couplers and blanks where necessary, the MCR and TR2 designated on the provided floor plans.
- 6.3.2.6 Duplex SC Connector Housing Panels shall be used for maximum termination density. Single mode duplex couplers shall be blue with ceramic insert, multimode beige composite with metal insert in construction and color.
- 6.3.2.7 Fiber conductors shall be terminated in the proper color sequence as a cable unit Single/Multimode and not mixed with other cables in the same connector panels. This may require leaving blank connectors in some duplex panel configurations with the standard 6ea SM and 12ea MM hybrid fiber cable. Termination shall be per the TIA/EIA-568-B.3, Par. 5.2.4.1, 568SC Position A/B duplex connector.
- 6.3.2.8 Contractor shall provide and install Innerduct for all fiber cables from MCR end to TR Fiber Slack Coil end. Innerduct shall not penetrate a fire dam; it should be cut 6" inches below the fire dam and started 6" inches above if necessary. Innerduct shall meet riser CMR and Plenum CMP ratings, as required. The innerduct shall be white for Plenum/CMP, orange for riser/CMR, and orange for fire retardant.
- 6.3.2.9 The Contractor shall furnish and install each span of the fiber optic cable in one continuous length, with no splices, utilizing building conduits and sleeves where provided.
- 6.3.2.10 All fiber cable Innerduct shall be supported on the wall, using an appropriate-sized standard one-hole or two-hole cable clamp, and placed at 2-feet spacing. At any bend location, a cable clamp shall be placed before and after the bend.
- 6.3.2.11 Contractor shall leave at least one coil (10-15 feet, maintaining bend radii of 10X outside diameter of cable) of fiber optic cable slack for each fiber run in the TRs, and not the MCR. The fiber optic cable shall be clamped near the point of entrance into the fiber distribution panel. There shall be three (3) feet of tight buffer slack coiled in the fiber distribution panel before termination.

- 6.3.2.12 Contractor shall fill unused fiber optic distribution panels in each distribution box with blank distribution panels, and any unused port connectors with snug-fitting rubber boots or caps to prevent dust contamination.
- 6.3.2.13 Fiber patch cords shall be 50/125 multimode, orange in color as manufactured by Panduit. Patch cord construction shall be of the two single-fiber subunit Zip Cord type. Fiber patch cords shall be labeled at the equipment end with the appropriate cable termination information. Termination shall be per the TIA/EIA-568-B.3, Par. 6.4, and 568SC Position A/B duplex connector.
- 6.3.2.14 Contractor shall provide and install Bend Radius Control Clips (Panduit # CMBRC1).
- 6.3.2.15 The Contractor shall furnish, install, splice, and terminate, with UV or heat-cured epoxy, all fiber optic strands on ceramic ferrule connectors in each distribution enclosure. The Contractor shall install the same type of connectors for the multimode cable and the single mode cable.
- Eligible Contractors shall be responsible for determining the actual distances of cabling runs.

6.3.3 FIRE STOPPING

REQUIRED

COUNTY WILL INDICATE IF PART OF PROJECT REQUIREMENT AND PROVIDE SPECIFICS.

- 6.3.3.1 All penetrations in fire-rated building structures/walls/floors/ceilings shall be fire-stopped per NFPA, American Society for Testing and Materials, and NEC specifications with a UL rating. This requirement applies to through penetrations (complete penetration) and membrane penetrations (through one side of a hollow fire rated structure). Any penetration item, i.e., riser slots and sleeves, cables, conduit, cable tray, and raceways, shall be properly fire stopped.
- 6.3.3.2 All fire stop systems with 2-hour (minimum) rating shall be installed in accordance with the manufacturer recommendations and shall be completely installed and available for inspection by the inspection authorities prior to cable system acceptance.
- 6.3.3.3 Durable and reenter able fire putty shall be used wherever possible.
- 6.3.3.4 All flush wall outlets on rated sound walls and firewalls shall have a fire/putty blanket on the backside of the outlet and meet fire code standards. Note that this is for new and newly completed construction. New outlets installed on these walls shall be surface mounted with the proper fire stopping.
- 6.3.3.5 All firewall penetrations shall have a metallic conduit and fire stopping installed. The hole around the conduit shall be fire-stopped and watertight.
- 6.3.3.6 Innerduct shall not penetrate a fire dam; it must be cut six inches (6") below and six inches (6") above the fire dam if necessary.

6.4 CABLE TESTING

REQUIRED

COUNTY WILL INDICATE IF PART OF PROJECT REQUIREMENT AND PROVIDE SPECIFICS.

- 6.4.1 All testing shall be per "Los Angeles County Commercial Building Telecommunications Wiring Standard 902" and companion documents for fiber and copper cable testing. The ISD Project Manager shall certify prior to testing the following:
- Test meter(s) have been calibrated to TIA/EIA Standard within the last 12 months. Each meter shall have a Certificate of Compliance, showing meter serial number and be dated.
 - Test meter(s) shall be fully charged.
 - Test configuration set to the County standards.
 - Manufacturers warranty certification (if applicable) requirements shall be reviewed to ensure that all warranty requirements are met.

- Copper testing shall be in accordance with “Copper Cable Inspection, Test and Acceptance Requirements for Premises Structured Cabling” (Los Angeles County Commercial Building Telecommunications Wiring Standard 902).

- 6.4.2 Contractor shall test voice cables for opens, shorts, grounds, reversals, and continuity using a Siemens STM-B cable tester or equivalent.
- 6.4.3 Contractor shall test, certify, and provide documentation on data cables in accordance with TIA/EIA-568A-5 Category 6 Basic Link test Standards using a suitable Category 6 tester. Documentation of end-to-end test results on each data run (identified by jack number, test configuration and dated) shall be provided to the ISD Project Manager.
- 6.4.4 Contractor shall furnish one (1) printed copy and three (3) copies on electronic media (CD/DVD) with the complete set of test results.

6.5 **VOICE SYSTEM (Legacy)**

COUNTY WILL INDICATE IF PART OF PROJECT REQUIREMENT AND PROVIDE SPECIFICS.

6.5.1 PRIVATE BRANCH EXCHANGE (PBX) REQUIRED

COUNTY WILL INDICATE IF PART OF PROJECT REQUIREMENT AND PROVIDE SPECIFICS.

- 6.5.1.1 Contractor shall furnish and install a NEC IPX upgrade to the existing NEAX2400 ICS equipped with the following:

	Working ¹	Equipped ²	Wired ³
Level 3 Redundancy (CPU and power)	<u>YES</u>	_____	_____
Analog Station Ports	<u>0</u>	_____	_____
Digital Station Ports	<u>64</u>	<u>80</u>	<u>80</u>
PIM	<u>1</u>	<u>1</u>	<u>1</u>
T1 PRI interface with redundant PLO Clocking & Kentrox CSU	<u>4</u>	<u>4</u>	<u>4</u>
T1 CCIS	<u>1</u>	_____	_____
Redundant Power Supply with 4-hr. Battery Stand-by	<u>1</u>	_____	_____
DAT Card (30 Second Announcements)	<u>1</u>	_____	_____
Station Message Detailing Recording interface access	<u>1</u>	_____	_____
Remote Access	<u>1</u>	_____	_____
Voice Mail Interface Card w/supervision, SPA –16LCCC	<u>1</u>	_____	_____
1. Working means, “What will be working at cutover.” 2. Equipped means, “What is working including the additional cards for future additions.” 3. Wired means, “The switch will be sized to accept additional cards when needed.”			

- 6.5.1.2 Contractor shall furnish and install all necessary Chip kits to support the upgrade of the existing Analog, Digital, CCIS, C.O. and DRU cards.
- 6.5.1.3 Contractor shall furnish and install three (3) Healthcare Application Operator Workstations with HIS Patient Database Integration. HDHS will furnish the PC's.
- 6.5.1.4 Contractor shall provide MAT access via LAN.
- 6.5.1.5 Contractor shall furnish and install UCB (Unified Communications for Business) configured for:
 - a. One (1) server with Dual CPU and Redundant Hot-Swappable Power Supply.
 - b. Fifty (50) Q-Control Agent Licenses.

- c. Fifty (50) Q-Desktop Workstation Application Licenses.
- d. Twenty (20) Q-Announce Ports (Simultaneous access to queue announcements and automated attendant messages).
- e. Five Hundred (500) UCB Licenses for 500 VM Users.
- f. Thirty Two (32) Dialogic Ports.
- g. One (1) Callback Feature – Per Site License.
- h. One (1) Interface to the NEAX2400 IPX on existing Analog Ports with Supervision.
- i. One (1) Access via LAN.

6.5.1.6 Contractor shall furnish and install an Automated Appointment Reminder System consisting of:

- a. One (1) XTEND FLASH ALERT-8 Analog Port.
- b. One (1) Server to support application (Microsoft 2003).
- c. One (1) SPA-16LCCD-B (Analog Card w/Supervision).
- d. One (1) APC Smart-Ups 3000 120V.
- e. Design and Create Database (Microsoft 2005 Express Addition).
- f. Include the following software modules; Appointment Reminder, Member Access – Self Enrollment and Sentry – up to ten (10) computers can receive a “screen pop” when a flash alert message is sent to them.

6.5.1.7 Contractor shall furnish and install a PIM and start a new stack as part of the upgrade.

6.5.1.8 Contractor shall furnish and install a MAT PC and printer with the following **minimum** requirements:

Dell Optiplex SX270 Ultra Small Form Factor
Intel Pentium 4 Processor 2.80GHz, 512K/533MHz FSB
512MB DDR Non-ECC SDRAM 333MHz (2 DIMMs)
Dell PS/2 Keyboard, No Hot Keys
Dell UltraSharp 1703FP flat panel with metal stand (17.0 viewable)
Integrated Intel Extreme Graphics
40GB EIDE, 9.5 MM, 5400 RPM
1.44MB 3.5 Inch Floppy Drive
MS Windows XP Professional, SP1, with Media and NTFS
MS Office XP Professional, factory installed
Dell PS/2 button mouse
Integrated Intel Gigabit (10/100/1000), with Alert Standards Format
24X CD-ROM, Slimline
Integrated Sound Blaster Compatible
Resource CD
Energy Star Enable
3 Year Limited Warranty plus 3 Year NBD On-Site Service
No Installation
HP DeskJet 9300 Printer, mpn=C8136A#A2L
HP USB 2.0 printer cable, 6 feet, mpn=C6518A
3-year HP next-day exchange extended service plan for DeskJet, mpn=H3683A

6.5.1.9 Contractor shall furnish and install the latest version of software including the Basic Program and back-up software on a floppy disk.

6.5.1.10 ISD personnel shall develop the Telephone Data Base. Contractor shall develop the Call Flow database for the Call Center.

6.5.1.11 The Redundant Power Supply shall be ADS with the batteries in the rack. The ADS rack shall be a Zone 4 MAG rack (Model 4NR84). The MAG rack shall be bolted to the floor with four 12mm (1/2") diameter HILTI HSL expansion anchors, or equivalent. Include a 5-amp circuit breaker for the Voice Mail System by SBC.

6.5.1.12 Contractor shall furnish and install the following equipment:

Description (HDHS)	Installed	Spare	Spare Labels
Series i 16, Black	<u>50</u>	_____	<u>1 Pkg.</u>
NEC Conference MAX (Cordless)	<u>1</u>	_____	_____

6.5.2 EKTS (NORSTAR)

REQUIRED

COUNTY WILL INDICATE IF PART OF PROJECT REQUIREMENT AND PROVIDE SPECIFICS.

6.6 CISCO CONVERGED IP NETWORK SOLUTIONS REQUIRED

6.6.1 IP TELEPHONY

REQUIRED

COUNTY WILL INDICATE IF PART OF PROJECT REQUIREMENT AND PROVIDE SPECIFICS.

Preface: The following documents are templates to be referenced as Cisco Published Best Practices. The County expects that the Contractors responding to this WOS shall follow these published practices and furthermore, are held liable for any remedies associated with correcting problems that are the result of not following these practices.

Unity-4.x-Install.pdf

Unity-4.x-Admin.pdf

CM-4.1-Install.pdf

CM-4.1-Admin.pdf

CM-Optional Security. PDF

Unity-DiRT Tools.pdf

Unity-Separating from Exchange. PDF

IPCC-7-Hosted-Install-Admin.pdf

Contractor shall be limited to a maximum of five (5) specific individuals to be granted temporary access to the Downey Data Center. Contractor shall provide the names of these individuals two (2) weeks prior to the start date of any work in the Data Center. Identified individuals may be required to sign in and out each time they access the Data Center and may be subject to random searches. ISD Personnel will be responsible for password logon access to the existing IPCC-7-Hosted system. This access is not transferable to any other individual.

6.6.1.1 Contractor shall configure Cisco Call Manager supported by two (2) hour Uninterruptible Power System (UPS), and including other IP Telephony components and instruments as per Attachment A.

