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"Trusted Partner and Provider of Choice"

December 3, 2019

Addendum Three to Request for Statement of Qualifications (RFSQ) for Telecommunications Services #104731

Dear Vendors:

This Addendum Three provides revisions, additions, and deletions, where applicable, to the Telecommunications Services RFSQ #104731.

Revisions to the solicitation documents appear in red text:

1. RFSQ #104731, Paragraph 1.41 (Vendor's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices)

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

Contractors are required to complete Exhibit ~~15~~**14** (Compliance with Fair Chance Employment Hiring Practices Certification) in Appendix A (Required Forms), certifying that they are in full compliance with Section 12952, as indicated in the Master Agreement. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

2. RFSQ #104731, Paragraph 1.43 (Compliance with Kari's Law Act of 2017 and Ray Baum's Act)

Contractors shall comply with the Kari's Law Act of 2017 and Section 506 of the Ray Baum's Act, as further implemented pursuant to Federal Communications Commission Report and Order FCC 19-76 issued on August 1, 2019, of which each is incorporated by reference into and made a part of this solicitation. This requirement and the applicable contract provision at Section 8.59 (Compliance with Kari's Law and the Ray Baum Act) in Appendix H (Sample Master Agreement), shall apply to all Contractors and their subcontractors. Proposers who become Contractors under this solicitation are required to comply with these laws governing the dialing of 911 calls, crisis alert notification when a 911 call is made, and conveying the dispatchable location of a 911 call, during the term of any contract that may be awarded pursuant to this solicitation. Failure to deliver and maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

3. RFSQ #104731, Appendix H (Sample Master Agreement), Page iv (Master Agreement Provisions, Table of Contents)

STANDARD EXHIBITS

- A County's Administration
- B Contractor's Administration
- C Contractor's EEO Certification
- D Jury Service Ordinance
- E Safely Surrendered Baby Law
- F Sample Work Order Formats
- G Forms Required For Each Work Order Before Work Begins

UNIQUE EXHIBITS

- H Forms Required at Completion of Each Work Order Involving Intellectual Property that is Developed/Designed by Contractor
- I Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- J Subsequent Executed Work Orders

- K ~~County's~~ Information Security and Privacy Requirements
- L Contractor's Compliance with Encryption Requirements

4. RFSQ #104731, Appendix H (Sample Master Agreement), page 1

This Master Agreement and Exhibits is made and entered into this ____ day of _____, ~~2018~~ 20__ ("Effective