6.6.1.2 The Contractor shall furnish and install the latest version of software that is described in Attachment A.

6.6.1.3 County ISD personnel shall develop the Data Base.

6.6.1.4 Contractor shall be responsible to perform the following tasks to ensure a successful and consistent installation:

- Develop configuration documentation with input from the County.

- Develop the implementation-specific Network diagram with input from the County's design team.
- Configure the Call Manager to the desired access and security policy, user classes of service, and toll, station and phone restrictions.
- Receive, inventory and record serial numbers for all equipment delivered at the site.
- Load and configure implementation-specific Call Manager, gateways, phones and, as required, Internetworking Operating System (IOS).
- Unpack and assemble telephony devices and attach the designation strips for each. Racks, servers, and gateways must be labeled with name and ID address as approved by ISD PM.
- Confirm the site readiness prior to equipment installation.
- Install and connect the equipment to County's provided facilities at the agreed upon demarcation points.
- Troubleshoot and replace hardware failures relating to the installation of the equipment.
- Provide remote technical support for the on-site engineer during installation, migration, cut-over, and implementation testing.
- Verify operation of the installed Call Manager(s), Gateway(s) and phone(s) per the Project Implementation Plan.
- Document and deliver system completion certificates for the equipment installed.
- Develop Call Manager implementation test plan with input from the County.
- Develop Unity implementation plan and validate hardware and system software configuration.
- Determine Active Directory configuration for Unity server.
- Configure the Unity server for integration to Call Manager.

6.6.1.5 EMERGENCY PHONES

Furnish and install emergency phones as per quantity shown in Attachment A. The contractor shall be required to coordinate with ISD's Communications Services Analyst (CSA) and Telco's central office in provisioning and testing of Automatic Alternate Route Selection (AARS) from the PRI's to emergency phones. The phones shall be single line Centrex in hunting. The phones shall be placed at selected locations using the station cabling.

6.6.1.6 Contractor must adhere to the County's naming convention applied to all equipment.

6.6.1.7 Contractor shall furnish headsets by Plantronics Part # H171N as per Attachment A .

6.6.2 LAN

REQUIRED

COUNTY WILL INDICATE IF PART OF PROJECT REQUIREMENT AND PROVIDE SPECIFICS.

- 6.6.2.1 Contractor shall furnish and install the following LAN system with two (2) hour UPS as per Attachment A.
- 6.6.2.2 Contractor shall furnish duplex fiber patch cords as required. The fiber patch cords shall be yellow for single-mode and orange for multi-mode.
- 6.6.2.3 Contractor shall furnish any electrical power cords, extension cords, and adapters as necessary to complete the installation of equipment in a satisfactory manner.
- 6.6.2.4 To the extent feasible, the Contractor shall provide for "over the shoulder" training for installation and configuration of LAN equipment.
- 6.6.2.5 Contractor shall insure that a Cisco Certified Installation Engineer (CCIE) with VoIP experience is either on staff or under contract to provide installation support and/or programming for this project.
- 6.6.2.6 The LAN shall consist of 10/100/1000Mbps edge switches inter-connected through fiber-optic cable to a common gigabit layer 3, core-switching infrastructure. The Contractor shall be responsible for all installation and configuration of Cisco equipment including but not limited to catalyst IOS, IP, VLAN, sub-nets, routes, etc. The Cisco equipment, software, and configurations installed must be compatible with the existing LA County network architecture, and network management software and hardware.
- 6.6.2.7 Contractor shall work with the ISD Project Manager to determine tasks required to migrate users from any existing environment to Cisco based Virtual Local Area Network (VLAN) network.
- 6.6.2.8 Contractor shall be responsible for installation, connection, and configuration of all components of the system including the Multi-layer Switch Feature Cards (MSFC), Policy Feature Cards (PFC) and Uninterruptible Power Supplies (UPS) in accordance with instructions to be furnished by the ISD Project Manager.
- 6.6.2.9 Contractor shall utilize an IP address scheme furnished by the County. The Contractor shall permanently affix a machine printed label with the assigned IP address to each equipment component to which one has been assigned.
- 6.6.2.10 Contractor shall furnish, install, set-up and configure all equipment for use with Cisco network management system (Cisco WORKS 2000) or equivalent.
- 6.6.2.11 Contractor shall back-up all switch configurations to each switch's flash memory and to external media (i.e., CD/DVD). When any software changes are made to the system the back-up data shall be updated and given to the ISD Project Manager
- 6.6.2.12 Contractor shall ensure that the most current stable version of software (as recommended by the manufacturer) is installed in the Cisco switches before they are deployed. Software in all switches is to be updated to the most current stable version prior to systems acceptance by the County.
- 6.6.2.13 UPS and extended runtime battery pack installation to require the UPS to be installed on the top and the extended runtime battery packs shall be installed below the UPS with a minimum of 1" of separation between each unit "UPS & BATTERY PACKS"

1. LAN Switch(s) require PORT DESCRIPTIONS for all PATCHED PORTS

6.6.3 IPCC 7.0 Hosted and CVP 3.1

REQUIRED

COUNTY WILL INDICATE IF PART OF PROJECT REQUIREMENT AND PROVIDE SPECIFICS.

- 6.6.3.1 Contractor shall employ Cisco Best Practices while completing the installation, addition to, and/or reconfiguration of IPCC 7.0 Hosted and CVP 3.1.
- 6.6.3.2 Contractor shall assist ISD in adding the appropriate CICM instance to the appropriate existing IPCC servers. The instance name shall be provided by the ISD Design Engineer.
- 6.6.3.3 Contractor shall assist appropriate ISD personnel in reconfiguring all gatekeepers as required.

- 6.6.3.4 Contractor shall develop the database(s) for IPCC Hosted and all components including, but not limited to Call Manager, Unity, and Active Directory with assistance from appropriate County personnel.
- 6.6.3.5 Design and provision the dedicated IPCC Hosted Edition's Call Manager Cluster(s) with dial plan entities (Route Patterns, Translation patterns, Calling Search Spaces, and Partitions).
- 6.6.3.6 The current Cisco/ISD approved naming conventions for VoIP shall be obtained from the ISD Project Manager and adhered to strictly. Any deviations must be approved in writing by the ISD Design Engineer prior to implementation. Any deviations found but not approved as indicated shall be corrected at no expense to the County.
- 6.6.3.7 Design and provision the IPCC Hosted Edition's "ACD" entities including, but not limited to: Agents, Skills, Teams, Call Types, Device Labels, Device Targets.
- 6.6.3.8 Contractor shall furnish, install, and configure H.323 gateways per Attachment A. The Contractor shall coordinate with the ISD Project Manager and other appropriate personnel as required to complete this task.
- 6.6.3.9 Contractor shall assist ISD personnel to ensure successful implementation of IPCC, CVP, and CTIOS. The standard Cisco Agent and Supervisor desktop applications shall be used. Tasks shall include, but are not limited to developing, creating, installing, testing, and validating the IPCC database, call-flow, routing scripts, CVP Prompt recording. Call flow diagram(s) shall be distributed at the bidder's conference. See placeholder in Attachment A.
- 6.6.3.10 Contractor shall program all call-flows, scripts, routing, and/or admin scripts using CVP Q&T and ICM.
- 6.6.3.11 Call Processing Call Flow Design and Scripting:
 - Contractor shall conduct meetings and work with end user and ISD staff to design and program call flow for Call Center application. Eighty (80) hours total.

6.6.4 IP Wallboards

REQUIRED

COUNTY WILL INDICATE IF PART OF PROJECT REQUIREMENT AND PROVIDE SPECIFICS.

- 6.6.4.1 Contractor shall furnish and install a turnkey Enterprise Contact Center Performance Optimization System by Inova Solutions per Attachment A.
- 6.6.4.2 Contractor shall furnish and install Inova Solutions LightLink software with the following modules: Data Source Manager for integration to Cisco IPCC, Administrator, Content Editor, Supervisor, Log Viewer, and Output Channel Manager to interface to the Flat Panel Displays.
- 6.6.4.3 Contractor shall insure that the Contact Center Performance Optimization System has the following minimum functionality: Help System, Message Scheduling, Zone Control, Message File Security, Message Priority, Time of Day.
- 6.6.4.4 Contractor shall provide four (4) Supervisor Workstation licenses.
- 6.6.4.5 Contractor shall mount the Wallboards to the wall or ceiling as directed by the ISD Project Manager. Mounting kits shall be provided as per Attachment A.
- 6.6.4.6 Contractor shall furnish and install Cat5e cabling for connectivity to the LAN and IPCC, per Attachment A.
- 6.6.4.7 Contractor shall furnish and install a theft prevention kit for each wallboard, per Attachment A.
- 6.6.4.8 Contractor shall provide Inova Professional Services to install Inova supplementary software including but not limited to Broadcast Manager, Content Editor, Supervisor, and Log Viewer, on up to four (4) customer provided PCs on-site. Inova Administrator shall **NOT** be installed on any customer PCs.

- 6.6.4.9 Contractor shall provide Inova Professional Services to configure data source managers for data inputs, configure output channel managers for each Broadcast Client, troubleshoot and commission the system. Inova Professional Services shall instruct appropriate ISD personnel on the creation of the data queries required for data inputs to the system.
- 6.6.4.10 Contractor shall furnish and install HP DL380 Server as specified by Inova Solutions. The servers shall be configured by Inova Solutions prior to installation at the County. The server shall be installed in existing rack space in MCR on the 4th floor as directed by the ISD Project Manager.
- 6.6.4.11 Contractor shall provide the standard Inova support and maintenance package with day coverage for one (1) year after acceptance of system. The Contractor shall furnish the estimated annual renewal cost of this package including software updates as per Attachment A.
- 6.6.4.12 Contractor shall provide Inova Professional Services to install up to three (3) Broadcaster Clients on Customer PCs as required or requested by the ISD Project Manager.

6.7 COMPUTER TELEPHONY INTEGRATION

COUNTY WILL INDICATE IF PART OF PROJECT REQUIREMENT AND PROVIDE SPECIFICS.

6.8 BUILDING SYSTEMS

COUNTY WILL INDICATE IF PART OF PROJECT REQUIREMENT AND PROVIDE SPECIFICS.

6.8.1 PUBLIC ADDRESS SYSTEM

REQUIRED

COUNTY WILL INDICATE IF PART OF PROJECT REQUIREMENT AND PROVIDE SPECIFICS.

- 6.8.1.1 The Public Address (PA) system shall be five (5) zone plus all call system. Each zone shall be accessed independently from the other zones. The system shall have the capability to access multiple zones simultaneously with different telephone inputs. Access to any zone shall not interfere with the access to any other zones. "All call" shall have priority over the local zones and shall override the local zone page. The Public address system shall be accessed via telephone within the building. Zone selection shall be made via the telephone keypad.

Installation

- 6.8.1.2 Contractor shall be responsible for verifying site conditions and for furnishing the proper type and quantity of material.
- 6.8.1.3 Contractor shall furnish and install a complete and fully functional PA System.
- 6.8.1.4 Contractor shall furnish and install all materials required for the PA system and in accordance with the manufacturer's instructions and specifications.
- 6.8.1.5 Contractor shall verify and coordinate all activities and attachment locations with the ISD Project Manager and General contractor.
- 6.8.1.6 Contractor shall install the PA system in accordance with all codes and regulations including but not limited to NEC and uniform Building Code.

Cabling

- 6.8.1.7 Contractor shall install the cabling above the ceiling level that is supported independent from the supports used for the suspended ceiling and other systems above the ceiling.
- 6.8.1.8 Contractor shall furnish and install cabling support hardware for the cabling.

- 6.8.1.9 Cabling shall not lie on the ceiling tiles or hard ceiling. Cabling supports may be attached to the laminated wood beams and metal beams.
- 6.8.1.10 Contractor shall connect the cabling to the speakers within its respective zones.
- 6.8.1.11 Contractor shall connect the cabling from each speaker zone to the respective 25V output of the zone amplifier.

Speakers

- 6.8.1.12 Contractor shall install all speakers as shown on the plans distributed at the Contractors' Conference and shall verify all speaker locations.
- 6.8.1.13 Contractor shall cut the ceiling tiles and hard ceiling as required for the installation of the speaker enclosures and speaker support brackets.
- 6.8.1.14 Contractor shall repair, replace and reinstall any material damaged during the course of this project.
- 6.8.1.15 Contractor shall furnish and install earthquake bracing and supports for the speaker assemblies (speaker, enclosure, support bracket, cabling). Cabling supports may be attached to the laminated wood beams and metal beams. Contractor shall attach all four corners of the speaker support brackets to the suspended ceiling grid.

Amplifiers

- 6.8.1.16 Contractor shall set the speaker tap setting to 1 watt.
- 6.8.1.17 Contractor shall install the amplifiers at the locations shown on the plans and securely fasten the amplifiers to the wall.
- 6.8.1.18 Contractor shall furnish and install wall mounted UPS for the amplifiers and telephone access equipment. UPS shall provide the equipment with a minimum of 1 hour of back up power to operate the equipment should there be an interruption of local power.

Telephone interface units

- 6.8.1.19 Contractor shall install the telephone interface units. Each Valcom unit shall be used for the local zone page and the PCM 2000 shall be used for all call. Paging shall interface via 4 VIC2-4FX0. The Contractor shall provide the cable connection from the voice gateways to each of the amplifiers installed in MPOE and MCR.
- 6.8.1.20 Contractor shall connect the inputs of the telephone interface units to the phone system outputs assigned for telephone page access. Contractor shall test the telephone access.

Volume Controls

- 6.8.1.21 Contractor shall install volume controls where shown on the plans.
- 6.8.1.22 Contractor shall mount volume controls flush with the wall. Contractor shall connect the volume controls to the respective speakers within the room the volume control is located in. The volume control shall control only the speakers within the room the volume control is located in.
- 6.8.1.23 Contractor shall coordinate with the ISD project manager and the General Contractor to ensure that the outlet box for the volume control is sufficiently sized and installed to accommodate for the volume control.

6.8.2 INTRUSION DETECTION AND ALARM SYSTEM REQUIRED***COUNTY WILL INDICATE IF PART OF PROJECT REQUIREMENT AND PROVIDE SPECIFICS.*****System Description**

- 6.8.2.1 Contractor shall provide detection and push-button reporting to building security system. All perimeter doors shall be equipped with dedicated, concealed magnetic contact switches. Interior protection shall be provided by combination passive infrared/microwave detectors located as indicated on the drawings.
- 6.8.2.2 The alarm siren(s) shall be installed adjacent to the Command Center(s) and as indicated on the blueprints. Each alarm device shall report to the County's Central Station as a separate point. Each alarm device, including panic buttons, must be in its own zone. Use point expander OctoPopit module(s) for the point expansion of the alarm panel and a separate enclosure(s) D8103 to house the expansion device(s). Install alarm cables home run from each alarm device to the panel. Installation of modules, devices and wiring shall be in accordance with Bosch/Radionics design, engineering standards. Additional D8132 Battery Charger / power supplies, batteries, OctoPopits, OctoRelays, and associated cables shall be mounted in additional D8103 cabinet(s). Maximum build out per D8103 or enclosure shall be 5 modules and/or 2 each 7AH/12V batteries.
- 6.8.2.3 The intrusion alarm cables shall be installed horizontally through the ceiling area in a neat and orderly fashion and supported by cable hangers at appropriate intervals. The cables shall be positioned at least six (6) inches away from any electrical equipment, electrical wiring, telephone cabling, intercom cabling and data wires. Exposed wiring shall only be permitted above ceiling level or ten feet from floor level. The installation shall comply with the County of Los Angeles Building Safety and Fire Codes. Contractor shall furnish copies of all permits issued for the scope of work.
- 6.8.2.4 The Bosch/Radionics D7412/9412 Alarm Communicator Panel and associated equipment enclosures shall be installed in the MCR room. Clearance in front of all cabinets shall be a minimum of 36 inches. The alarm shall report to the County Central Station.
- 6.8.2.5 The Bosch/Radionics Alarm Communicator Panel shall power all peripheral alarm devices for 24 hours of standby time with 5 minutes in alarm condition conforming to NFPA 72 central station requirements in the event of power failure. Bosch/Radionics load calculation worksheet page 61 & 63 of document 74-07692-000-D shall reflect all security equipment component current loads, standby battery requirements and standby battery calculations. Additional D8132 battery charger modules and batteries shall be installed in Bosch/Radionics D8103 enclosures. All transformers shall be mounted in D8004 enclosures. The intrusion alarm equipment shall have a dedicated branch circuit identified and labeled with panel and branch circuit number on power receptacles covers.
- 6.8.2.6 Terminations and connections throughout system the shall employ terminal strips with rising wire clamp screws or solder terminals, all in cabinets or enclosures. Telephone punch type blocks, and electrical wire nuts are not acceptable. In cases where shielded cable is used, all shields will be grounded.

Alarm cable (Panic Alarm Feed)

- 6.8.2.7 Plenum rated, stranded, shielded, 20 gauge or larger, 2 pair twisted wire for keypad, glass break sensors and passive infrared / microwave detectors, 1 pair wire for door switches.
- 6.8.2.8 The alarm contractor shall be an authorized and current direct Bosch/Radionics Dealer. The contractor must provide proof of dealership with Bosch/Radionics as well as verification of prior experience with Bosch/Radionics Controllers and System design, Detection Systems and have experience with programming system features. The installer must provide proof of training via a valid training certificate. Certificate must have been issued more than six (6) months and less than five (5) years prior to installation date. **Proof of dealership must be attached to this quotation.**

- 6.8.2.9 The alarm contractor shall be responsible for programming and testing the alarm panel in the local mode. The alarm contractor shall furnish the County with completed Bosch/Radionics programming sheets and As-Built 8½" x 11" print(s) that indicate each device/point location identified to reflect 16 character idle text in programming on not less than 12 point text on floor plan.
- 6.8.2.10 The alarm contractor shall program the system to activate or arm at a time to be determined (see ISD Project Manager for coordination) each night except Saturdays, Sundays, and Holidays. The system will automatically disarm at 6:00A.M., or by authorized staff or on-site security staff. The control panel will incorporate by means of programming and wiring logic, one or more input area disarming points and output area armed relays that will disarm the area(s) when armed, by means of a momentary contact closure received from the access control system. These areas may differentiate between perimeter and interior protective devices. Contactor shall coordinate with the ISD Project Manager. .
- 6.8.2.11 The intrusion alarm and card access systems shall be integrated. See card access system for operational overview and specifications.
- 6.8.2.12 The alarm contractor shall provide hands on training to County staff in the operation of the system. Contractor shall provide County with a roster of training attendees.

6.8.3 PANIC ALARM

REQUIRED

COUNTY WILL INDICATE IF PART OF PROJECT REQUIREMENT AND PROVIDE SPECIFICS.

- 6.8.3.1 Contractor shall provide and install Panic Alarm wiring. Such wiring shall be installed from the MCR or each TR to each workspace, wall outlet, or freestanding desk. Panic Alarm wire shall be plenum rated, twisted pair, 20 AWG, orange in color. Each wire will have at least eight (8) feet of slack at each end, coiled, labeled and neatly tied to the MCR/TR wall. All panic wires will be identified on project as-built drawings.
- 6.8.3.2 Contractor shall furnish and install one (1) Middle Atlantic Equipment Cabinet, described below.
- 1 ea. Middle Atlantic cabinet WRK-44SA-32
 - 2 pr. Middle Atlantic rear rack rails WRK-RR40
 - 1 ea. Middle Atlantic Vented front door VFD-44
 - 1 ea. Middle Atlantic vented top panel MW-VT
 - 1 ea. Middle Atlantic seismic kit WRK-Z4
 - 1 ea. Middle Atlantic vent cover kit VBK-WSA32
 - 1 ea. Middle Atlantic power strip PD-1415C

6.8.4 ACCESS CONTROL SYSTEM

REQUIRED

COUNTY WILL INDICATE IF PART OF PROJECT REQUIREMENT AND PROVIDE SPECIFICS.

CHECKPOINT ENTRY SYSTEM

System Installation Requirement

- 6.8.4.1 The card readers shall be furnished and installed by the communication contractor as indicated on the blueprints. The card readers shall be connected to locking device at the perimeter doors. The main controller and terminal controllers shall be installed in the MCR/TR.
- 6.8.4.2 Magnetic door contact switches at the card readers location shall connect to the card access panel to reset the locking device at the door when closed.

- 6.8.4.3 The communication contractor shall coordinate with the general contractor in selecting the door locking devices. The door locking devices must be rated at 24 Vdc. for continuous duty.
- 6.8.4.4 County will be responsible for programming the card access system. There will be no equipment substitutions accepted in the Checkpoint entry system section.
- 6.8.4.5 Low voltage contractor shall coordinate with the elevator contractor to install a card reader outside the elevator and make it fully functional.
- 6.8.4.6 The communication contractor must have current Checkpoint Pinnacle certification and is to be an authorized Checkpoint dealer for a minimum of two (2) years in good standing. The low voltage contractor is to provide certification and proof of a minimum of three (3) previous Pinnacle installations.

6.8.5 CCTV REQUIRED

COUNTY WILL INDICATE IF PART OF PROJECT REQUIREMENT AND PROVIDE SPECIFICS.

6.8.6 MATV REQUIRED

COUNTY WILL INDICATE IF PART OF PROJECT REQUIREMENT AND PROVIDE SPECIFICS.

System Description

- 6.8.6.1 Contractor shall be to provide UHF/VHF/FM signals to the building. The system shall consist of an antenna, external and internal coaxial cable, a distribution amplifier, and three (3) drops.
- 6.8.6.2 The antenna shall be mast mounted on the roof. The antenna, mast and cable shield shall be grounded to the building ground using a #2 ground. The distribution amplifier shall be mounted on the designated plywood backboard as indicated on the drawings.
- 6.8.6.3 The coaxial cables (CMP rated) shall be installed horizontally through the ceiling area in a neat and orderly fashion and supported by cable hangers at appropriate intervals. They shall be routed through the MCR on the first floor. Three (3) drops may be looped. In-line attenuators shall be used to pad the signal as necessary to prevent overload of the signal the end of the drops.
- 6.8.6.4 Materials and Equipment
- o Distribution Amplifier – Pico Macom, INC. TA-52, wall mounted
 - o Antenna – Winegard PR-7037 Antenna
 - o Cable – West Penn Plenecom
 - o RG-6/U Type CATV/MATV Coaxial Cable Coaxial Cable 69. Gas injected foam polyethylene.
 - o External cable P/N AQC841 Moisture Blocking
 - o Internal cable P/N 25841
 - o Connectors – as required. All faceplates shall be electrical Ivory

6.8.7 VIDEO TELECONFERENCING REQUIRED

COUNTY WILL INDICATE IF PART OF PROJECT REQUIREMENT AND PROVIDE SPECIFICS.

6.8.8 TWO-WAY TALK-THRU SYSTEM REQUIRED

COUNTY WILL INDICATE IF PART OF PROJECT REQUIREMENT AND PROVIDE SPECIFICS.

- 6.8.8.1 Contractor shall furnish and install a Two-Way Talk-Thru System, which shall permit two-way, hands-free communication between both attendant and customer. Both can talk and hear at the same time (as if the two parties were together in the same room).
- 6.8.8.2 It is the responsibility of the Contractor to coordinate with the General Contractor for the installation schedule and to deliver a fully functional system.
- 6.8.8.3 Contractor shall furnish and install:
 - Two-way talk-thru communicator – Norcon model TTU-1AAALK.
 - All other hardware as required for a fully functional system.

7.0 **PROJECT MANAGEMENT**

- 7.1 Contractor's Project Manager shall be responsible for all work performed by their staff or their subcontractors. On-site supervision of Contractor and/or subcontractor personnel shall be the responsibility of the Contractor's Project Manager.
- 7.2 Contractor's Project Manager shall be responsible for attending and participating in various meetings including those for planning, activity and resource coordination, quality control, and scheduling.
- 7.3 Contractor's Project Manager shall submit written **biweekly** status reports, via email, to the ISD Project Manager with copies sent simultaneously to the ISD Project Manager's supervisor and to the Section Manager, Premises Systems Engineering Section. Reporting shall commence from the project "Kick-off" meeting and continue until the provisions of Paragraph 10.0, Test/Acceptance, have been satisfied. The purpose of the report is to control expenditures and ensure the timely provision and installation of deliverables. The status report should describe the progress in achieving the tasks in the PIP (See Paragraph 5.0, General Conditions and Requirements). The Contractor must notify the County in the status report of any task for which the Contractor is responsible that the Contractor has not completed as scheduled. Any difficulties or issues that could jeopardize completion of the project as scheduled must be identified, with recommendations for resolution. As necessary, the PIP will be updated and relevant updated portions attached to the status report.
- 7.4 Change Orders
 - 7.4.1 Change Order Budget shall only be utilized for any changes in project scope requested by the ISD project manager and/or Customer representative with written confirmation. Change order amount shall only be for change in scope only. Other contractor's activities related to the change order including project management, engineering and consultation shall not be billable to the County.
 - 7.4.2 Proposed project schedule is based on initial construction schedule provided by the construction project team. Contractor's project manager shall be responsible monitoring construction schedule throughout implementation phase in order to evaluate and assign Contractor's resources and sub-contractors accordingly. Change in project schedule does not constitute a change order.
 - 7.4.3 Cabling and other equipment installation, if applicable, is based on field conditions and communications facilities as established during the bid conference walk-thru. Any additional changes in materials and associated labor required by Contractor during the installation phase shall be absorbed by the Contractor and shall not be billable to the County.

8.0 **TRAINING**

Provide the training class/session, number of users, and hours required for each training.

8.1 On-Site training shall include the following:

End-User Training:

Technician Training:

8.2 When feasible during the installation or configuration of any equipment that may be required, Contractor will contact the ISD's Maintenance Supervisor to coordinate with ISD's technician to accompany the Contractor's technician. This will permit ISD's maintenance staff to become familiar with the equipment being installed and configured. This "over the shoulder" training should be conducted as may be deemed feasible to do so.

9.0 **DOCUMENTATION**

Contractor shall provide literature, instruction manuals, warranty materials, drawings, wiring diagrams, system schematic diagrams, programming setups, software, training videos, PIP, status documents, project documentation, and all other documentation that comes with each equipment item. The following documentation deliverables are required where applicable to this project:

- 9.1 Contractor shall provide and deliver to the ISD Project Manager at the conclusion of the project three (3) sets of all documentation both electronically, (3) 128GB USB flash drives, and (3) printed tabbed media binders (except for cable test results where only one (1) printed copy, and an electronic copy on each of the USB drives are required).
- 9.2 When distribution cabling (fiber or copper) has been installed by the Contractor, Contractor shall update existing County provided riser diagrams (if available) or provide new diagrams for those facilities installed by the Contractor. The riser diagram shall include cable length measurements and number pairs or strands.
- 9.3 When station cabling (voice and data) has been installed by the Contractor, Contractor shall provide a cable inventory in a format provided by the County. The inventory shall list the cable ID, the user department, the room number where terminated, and the wiring closet where terminated (block id or patch panel id).
- 9.4 Where LAN equipment has been installed by the Contractor, Contractor shall provide a bay face layout of each wiring closet installation. A "spider diagram" shall be provided showing each piece of equipment and its relationship to other installed equipment to which it is connected. The Contractor shall provide a listing of the configuration of each switch installed. A listing of equipment shall be provided by the Contractor listing the equipment installed by description and manufacturer part number, installed location, serial number, and warranty start and end dates (if applicable).
- 9.5 Where equipment or wiring is installed by the Contractor, Contractor shall furnish a cut-sheet detailing the connections between the equipment and the station wiring. The County shall provide the Contractor with a form (Excel spreadsheet) for this purpose.
- 9.6 All drawings and diagrams shall be submitted on paper no larger than 11"X17" and shall also be submitted on (2) USB (128Gb) Flash Drives formatted as MS VISIO 2010 or AutoCAD 2009.
- 9.7 All other documentation except manuals and test results shall also be submitted on the (2) USB (128Gb) Flash Drives using Microsoft Word 2010 and/or Excel 2010 formats and one hard copy binder.
- 9.8 A single copy of Test Results shall be submitted in loose leaf, three ring binders, tabbed according to Test Results where cabling terminates and included on the final USB (128Bg) Flash Drives.
- 9.9 Upon conclusion of the project, the Contractor shall update the PIP, providing: "as built" drawings & plans indicating equipment locations; elevation rack layouts; riser diagrams; wiring diagrams, equipment interconnect drawings, configuration and programming setups, and "As Built" Bid Schedule of Materials and

Services. This schedule is the net result of compilation of Attachment A and all change orders and reflects the actual materials and services delivered to the County. These documents will be included on the final (3) USB (128Gb) flash drives.

- 9.10 "In an effort to better track LA County's Cisco inventory and improve the efficiency of our Smart Net renewal process, we will specify a Cisco site ID on our closure document that should be included in our Smart Net quote."

AN	Animal Care and Control	LA COUNTY ANIMAL CARE	400189725
AS	Assessor	LOS ANGELES COUNTY ISD	2758909
AU	Auditor Controller	COUNTY OF LA AUDITOR CONTROLLER	415686445
BS	Board of Supervisors	LOS ANGELES BOARD OF SUPERVISORS	404045444
CH	Children and Family services	DEPT OF CHILDREN AND FAMILY SERVICES	416837140
CS	Community & Sr Citizens Services	LAC COMMUNITY SENIOR SERVICES	820229265
DA	District Attorney	LA COUNTY DISTRICT ATTORNEY	1000033185
FR	Fire Department	LA COUNTY FORRESTRY AND FIRE DEPT	417056688
HM	Human Resources Dept	LAC Human Resources	1001684929
ME	Department of Coroner	LA COUNTY DEPT OF THE CORONER	400890380
MH	Mental Health	LAC DEPT OF MENTAL HEALTH	414362716
MV	Military & Vets Affairs	LA COUNTY ISD MILITARY & VETERANS AFFAIRS	417079567
PB	Probation Department	LA COUNTY PROBATION	411454386
PD	Public Defender	LAC PUBLIC DEFENDER	411933976
PH	Public Health Programs	LOS ANGELES COUNTY DEPT OF PUBLIC HEALTH	820052503
PK	Parks and Recreation Department	LA COUNTY DEPT OF PARKS & REC	1176215
PL	Public Library	LAC PUBLIC LIBRARY	403609416
PW	Public Works Department	LA COUNTY DEPT OF PUBLIC WORKS	800087241
RR	Registrar Recorder	LA COUNTY REGISTRAR RECORDER	400786036
SH	Sheriff	LOS ANGELES COUNTY SHERIFFS DEPT	1001098684
SS	Public Social Services Dept	LA COUNTY DPSS	400186646

10.0 TEST/ACCEPTANCE

The following test/acceptance deliverables are required where applicable to this project.

- 10.1 ISD shall test all the newly installed equipment and verify that the systems are fully operational, fully functional, and completely installed.
- 10.2 ISD shall accept the various systems installed and make payment to the Contractor only after the ISD has received all deliverables specified and the Contractor has fulfilled all obligations of the Work Order. This shall require, among other things, that the Contractor:
- Has provided all materials and services included in the Attachment A and all change orders.
 - Has provided to the ISD Project Manager a final "As Built" Schedule of Materials & Services.
 - Has tested all systems and provided test results to ISD indicating operability in accordance with the specifications.

- Has completely provided to the ISD Project Manager the documentation as required by Section 9.0, Documentation.
- Has cleared all deficiencies (Punch List items).
- Has turned over to ISD any spare parts as specified in the WOS.
- Has restored to original condition any damaged County premises, premise facilities, or equipment caused by Contractor personnel.
- Has cleared all material and debris from the work site and generally restored the work site to an orderly condition.
- Has removed all abandoned or non-working equipment, wiring and mountings from the TRs, ducts, and conduits.
- Has contacted and made arrangements for the ISD Maintenance Supervisor to determine the disposition of existing equipment.
- Has dressed all cables, patch cables, and power cords after user migration.
- Has fire stopped required conduits and pathways.

11.0 **WARRANTY, MAINTENANCE & SUPPORT**

OVERVIEW

- 11.1 The expressed and implied one-year post-implementation warranty, maintenance, and support package that is bid by the Eligible Contractor must be separately priced in Attachment A.
- 11.2 The one year expressed warranty and maintenance package must contain a basic professional level of responses to all trouble tickets reported with technically trained and qualified onsite support, including maintenance to include proactive installation of software upgrades and patches, configuration management, and implementation and resolution of fixes to problems and potential problems observed and reported via the monitoring process or as notified by the County if applicable.
- 11.3 The expressed and implied one-year post-implementation warranty shall be for the completed system purposes as stated in the TESMA contract.

WARRANTY

- 11.4 In accordance with TESMA, the Contractor implies and expressly warrants to the County that the complete system including equipment shall be free from defects in material and workmanship for a period of twelve (12) months from the date of acceptance of the entire system by the County. Labor for parts replacement shall be included in the warranty.

11.5 MAINTENANCE

From the beginning of the project until the County accepts the system, the Contractor shall be responsible for troubleshooting and maintenance of the system including replacement of failed components.

LA County Departments with 24 hour Operations

Contractor shall provide, included at no extra cost to the County, twenty-four hours a day, seven days a week, three hundred and sixty five days a year labor for troubleshooting, diagnostics, programming, and replacement of parts when trouble is reported. During the

warranty period, the Contractor shall provide routine maintenance support services during all hours Monday through Sunday at any after-hours support. After hours support shall be required in the event of catastrophic incidents. After hours support (6:00 p.m. to 7:00 a.m.) shall be required for troubleshooting, diagnostics, and repair of the systems installed and non-hardware related issues must be resolved in a two hour time frame from service personnel arriving onsite, and hardware related issues must be resolved by the end of normal business hours next business day from service personnel arriving onsite.

11.6 LA County Departments with Normal Business Hours of Operations

Both during the warranty period and during installation and acceptance testing, the Contractor shall respond to any service calls within a four-hour time period. The LA County Customer Assistance Center (CAC) shall be contacted by the TESMA vendor by phone and email to facilitate communications between the internal teams and vendor diagnostic and monitoring teams. The County shall measure this period from the time the Contractor receives notification to the time the Contractor service personnel arrive on-site or Contractor begins providing service via remote access.

12.0 MOVES, ADDS, AND CHANGES ACTIVITY (MAC)

12.1 During the warranty period, the Contractor may be required to perform MAC to the project.

12.2 Quote below the labor rates for providing services during the warranty period and for providing a technician to do on-site installations. The number of hours listed below is to be used as-needed, at County's sole discretion, and is not guaranteed and therefore, is subject to change during the warranty period.

(Navigate Table with Tab/Cursor)		(Fill In Below)		(Calculated)
		(County Estimated)	(Fill in Box)	(2 Click + OK)
Required	Job Title	Hours	Hourly Rate	Hrs. x Rate
☒	On-Site Technician	200		\$0.00
Total				\$0.00

12.3 The above information **will not** be used in the evaluation and selection of the successful bidder. The County may elect to perform none, some or all of the MAC work; thus, none of this work is guaranteed to the Contractor.

13.0 OTHER REQUIREMENTS & SPECIFICATIONS

14.0 FINANCING

14.1 Contractor financing for this project is required. Lease Schedule:

14.2 The lease term for this project is five years or 60 months. The County has specified the Finance Rate Index in the table, below. The Finance Rate Margin must be specified by the Eligible Contractor and remain in effect for the duration of the project. The Final Lease Rate shall be used in calculating the lease payments to be paid to the Contractor upon final project acceptance by the County. The Eligible Contractor shall furnish its Offered Lease Rate, Finance Rate Margin, Monthly Lease Payment, and Total Lease Cost in the table, below.

<u>County Specified</u>		
5.216%	Finance Rate Index per	(A)
	6/26/06	

Eligible Contractor (Fill In Below)			
0.00%	Offered Lease Rate		(B)
0.00%	Finance Rate Margin (bp)		(B-A)
\$ 00,000	Monthly Lease Payment		
\$ 000,000	Total Lease Cost		
Leasing Company Name:			

The above information shall be included in Attachment A in the "Lease Financing" block at the bottom of the Attachment.

Definitions

14.3 Definition of Financing Terms

14.4 Finance Rate Index. The generic two year Treasury Note offered yield posted on the Bloomberg Financial Market for a given date prior to release of the County's WOS.

14.5 Offered Lease Rate. The rate offered by the Eligible Contractor in its response to the County's WOS.

14.6 Finance Rate Margin. The Offered Lease Rate minus the Finance Rate Index. Basis points (bp).

14.7 Final Lease Rate. The sum of: (1) the generic two year Treasury Note offered yield posted on the Bloomberg Financial Market on the date of the County's acceptance of the system and (2) the Finance Rate Margin.

14.8 Lease Amortization. The basis for lease payments shall be calculated on a 30-day month and 360 days per year (30/360) paid at the end of the period.

14.9 Total Lease Cost. Monthly lease payment multiplied by 60. Amount financed is the Project Total shown on Attachment A or "As Built" Schedule of Materials & Services, as applicable.

14.10 County shall verify the calculations used by the Eligible Contractor and, where a difference exists, use the higher amount for the purposes of evaluating Eligible Contractor responses. The Total Lease Cost shall be used in lieu of purchase price in evaluating Eligible Contractor responses.

15.0 **ATTACHMENT A - ORIGINAL BID SCHEDULE OF MATERIALS & SERVICES**

15.1 Submit bid/pricing information using Attachment A.

15.2 The Eligible Contractor is requested to include in the labor/service column of Attachment A a complete itemization of labor pricing for each item of material listed. Exceptions shall be for miscellaneous items that are integral parts of a larger assembly such as minor cables, tie-wraps, labels, angle brackets, bolts, and documentation.

15.3 All other items listed with zero dollar amounts in the labor/service column of Attachment A shall be construed as furnished and installed by the Contractor at no cost to the County.

15.4 The issuance of change orders is to be expected during the course of any project. It is expected that the first change order will accompany the PIP (if required) and another at the closure of the project when equipment spares are requested. All bids submitted shall include the cost and preparation of these and other anticipated change orders.

15.5 Transmit Attachment A, via e-mail to kido@isd.lacounty.gov as described on Page 1 of this WOS.

END OF STATEMENT OF WORK

For County Solicitations subject to the Federal Restriction

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the bid. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS BID BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☐ Request for Local Small Business Enterprise (LSBE) Program Preference

- ☐ Meets the revenues and employee size criteria of the federal Small Business Administration and maintains an active registration as a small business in the System for Award Management (SAM) data base; **and**
- ☐ Certified as a LSBE by the DCBA.

☐ Request for Social Enterprise (SE) Program Preference

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

☐ Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under to DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: **and**
- ☐ Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

- ☐ DCBA certification is attached.

Name of Firm	County Webven No.		
Print Name:	Title:		
Signature:	Date:		
Reviewer's Signature	Approved	Disapproved	Date

Use this form for County Solicitations **Not** subject to the Federal Restriction

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the bid. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS BID BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☐ **Request for Local Small Business Enterprise (LSBE) Program Preference**

- ☐ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- ☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee size that meet the State's Department of General Services requirements; **and**
- ☐ Certified as a LSBE by the DCBA.

☐ **Request for Social Enterprise (SE) Program Preference**

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

☐ **Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: **and**
- ☐ Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

- ☐ **DCBA certification is attached.**

Name of Firm		County Webven No.	
Print Name:		Title:	
Signature:		Date:	
Reviewer's Signature	Approved	Disapproved	Date

SHERIFFS TO PROVIDE BACKGROUND AND SECURITY FORMS

Background check process for Hall of Justice DAS Project

1. Contract workers (including subcontractors) must submit and pass "outside vendor background check" prior to work in the HOJ. Failure to submit or pass the background check **will disqualify the worker to work at the HOJ.**
2. Contractor to submit employees' information for background check which includes all documents (original and copy) requested in the "memo for contract security clearance applicants" with "application form" filled out.
3. Contractor, Subcontractor and workers will have to contact the Pre-Employment Unit (626) 258-3042 and request for an appointment specifying which project they will be working.
4. Workers will also have to fill out other paperwork once they arrive to their interview.
5. Background check process shall begin within 1 day of Construction Notice to Proceed. Background check takes between 7-10 business days after the interview date, total processing time can take up to 3 weeks, sometimes more.

SECURITY CLEARANCE IMPORTANT

THIS APPLICATION IS A PERMANENT RECORD. ALL INFORMATION MUST BE *TYPED OR NEATLY PRINTED*, USING *BLACK INK ONLY*. ILLEGIBLE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

THE ATTACHED INSTRUCTIONS MUST BE FOLLOWED EXPLICITLY.

PART-TIME APPLICANTS WILL FILL OUT ONLY THOSE SECTIONS MARKED WITH A SHADED BLACK BOX ()

IMPORTANT INSTRUCTIONS FOR COMPLETING APPLICATION

IT IS MANDATORY THAT ALL INFORMATION WHICH IS REQUESTED BE SUPPLIED IN THE EXACT NUMBER REQUESTED. EACH QUESTION ON THIS APPLICATION FORM MUST BE ANSWERED, LEAVE NO BLANKS. IF A QUESTION DOES NOT APPLY, ENTER "D.N.A" IN THE SPACE PROVIDED FOR THE ANSWER. *INCOMPLETE APPLICATION WILL NOT BE ACCEPTED.*

1. READ THE FORMS CAREFULLY.
2. LIST ZIP CODES AND AREA CODES ON ALL REQUESTED ADDRESSES AND TELEPHONE NUMBERS.
3. YOU MUST HAVE COMPLETE ADDRESSES AND TELEPHONE NUMBERS OF PRESENT AND PAST EMPLOYERS FOR THE LAST 5 YEARS.
4. COMPLETE ALL THE INFORMATION ON EDUCATIONAL BACKGROUND, LIST LAST HIGH SCHOOL ATTENDED OR GRADULATED FROM AND ALL COLLEGES ATTENDED.
5. LIST ALL RESIDENCES FROM LAST 5 YEARS TO PRESENT. TIME SPENT IN THE ARMED FORCES MAY BE SHOWN AS ONE RESIDENCE, I.E. - 1968-70, U.S. ARMY.
6. LIST RELATIVES IN THE ORDER REQUESTED. INFORMATION ON DECEASED RELATIVES SHOULD BE LISTED AS FOLLOWS: RELATIONSHIP, NAME, "DECEASED" AND BIRTHPLACE.
7. IF THERE IS NOT SUFFICIENT SPACE ON THE FORM TO INCLUDE ALL THE INFORMATION REQUIRED, PLACE A SUPPLEMENTAL INFORMATION SHEET, (8-1/2 X 11-LINED PAPER, IN PROPER SEQUENCE AND COMPLETE THE INFORMATION. BE CERTAIN TO IDENTIFY EACH QUESTION BY ITEM NUMBER ON THE SUPPLEMENTAL INFORMATION SHEET.
8. ANY FALSE STATEMENTS MADE ON THIS QUESTIONNAIRE MAY CAUSE THIS APPLICANTS NAME TO BE REMOVED FROM THE ELIGIBLE LIST OR BE CAUSE FOR IMMEDIATE DISMISSAL IF AN APPOINTMENT WAS MADE.

Please initial this page

SECTION IV - FAMILY HISTORY

1. LIST RELATIVES IN THE FOLLOWING ORDER: MOTHER (MAIDEN NAME), FATHER, STEP-MOTHER, STEPFATHER, BROTHERS, SISTERS, LEGAL GUARDIAN

RELATIONSHIP	AGE	LAST	FIRST	MIDDLE	NICKNAME/MAIDEN
ADDRESS			CITY	STATE	ZIP CODE
BIRTHPLACE			OCCUPATION		
RELATIONSHIP	AGE	LAST	FIRST	MIDDLE	NICKNAME/MAIDEN
ADDRESS			CITY	STATE	ZIP CODE
BIRTHPLACE			OCCUPATION		
RELATIONSHIP	AGE	LAST	FIRST	MIDDLE	NICKNAME/MAIDEN
ADDRESS			CITY	STATE	ZIP CODE
BIRTHPLACE			OCCUPATION		
RELATIONSHIP	AGE	LAST	FIRST	MIDDLE	NICKNAME/MAIDEN
ADDRESS			CITY	STATE	ZIP CODE
BIRTHPLACE			OCCUPATION		
RELATIONSHIP	AGE	LAST	FIRST	MIDDLE	NICKNAME/MAIDEN
ADDRESS			CITY	STATE	ZIP CODE
BIRTHPLACE			OCCUPATION		
RELATIONSHIP	AGE	LAST	FIRST	MIDDLE	NICKNAME/MAIDEN
ADDRESS			CITY	STATE	ZIP CODE
BIRTHPLACE			OCCUPATION		
RELATIONSHIP	AGE	LAST	FIRST	MIDDLE	NICKNAME/MAIDEN
ADDRESS			CITY	STATE	ZIP CODE
BIRTHPLACE			OCCUPATION		
RELATIONSHIP	AGE	LAST	FIRST	MIDDLE	NICKNAME/MAIDEN
ADDRESS			CITY	STATE	ZIP CODE
BIRTHPLACE			OCCUPATION		

SECTION VII - ARREST INFORMATION

1. EITHER AS AN ADULT OR A JUVENILE, HAVE YOU EVER BEEN DETAINED FOR INVESTIGATION, NAMED AS A SUSPECT IN A POLICE REPORT, HELD ON SUSPICION, QUESTIONED, FINGERPRINTED OR ARRESTED BY ANY LAW ENFORCEMENT AGENCY OR MILITARY AUTHORITY?

☐ YES ☐ NO

IF THE ANSWER TO THE ABOVE QUESTION IS YES, LIST THE INFORMATION BELOW AND WRITE A SHORT NARRATIVE ACCOUNT OF EACH

DATE	CHARGE	ARRESTING OR DETAINED AGENCY	PENALTY & COURT

SECTION VIII - TRAFFIC INFORMATION

1. LIST THE DESCRIPTION OF CURRENT VEHICLE YOU OWN.

YEAR	MAKE	COLOR	BODY TYPE	LICENSE NUMBER

2. LIST EVERY CITATION RECEIVED FOR A MOVING OR EQUIPMENT VIOLATION IN THE LAST 3 YEARS

DATE	CHARGE	DEPARTMENT OR AGENCY	PENALTY (FINE, PROBATION, SENTENCE, ETC)

3. HAVE YOU FAILED TO PAY OR APPEAR IN COURT ON ANY OF THE ABOVE CITATIONS? ☐ YES ☐ NO
[IF YES, EXPLAIN]

4. HAS YOUR DRIVER'S LICENSE EVER BEEN SUSPENDED, REVOKED, PLACED ON PROBATION, OR HAVE YOU EVER RECEIVED A WARNING NOTICE FROM THE STATE THAT ISSUED YOUR LICENSE? ☐ YES ☐ NO IF YES, EXPLAIN

5. HAVE YOU EVER BEEN INVOLVED IN A TRAFFIC ACCIDENT? ☐ YES ☐ NO IF YES, DESCRIBE EACH ACCIDENT IN A BRIEF NARRATIVE INCLUDING DATE, LOCATION, AND POLICE AGENCY INVOLVED AND WHETHER OR NOT YOU RECEIVED A CITATION.

6. HAVE YOU EXPERIMENTED OR USED ANY ILLEGAL SUBSTANCE, DRUGS OR NATCOTICS WITHIN THE PAST YEAR? ☐ YES ☐ NO
(IF YES, EXPLAIN)

I UNDERSTAND THAT ANY APPOINTMENT TENDERED ME WILL BE CONTINGENT UPON THE RESULTS OF A THOROUGH CHARACTER AND FITNESS INVESTIGATION, AND I AM AWARE THAT ANY FALSE STATEMENT OR OMISSION MADE ON THIS QUESTIONNAIRE WILL CAUSE MY NAME TO BE REMOVED FROM THE ELIGIBLE LIST, OR BE CAUSE FOR IMMEDIATE DISMISSAL IF AN APPOINTMENT WAS MADE.

DATE: _____

SIGNATURE: _____

**COUNTY OF LOS ANGELES - SHERIFF'S DEPARTMENT
PERSONNEL ADMINISTRATION - BACKGROUNDS UNIT**

INTRODUCTORY MEMO
FOR CONTRACT SECURITY CLEARANCE APPLICANTS ONLY

You are being considered for the position of _____

Facility / Bureau / Unit _____

■ **Security Clearance** _____

This memo must accompany you when you report to *Personnel Administration, Civilian Background Unit 1441 Santa Anita Avenue South El Monte, CA 91733*

AN APPLICATION PACKET WILL BE PROVIDED BY THE CONTRACTING AGENCY.

Please provide the original and a xerox copy of the following documents to Personnel Backgrounds Unit:

- ◆ Drivers License
- ◆ Social Security Card
- ◆ Birth Certificate (Must be in English)
- ◆ Proof of Automobile Insurance
- ◆ Proof of Legal residence/Alien Registration (if not born in U.S.)
- ◆ Marriage License/Proof of Legal Name Change

*** Allow ample time to complete the interview process and be fingerprinted. ***

**APPLICATIONS WILL BE ACCEPTED BETWEEN THE HOURS OF 8:00 A.M. TO 11:30 A.M.
AND 1:00 P.M. TO 2:30 P.M.**

APPLICANT: (Last) _____ (First) _____ (MI) _____		SOC.SEC # _____	
SEX: _____		RACE: _____	
DATE OF BIRTH - _____			
_____ Contact Person	_____ Agency	(_____)	_____ Phone #
		Area Code	

APPENDIX D



SAMPLE MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

INTERNAL SERVICES DEPARTMENT

AND

(CONTRACTOR)

FOR

**TELECOMMUNICATIONS EQUIPMENT AND SERVICES
MASTER AGREEMENT (TESMA)**

**SAMPLE MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
RECITALS		1
1.0	APPLICABLE DOCUMENTS	1
2.0	DEFINITIONS	3
3.0	WORK	5
4.0	TERM OF MASTER AGREEMENT	8
5.0	CONTRACT SUM	9
6.0	ADMINISTRATION OF MASTER AGREEMENT - COUNTY	12
6.1	Director of ISD	12
6.2	County's Master Agreement Program Director (MAPD)	12
6.3	County's Program Director (County's PD)	13
6.4	County's Program Manager (County's PM)	13
6.5	County's Work Order Project Manager	13
7.0	ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR	14
7.1	Contractor's Project Manager	14
7.2	Contractor's Authorized Official(s)	15
7.3	Approval of Contractor's Staff	15
7.4	Contractor's Staff Identification	15
7.5	Background and Security Investigations	16
7.6	Confidentiality	17
8.0	STANDARD TERMS AND CONDITIONS	18
8.1	Amendments to Master Agreement	18
8.2	Change Notice's and Change Order's to the Work Order	19
8.3	Assignment and Delegation	19
8.4	Authorization Warranty	20
8.5	Complaints	20
8.6	Compliance with Applicable Laws	21
8.7	Compliance with Civil Rights Laws	22
8.8	Compliance with County's Jury Service Program	22
8.9	Conflict of Interest	24
8.10	Consideration of Hiring County Employees Targeted for Layoff or Re-employment	25

**MODEL MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.11	Consideration of Hiring GAIN-GROW Participants.....	25
8.12	Contractor Responsibility and Debarment	26
8.13	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law	28
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program	29
8.15	County's Quality Assurance Plan.....	29
8.16	Damage to County Facilities, Buildings or Grounds	30
8.17	Employment Eligibility Verification	30
8.18	Facsimile Representations.....	31
8.19	Fair Labor Standards.....	31
8.20	Force Majeure	31
8.21	Governing Law, Jurisdiction, and Venue.....	32
8.22	Independent Contractor Status	32
8.23	Indemnification	33
8.24	General Provisions for all Insurance Coverage	33
8.25	Insurance Coverage	38
8.26	Liquidated Damages	40
8.27	Most Favored Public Entity	41
8.28	Nondiscrimination and Affirmative Action.....	41
8.29	Non Exclusivity	43
8.30	Notice of Delays	43
8.31	Notice of Disputes	43
8.32	Notice to Employees Regarding the Federal Earned Income Credit.....	43
8.33	Notice to Employees Regarding the Safely Surrendered Baby Law	44
8.34	Notices	44
8.35	Prohibition Against Inducement or Persuasion	44
8.36	Public Records Act	44
8.37	Publicity.....	45
8.38	Record Retention and Inspection-Audit Settlement.....	46
8.39	Recycled Bond Paper.....	47
8.40	Subcontracting	47

**MODEL MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.41	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	49
8.42	Termination for Convenience.....	49
8.43	Termination for Default.....	50
8.44	Termination for Improper Consideration	51
8.45	Termination for Insolvency.....	52
8.46	Termination for Non-Adherence of County Lobbyist Ordinance	52
8.47	Termination for Non-Appropriation of Funds	53
8.48	Validity	53
8.49	Waiver.....	53
8.50	Warranty Against Contingent Fees	53
8.51	Warranty of Compliance with County's Defaulted Property Tax Reduction Program.....	54
8.52	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property tax Reduction Program	54
8.53	Time off For Voting	54
8.54	Compliance with County's Zero Tolerance Policy on Human Trafficking .	54
9.0	UNIQUE TERMS AND CONDITIONS.....	55
9.1	Health Portability and Accountability Act of 1996 (HIPAA)	55
9.2	Local Small Business Enterprise (LSBE) Preference Program	56
9.3	Ownership of Materials, Software and Copyright.....	57
9.4	Patent, Copyright and Trade Secret Indemnification	58
9.5	Contractor's Charitable Activities Compliance	59
9.6	Social Enterprise (SE) Preference Program	59
9.7	Data Destruction	60
9.8	Disabled Veteran Business Enterprise (DVBE) Preference Program	61
SIGNATURES.....		63

**MODEL MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS**

STANDARD EXHIBITS

- A County's Administration
- B Contractor's Administration
- C Contractor's EEO Certification
- D Contractor's Approved Services Categories, System Classification and Product Lines.
- E Jury Service Ordinance
- F Safely Surrendered Baby Law
- G Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- H Charitable Contributions Certification
Subsequent Executed Work Orders

SAMPLE MASTER AGREEMENT
BETWEEN
COUNTY OF LOS ANGELES,
INTERNAL SERVICES DEPARTMENT
AND
(CONTRACTOR)
FOR
TELECOMMUNICATION EQUIPMENT AND SERVICES
MASTER AGREEMENT (TESMA)

This Master Agreement and Exhibits made and entered into this ____ day of _____, 20__ by and between the County of Los Angeles, **through its** Internal Services Department and hereinafter referred to as “County” and _____, hereinafter referred to as “Contractor”, to provide telecommunication equipment and services.

RECITALS

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

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

WHEREAS, the Contractor is a private firm specializing in providing telecommunication equipment and services; and

WHEREAS, the Board of Supervisors has authorized the Director of Internal Services Department or designee to execute, administer and terminate Master Agreements; 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, B, C, D, E, F, G and H 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 shall be resolved by

giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- 1.1 Exhibit A – County’s Administration
- 1.2 Exhibit B – Contractor’s Administration
- 1.3 Exhibit C – Contractor’s EEO Certification
- 1.4 Exhibit D – Contractor’s Approved Services Categories and Product Lines
- 1.5 Exhibit E – Jury Service Ordinance
- 1.6 Exhibit F – Safely Surrendered Baby Law
- 1.7 Exhibit G – Business Associate Agreement Under The Health Insurance Portability And Accountability Act Of 1996 (“HIPAA”)
- 1.8 Exhibit H – Charitable Contributions Certifications
- 1.9 Executed Work Order(s) – Incorporated herein by this reference.

2.0 DEFINITIONS

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

- 2.1 Acceptance:** County's determination as to whether to accept Equipment and Services furnished, installed and provided by Contractor in fulfilling specified contractual obligations under this Master Agreement.
- 2.2 Active Contractor:** Identifies a **Qualified Contractor** or **Eligible 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 document.
- 2.3 Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.4 County Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.
- 2.5 County Project Director:** Person designated by Director with authority to approve all Work Order Solicitations and executions.
- 2.6 County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of Executed Work Orders.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Director:** Director of Internal Services Department.
- 2.9 Eligible Contractor:** A Contractor qualified in the applicable Service Category for which a Work Order Solicitation is issued in and who is in compliance with the Master Agreement terms and conditions and whose evidence of insurance has been received by ISD and is valid and in effect at the time of a given Work Order Solicitation under this Master Agreement and through the period of performance thereunder.
- 2.10 Equipment or equipment:** The total complement of individual machines, units of hardware, and/or interacting, interrelated, or interdependent elements forming a system, not excluding control components integrated therein, which may be in the form of software. The use of the term "Equipment" or "equipment" may refer to one (1) or more or all of such items included in individual WO resulting from the Master Agreement.

- 2.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12 Internal Services Department (ISD):** The County Department responsible for the administration of this Master Agreement.
- 2.13 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 WOs.
- 2.14 Moves, Adds, and Changes (MAC):** Moving of Equipment from one location to another within an already installed system or the moving of an entire system from one location to another and/or the addition of new items of Equipment to a system that has already been installed and/or the replacement, reconfiguration, or removal of existing Equipment from an already installed system.
- 2.15 Product Line(s) or product line(s):** A manufacturer-specific (i.e., made by a specific company) set of products, parts and/or components intended to provide certain function(s) and is a subcomponent identified within a specific System Classification and Service Category.
- 2.16 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 qualifications listed in the RFSQ, and has an executed Master Agreement with the County.
- 2.17 Restore Time:** The total elapsed response and repair time it takes Contractor to resolve and bring malfunctioning Equipment back into serviceable condition.
- 2.18 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.19 Service(s) or service(s):** The performance, tasks, and duties comprising the work, including installation, maintenance, or repairs to be provided by Contractor under this Master Agreement.
- 2.20 Service Categories:** The areas of specialization which are comprised of deliverables, sub-deliverables, Equipment, Services, and other work Contractor will be performing for County under this Agreement.
- 2.21 Site(s):** The location(s) where County requires Equipment and Services to be furnished, installed and/or maintained under this Master Agreement.
- 2.22 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.

- 2.23 Statement of Work (SOW):** A written description of tasks and/or deliverables desired by County for a specific WO.
- 2.24 System Classifications:** Are classification groups made up of Product Lines, in which Contractors will provide services under for each Service Category.
- 2.25 Technical Standards:** The technical requirements set forth by the County that Contractor must adhere to during the term of this Master Agreement.
- 2.26 Total Maximum Amount:** The maximum amount payable to Contractor for any given Work Order, less finance charges, if any, and MAC costs.
- 2.27 Work Order (WO):** 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 SOW. Each WO shall result from bids, solicited by and tendered to County, by Qualified Contractors. Unless otherwise specified in the Work Order Solicitation (WOS), County shall select the lowest cost, qualified bid responding to the requirements of the proposed WO. No work shall be performed by Contractors except in accordance with validly bid and executed WOs.
- 2.28 Work Order Solicitation (WOS):** A competitive solicitation process for the performance of tasks and provisioning of Equipment and Services in which only Eligible Contractors may participate. A WOS generally results in an award of a WO for the Equipment and Services identified in the WOS.

3.0 WORK

Contractor shall fully perform, equip, complete, furnish, install, maintain and deliver on time, all tasks, equipment, services, maintenance and other work, pursuant to the provisions of this Master Agreement and as required by WOs authorized hereunder. The work required under this Master Agreement is divided into Service Categories. Contractor has been qualified as a "Qualified Contractor" under one specific or multiple Service Categories, as set forth in County's RFSQ. The Service Categories consists of System Classifications, subdivided into Product Lines that identify the type of Equipment and Services to be furnished, installed, delivered and provided. Each WO shall include an attached SOW and Attachment A (Original Bid Schedule of Materials & Services), which shall describe in detail the particular project and the Equipment and Services required for the performance and installation thereof.

If Contractor provides any tasks, equipment, documents, or other materials consumed or supplied, services, or other work to County, or invoices County for any incidental or administrative expenses whatsoever incurred in or

incidental to performance hereunder, other than those specified in the individual WOs executed under this Master Agreement and without the prior written modification in accordance with Paragraph 8.2 (Change Notices and Change Orders to the Work Order) of this Master Agreement, these shall be deemed gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County for payment or reimbursement. If Contractor utilizes other than approved Contractor Personnel, and/or that goes beyond the WO expiration date, and/or that exceeds the Total Maximum Amount as specified in the WO as originally written or modified in accordance with Paragraph 8.1 (Amendments to Master Agreement) of this Master Agreement, these too shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

3.1 Work Required Under Service Category A

3.1.1 Contractor shall furnish and install new Equipment, unless specified otherwise in an individual WO.

3.1.2 Contractor shall provide for maintenance service, as specified in the individual WO (including repair services, MAC activity, materials, upgrading services and materials, and technical support services) for the Equipment furnished and installed as required by each WO.

3.2 Work Required Under Service Category B

Contractor shall provide ongoing maintenance (including repair services, MAC activity, upgrading service and materials, and technical support services) for Equipment as specified in the specific WO.

3.3 Work Required Under New Service Category(s)

As categories are added, Contractor shall apply for and if qualified shall provide Services as required and approved within the new Service Category.

3.4 Work Order Solicitation (WOS) Process

3.4.1 County will issue a WOS via e-mail to all Eligible Contractors in a specific Service Category for a specific System Classification and Product Line in soliciting Equipment and Services.

3.4.2 The WOS will include a SOW, project schedule and Attachment A (Original Bid Schedule of Materials & Services), which dictates the major solicitation requirements and milestones that shall be completed by the selected Eligible Contractor.

- 3.4.3 All WOS will have a Mandatory Contractors Conference.
- 3.4.4 The Submission of, and response to, questions will be allowed as specified in the WOS.
- 3.4.5 Responses to a WOS from Eligible Contractors shall be submitted to the County in accordance with the instructions set forth in such WOS.
- 3.4.6 County in its sole discretion has the option to evaluate responses to a WOS from Eligible Contractors by (i) using evaluation criteria specified in the WOS at time of issue or (ii) selecting the lowest cost, qualified response. County will identify, at the WO level, if a response to a WOS will be evaluated by using (i) evaluation criteria specified in the WOS, or (ii) by selecting the qualified lowest cost. It is understood by Contractor that County's competitive solicitation procedure may have the effect that no WOs are awarded to Contractor under this Master Agreement.
- 3.4.7 Upon completion of evaluations, County may issue a Work Order to the selected Eligible Contractor governed by the terms and conditions of this Master Agreement and executed by and through the MAPD or designee.
- 3.4.8 Following the award of a WO under this Master Agreement to Contractor, Contractor must be available to meet with County for the kick-off meeting specified in the WO and provide the County's Project Manager with a Project Implementation Plan (PIP).
- 3.4.9 Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular WO as determined in the sole discretion of County's Project Manager. The PIP shall consist of the following:
- A copy of the solicitation response submitted by Contractor;
 - A copy of Attachment A (Original Bid Schedule of Materials & Services) with appropriate signatures, that includes manufacturer, item description, manufacturer's part number, quantity, unit cost of material, unit cost of labor for each deliverable item, and price extensions;

- Detailed work plan outlining the tasks, milestones, and deliverables to be achieved along with the estimated completion date for each;
- Technical data for all Equipment Contractor proposes to install;
- Single line system diagram(s) identifying and showing interrelationships between Equipment items and how they are interconnected;
- Shop drawings showing details of fabricated items, rack elevation drawings, and schematics of custom designed items;
- Statement describing exceptions being taken, if any, to the WOS specifications wherein the submitted Equipment or design varies from that originally specified. If Contractor fails to list a particular variance in the PIP and the PIP is accepted, but subsequently is deemed by County to be unsatisfactory, Contractor must replace or modify such Equipment at once and without cost to County.

4.0 TERM OF MASTER AGREEMENT

- 4.1** This Master Agreement is effective upon the date of its execution by the Director as authorized by the Board. This Master Agreement shall expire on July 30, 2024 unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2** County shall have the sole option to extend the term of this Master Agreement for up to three (3) additional one-year periods and one (1) additional six (6) month period for a maximum total Master Agreement term of ten (10) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Director or designee as authorized by the Board.
- 4.3** The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4** Contractor shall notify ISD 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 shall send written notification to ISD at the address herein provided in Exhibit A (County's Administration), of this Master Agreement.

4.5 Master Agreement Extension

Notwithstanding any other provision of Paragraph 4.0 (Term of Master Agreement), a WO executed prior to the expiration date of this Master Agreement may be executed with an expiration date up to ninety (90) days past the expiration date of this Master Agreement in order to complete a critical project that may be in progress at the end of the Master Agreement term without interruption. Any such WO shall automatically extend this Master Agreement's expiration date up to ninety (90) days or up to the WO expiration date, whichever occurs first. Such extended Master Agreement expiration date shall only be applicable to such WO and shall not extend the expiration date for any other purposes whatsoever, including issuing new WOs and/or extending any other WO(s).

5.0 CONTRACT SUM

5.1 Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed WOs. 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 ISD by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

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

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

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement.

Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

5.4 Invoices and Payments

- 5.4.1 For providing the tasks, Equipment, Services, and other work authorized pursuant to this Master Agreement, Contractor shall separately invoice County for each WO, as set forth in this Paragraph 5.4 (Invoices and Payments) or the specific WO.
- 5.4.2 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.4.3 All work performed by, and all invoices submitted by, Contractor pursuant to WOs issued hereunder must receive Acceptance/Approval by County's Project Manager, or designee, prior to any payment thereof. Contractor shall send a copy of the invoice to County's Project Manager for review and approval. Once approved by the Project Manager, Contractor shall send the original invoice to the address shown on the WO under "Bill To".
- 5.4.4 Invoices under this Master Agreement shall be submitted to the address(es) set forth in the applicable WO.
- 5.4.5 Invoices shall include material, Equipment and Services applicable only to a specific project as specified and approved by the County's Project Manager.
- 5.4.6 Invoices may be accepted for partial or progress payment on completion of a particular project phase and/or milestone, as may be prescribed in the individual WO, except for Service Category A financed by Contractor.

A partial or progress payment schedule must be approved by the County, in writing, prior to the project start date. It is at the County's sole discretion to allow for partial or progress payments and may be considered by the County under the following circumstances:

- a. When the project is a cash purchase (not a lease purchase with Contractor financing).
 - b. When it is so specified in a particular WOS or WO.
 - c. When there is a lengthy delay, and partial or progress payment does not exceed the cost of materials and services delivered up to the time the invoice is generated.
- 5.4.7 Unless otherwise specified herein or in a subsequent WO, payment terms are net thirty (30) days from the date County receives a correct and proper invoice. In no event shall County be liable for any late charges. Cash discount periods shall be computed either from the date of delivery and County's Acceptance, or the date of County's receipt of correct and proper invoices, whichever date is later.
- 5.4.8 Invoice Content: The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable WO. Each invoice submitted by Contractor shall specify:
- County WO and Contractor's Master Agreement numbers;
 - Period of performance of work being invoiced;
 - Total amount of the invoice;
 - Brief description of the work and/or equipment.

5.5 Local Small Business Enterprises (LSBE) – Prompt Payment Program

Certified LSBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 Financing by Contractor (Service Category A Only)

- 5.6.1 As an alternative to cash or County financing, County may require Contractor to provide financing for the acquisition, delivery, installation, and maintenance for some Service Category A projects. Any financing arrangement provided by Contractor will be subject to County's evaluation and approval. Under such an arrangement, Contractor will be required to execute a lease purchase agreement ("Lease") with County. County's required standard Lease is provided with the RFSQ. Certain minor terms and conditions of the final Lease may be modified to reflect the project's requirements.

- 5.6.2 The repayment of any Contractor financed project costs through an executed Lease will not commence until the project has been successfully installed, implemented, and accepted by County.
- 5.6.3 The Lease may be initially assigned as collateral to a County approved third party, but may not be further assigned or securitized without County's consent. County will not waive its rights under California Government Code Section 5950 through 5955 or any successor statute.
- 5.6.4 County shall retain the right to approve any financing arrangements.

5.7 Payment of Taxes

Contractor shall be liable and responsible for payment of any and all taxes applicable to any and all tasks, Equipment, Services, and/or other work provided or performed under this Master Agreement, except for sales taxes due to the State of California. Contractor shall invoice County for such sales taxes as part of Contractor's billing, and Contractor shall pay such sales taxes to the State of California. Unless otherwise specified herein, itemized prices shall be quoted exclusive of sales and use taxes, which shall be cumulated separately. Charges by Contractor for transportation, containers, packing, unloading, etc., are not allowed.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

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

6.1 Director of ISD

The Director of ISD or his or her designee, shall have the authority to execute new Master Agreements with vendors that have met the qualifications in one or more Service Classifications and have been selected to become a Qualified Contractor, and terminate Master Agreements in accordance with Paragraph 8.42 (Termination for Convenience).

6.2 County's Master Agreement Program Director (MAPD)

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

6.3 County's Program Director (County's PD)

- 6.3.1 The County's PD, or designee, is responsible for the administration of this Master Agreement, including keeping and updating all records relating thereto, and for resolving disputes between County and Contractor.
- 6.3.2 The County's PD, or designee, is the approving authority on all WOSs and is responsible for the approval and execution on behalf of County of all WOs, Amendments, and Change Notices to WOs, issued under this Master Agreement.
- 6.3.3 County shall notify Contractor, in writing, of any change in the name or address of the County's PD.
- 6.3.4 The County's PD, or designee, is the approving authority for individual WOSs and executions.

6.4 County's Program Manager (County's PM)

- 6.4.1 The County's PM is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The Project Manager shall prepare and issue WOs and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.
- 6.4.2 The County's PM, or designee, is responsible for the issuance of WOS(s) and Addenda to WOS under this Master Agreement.

6.5 County's Work Order Project Manager

- 6.3.1 A specific County employee shall be assigned as County's Project Manager for each particular WO executed under this Master Agreement. County's Work Order Project Manager shall be specified in, and specific to, each WO.
- 6.3.2 County's Work Order Project Manager is County's chief contact related to individual executed WOs with respect to the day-to-day administration of individual executed WO. County's Work Order Project Manager shall generally be the first person for Contractor to contact with any questions regarding individual WOs.
- 6.3.3 County's Project Manager shall be responsible for the evaluation of WOS responses and for making recommendations for Eligible Contractor selection.

6.3.4 The responsibilities of the County's Work Order Project Manager include:

- Ensuring that the technical standards and task requirements articulated in the individual WO are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform WOs;
- Ensuring Contractor's compliance with County's applicable Technical Standards;
- Reviewing and approving project tasks, equipment, services, and other work;
- Monitoring, evaluating and reporting Contractor performance and progress on the WO;
- 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;
- Reviewing and approving Contractor invoices.

6.3.5 County's Work Order Directors are not authorized to make any changes in WO 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 (Amendments to Master Agreement).

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 shall 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 shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and any subsequent WOs issued hereunder and shall coordinate with specified County's Work Order Project Manager on a regular basis with respect to all work performed hereunder by Contractor and/or its Subcontractor(s).

7.2 Contractor's Authorized Official(s)

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B (Contractor's Administration). Contractor shall 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

- 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.
- 7.3.2 In fulfillment of its responsibilities, Contractor shall utilize, and permit utilization of, only personnel trained and experienced, and, as appropriate, licensed or certified in the technology, trades, and tasks required by this Master Agreement or any WOS.

7.4 Contractor's Staff Identification

- 7.4.1 Contractor shall provide, at Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge. Additionally, County may require at its sole discretion that all of Contractor's employees assigned to County facilities have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of badging.
- 7.4.2 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.4.3 Contractor shall notify the County within one business day when staff is terminated from working under this Master Agreement. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

- 7.4.4 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Master Agreement.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 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 Contract at any time during the term of the Contract. 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 (Background and Security Investigations) shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

- 7.5.5 All WOs for Sheriff's Department will need to go through and pass Sheriff's specific Background and investigation. Please see Appendix C (Sample Work Order Solicitation), WOS Form 2 (Sheriffs Background and Security Investigation).

7.6 Confidentiality

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments to Master Agreement

8.1.1 Board of Supervisors/Chief Executive Office Changes

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

8.1.2 Master Agreement Amendments

1. In accordance with Paragraph 8.3 (Assignment and Delegation), any assumption, assignment, delegation, company name change or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, company name change or any other mechanism, under the Master Agreement, shall be done pursuant to an Amendment to the Master Agreement that is prepared by County and executed by the Contractor and the Director of ISD or his or her designee. Such Amendment will be prepared only after County has granted its prior written approval.
2. Notwithstanding any other provisions of this Paragraph 8.1 (Amendments to Master Agreement), for any change which affects the scope of work, term, payments, any condition, or any rights or obligations of this Master Agreement, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Director of ISD or his or her designee.
3. Extensions of Term

The Director of ISD or his or her designee may, at his or her sole discretion, authorize the MAPD to extend this Master Agreement in accordance with Paragraph 4.0 (Term of Master Agreement).

The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. An extension of time may be granted via an Amendment to the Master Agreement that is prepared by County and executed by the Contractor and the Director of ISD or his or her designee.

4. Addition/Deletion of Skill Categories

Throughout the term of this Master Agreement the MAPD or his or her designee may, at his or her sole discretion, add to or delete from the Skill Categories set forth in Exhibit D (Contractor's Approved Services Categories, System Classification and Product Lines). To add or delete Service Categories, an Amendment to the Master Agreement will be prepared by County and executed by the Contractor and the Director of ISD or his or her designee.

8.2 Change Notices and Change Orders to the Work Order

8.2.1 Change Notice

For any change affecting the SOW, Term, Total Maximum Amount, or any Contractor's personnel included in any WO authorized under this Master Agreement, a Change Notice shall be prepared and executed by MAPD, or designee, and Contractor's Project Manager, or designee, to effectuate the change in the WO.

8.2.2 Change Orders

County's Project Manager may issue Change Orders in writing for any change or modification to the WO, approved drawings and/or Attachment A (Original Bid Schedule of Materials & Services), thereto, that does not exceed the Project Change Order Limit identified in the original WO change the original purpose of the WO SOW.

8.3 Assignment and Delegation

8.3.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void.

For purposes of this sub-paragraph, County consent shall 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 shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.3.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.

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

8.4 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.

8.5 Complaints

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

- 8.5.1 Within fifteen (15) business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten (10) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall 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.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers,

employees, agents, or Subcontractors, to comply with 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 8.6 (Compliance with Applicable Laws) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

8.8 Compliance with County's Jury Service Program

8.8.1 Jury Service Program

This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit E (Jury Service Ordinance) and incorporated by reference into and made part of this Master Agreement.

8.8.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) 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 ninety (90) days or less within a twelve (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 shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor’s violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.9 (Conflict of Interest) shall be a material breach of this Master Agreement.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-employment

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor shall give 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.

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 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.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the

proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the 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.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in

writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 Contractor's Acknowledgement of County's Commitment to 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 understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit F, in a prominent position at the contractor's place of business. The contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

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

8.14.1 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.

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

8.15 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.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 Contractor shall 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 shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

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

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

8.18 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile 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 to Master Agreement), and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of

such documents.

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

8.20.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them.

In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.

8.20.3 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.

8.21 Governing Law, Jurisdiction, and Venue

This Master Agreement shall 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 shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

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

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

8.22.3 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 shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all 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.

8.24 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section and Section 8.24 (General Provisions for all Insurance Coverage) of this Contract. 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 Contract. 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 Contract.

8.24.1 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, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each

insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

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

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Information Technology Contracts - PCS
9150 E. Imperial Hwy, MS 46
Downey, CA 90242
Attention: TESMA Contract Analyst

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

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope

of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change.

Failure to provide written notice of cancellation or any change in Required 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.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. 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.

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall Be Primary

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

8.24.7 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 Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Subcontractor Insurance Coverage Requirements

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

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

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

8.24.12 Separation of Insureds

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

8.24.13 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 shall be designated as an Additional Covered Party under any approved program.

8.24.14 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.

8.25 Insurance Coverage

8.25.1 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: \$2 million

Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 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 shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 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 shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Crime Coverage

A Fidelity Bond or Crime Insurance policy with limits of not less than \$1 million for employee dishonesty. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.25.5 Builder's Risk Course of Construction Insurance or Installation Floater Insurance

A. Builder's Risk Course of Construction Insurance coverage shall:

1. Insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30), and be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, preservation of property, excavation costs, landscaping, shrubs and plants and full collapse coverage during construction (without restricting collapse coverage to specified perils). Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other Equipment during testing.
2. Be written on a completed-value basis and cover the entire value of the construction project, including County-furnished materials and Equipment, against loss or damage until completion and Acceptance by County.

- OR -

B. Installation Floater Insurance coverage shall:

1. Insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30), and the perils of earthquake, flood, risk of transit loss, loss during storage (both onsite and offsite) and collapse during construction (without restricting collapse coverage to specified perils). Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other Equipment during testing.
2. Cover all property to be installed (including labor) for the full contract value (without coinsurance)

against loss or damage until completion and Acceptance by County.

8.26 Liquidated Damages

- 8.26.1 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 his/her designee, at his/her 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 his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the 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 One Hundred Dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future WOs, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall 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.

8.26.3 The action noted in paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.27 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 shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification).

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

- 8.28.4 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.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County Project Manager or County Project Director is not able to resolve the dispute, the Director of ISD, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws.

Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice To Employees Regarding The Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit F (Safely Surrendered Baby Law) of this Master Agreement. Additional information is available at www.babysafela.org.

8.34 Notices

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit A (County's Administration) and Exhibit 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 of Internal Services Department or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.35 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 shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 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 8.38 (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 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 shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 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.

8.37 Publicity

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

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

8.37.2 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 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall 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, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets

and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 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 shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.38.3 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 shall be either: (a) repaid by the Contractor to the County by cash payment upon demand or (b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the

funds appropriated by the County for the purpose of this Master Agreement.

8.39 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.

8.40 Subcontracting

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

8.40.2 If the Contractor desires to subcontract, the Contractor shall 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.

8.40.3 The Contractor shall 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.

8.40.4 The Contractor shall 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.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its Subcontractors of this County right.

- 8.40.6 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 shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Information Technology Contracts - PCS
9150 E. Imperial Hwy, MS 46
Downey, CA 90242
Attention: TESMA Contract Analyst

before any Subcontractor employee may perform any work hereunder.

8.41 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 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1 County may terminate this Master Agreement, and any WO issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of

work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

- Stop work under the WO 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.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or WO shall be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 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 WO issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any WO 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.

- 8.43.2 In the event that the County terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.43.1, 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 shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.
- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Master Agreement, including any WO issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.43 (Termination for Default), it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.43 (Termination for Default), or that the default was excusable under the provisions of Paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall 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 Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 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 shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 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.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.46 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, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time

to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 (Waiver) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.50 Warranty Against Contingent Fees

8.50.1 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.

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

8.51 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 contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 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 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program), shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time off For Voting

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

8.54 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 shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Master Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Health Portability and Accountability Act of 1996 (HIPAA)

9.1.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

9.1.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent

access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

- 9.1.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information.

Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.2 Local Small Business Enterprise (LSBE) Preference Program

- 9.2.1 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.
- 9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.2.4 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 contract to which it would not otherwise have been entitled, shall:

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

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

9.3 Ownership of Materials, Software and Copyright

- 9.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Master Agreement. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement.
- 9.3.2 During the term of this Master Agreement and for five (5) years thereafter, Contractor shall maintain and provide security for all Contractor's working papers prepared under this Master Agreement. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers

to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

- 9.3.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.3.5 Notwithstanding any other provision of this Master Agreement, County will not be obligated to Contractor in any way under Paragraph 9.3.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.3.3 or for any disclosure which County is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this Paragraph 9.3 (Ownership of Materials, Software and Copyright) shall survive the expiration or termination of this Master Agreement.

9.4 Patent, Copyright and Trade Secret Indemnification

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

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

9.5 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete Exhibit H (Charitable Contributions Certification), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.6 Social Enterprise (SE) Preference Program

9.6.1 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.

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

- 9.6.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.6.4 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 contract to which it would not otherwise have been entitled, Contractor shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. 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 contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.7 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>)

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries.

The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Contractor(s) and Vendor(s) shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.8.1 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.
- 9.8.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.8.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.8.4 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 contract to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. 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 (10) percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

**AUTHORIZATION OF MASTER AGREEMENT FOR
TELECOMMUNICATIONS EQUIPMENT AND 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, ISD 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:

MARY C. WICKHAM
County Counsel

By _____
Deputy County Counsel

**MASTER AGREEMENT FOR
TELECOMMUNICATIONS EQUIPMENT AND SERVICES**

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

- A COUNTY'S ADMINISTRATION**
- B CONTRACTOR'S ADMINISTRATION**
- C CONTRACTOR'S EEO CERTIFICATION**
- D CONTRACTOR'S APPROVED SERVICES CATEGORIES, SYSTEM
CLASSIFICATION AND PRODUCT LINES**
- E JURY SERVICE ORDINANCE**
- F SAFELY SURRENDERED BABY LAW**
- G BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE
PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**
- H CHARITABLE CONTRIBUTIONS CERTIFICATION
SUBSEQUENT EXECUTED WORK ORDERS**

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. I104616

COUNTY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name: Joe Sandoval
Title: General Manager
Address: 1100 North Eastern Avenue
Los Angeles, California 90063
Telephone: 323-267-2109
Facsimile: 323-263-528
E-Mail Address: jsandoval@isd.lacounty.gov

COUNTY PROJECT DIRECTOR (County's PD):

Name: Christy Carr
Title: Division Manager
Address: 1100 North Eastern Avenue
Los Angeles, California 90063
Telephone: 323-267-3101
Facsimile: 323-415-8521
E-Mail Address: yyoung@isd.lacounty.gov

COUNTY PROGRAM MANAGER (County's PM):

Name: Mark W. Manning
Title: Administrative Services Manager III
Address: 9150 E. Imperial Hwy., MS 46
Downey, CA 90242
Telephone: 562-940-3983
Facsimile: 562-803-16969
E-Mail Address: mmanning@isd.lacounty.gov

COUNTY WORK ORDER PROJECT MANAGER:

Name: Brianna Cuellar
Title: Administrative Services Manager II
Address: 9150 E. Imperial Hwy., MS 46
Downey, CA 90242
Telephone: 562-940-2974
Facsimile: 562-401-9494
E-Mail Address: bcuellar@isd.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes ☐ | No ☐ |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes ☐ | No ☐ |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes ☐ | No ☐ |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes ☐ | No ☐ |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

EXHIBIT D

CONTRACTOR'S PRODUCTS AND SERVICES

This Exhibit D (Contractor's Products and Services) specifies the Service Category or Service Categories of Equipment and Services that Contractor is qualified to provide to the County. Exhibit D also specifies the Systems Class and the corresponding Product Line(s) in which Contractor is qualified to provide Services to the County.

Agreement Number: _____

Contractor's Name: _____

Effective Date: _____

<i>Service Category</i>			<i>Systems Class – Product Lines</i>
A	B	C	
		☐	<u>1. Voice Systems</u>
☐	☐		1a - NEC Voice Systems
☐	☐		1b - Nortel Voice Systems
☐	☐		1c - Key Telephone Systems
	☐		1d - Miscellaneous Voice Equipment
		☐	<u>2. Networking Systems</u>
☐	☐		2a - Cisco Systems
☐	☐		2b – Application Delivery Control (f5)
	☐		2c – LAN Maintenance
☐	☐	☐	<u>3. Building Wiring & Cabling Systems</u>
		☐	<u>4. Building and Video Teleconferencing Systems</u>
☐	☐		4a - Building and Alarm Systems
☐	☐		4b - Video Teleconferencing Systems
		☐	<u>5. Services over Internet Protocol (SoIP)</u>
☐	☐		5a – Cisco converged IP Network Solutions
☐			5a(i) – UC Unified Communications
☐			5a(ii) – IP Contact Center
	☐		5b – Cisco Converged IP Communication Services Maintenance, Operation and Management
	☐		5b(i) – UC Unified Communications
	☐		5b(ii) – IP Contact Center
		☐	<u>6 Distributed-Antenna System (DAS)</u>
☐	☐		6a- Conventional Distributed Antenna System
☐	☐		6b- Cellular/Personal Communication System (PCS) Distributed Antenna System
☐	☐		6c - Conventional and Cellular/PCS DAS

I certify that the above named Contractor is qualified to perform the Service Categories and Systems Classification Groups/Product Lines checked above.

Recommended by: _____

Reviewed and Approved by: _____

Master Agreement Program
Director

Signature

Date

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

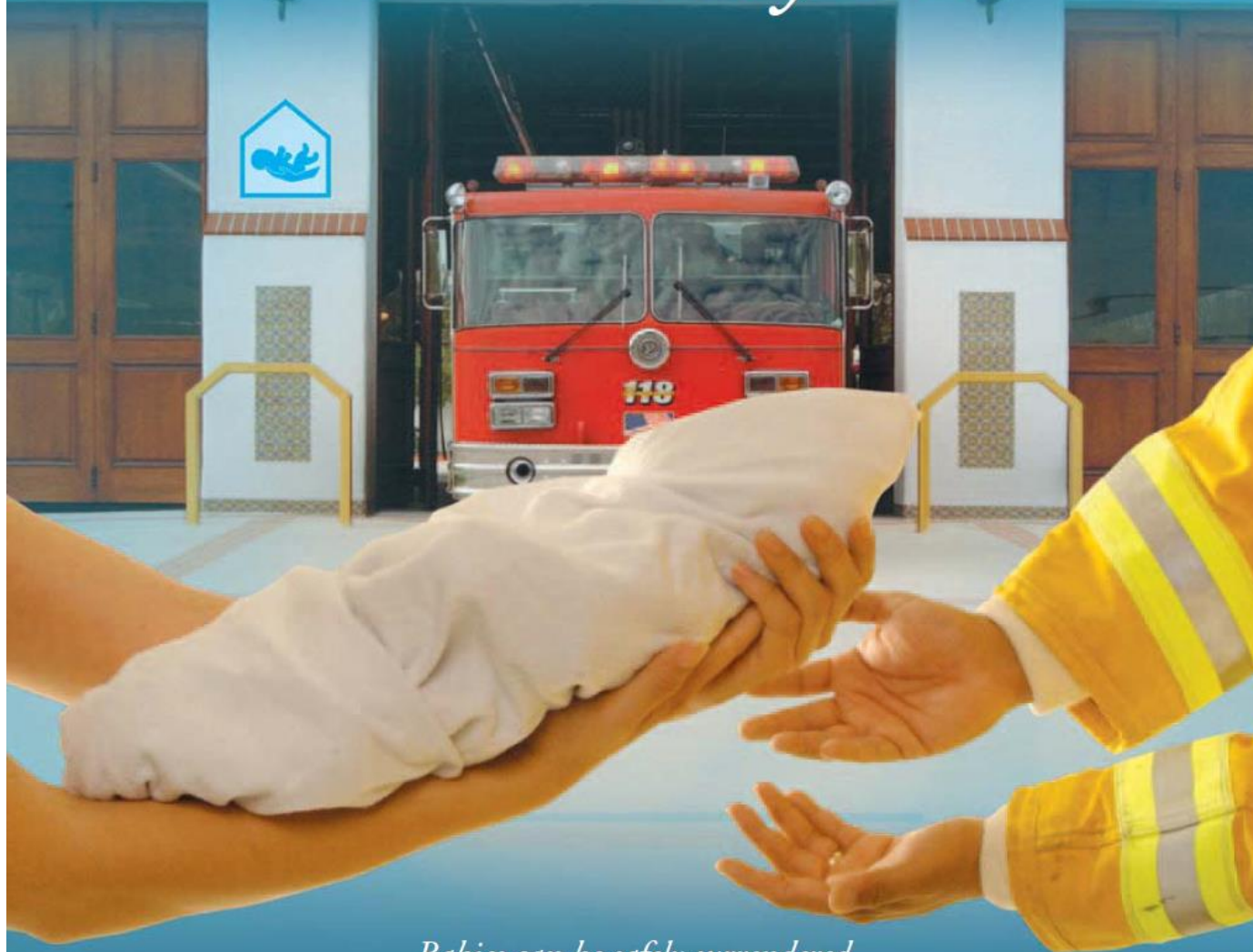
“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

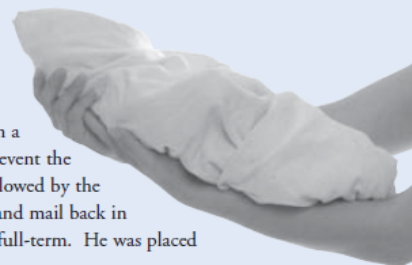
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**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" shall 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" shall 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 shall 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. § 162.502 (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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate shall 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 shall 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 shall 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 shall 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 knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall 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 **Chief Privacy Officer at: Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.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 him or herself 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 knowledgeable 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall 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) shall 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 shall 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 shall, 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 shall 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 shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall 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 shall 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 shall, 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 shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall 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 shall 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 shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall 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 shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall 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 shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

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

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall 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 shall 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 shall 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 shall, 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 shall 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 shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall 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 him or herself 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, which shall include 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 shall 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 shall 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 shall 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 shall 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 shall thereafter restrict or limit its own Uses and Disclosures accordingly.

- 15.2 Covered Entity shall 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 shall 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 shall 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 shall 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. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall 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 shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall 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 shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall 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 shall 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 shall 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 shall 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 shall 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 shall 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, shall 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 shall 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 shall control. Otherwise, this Business Associate Agreement shall 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 shall 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.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ 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.

OR

- ☐ Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above 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 as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)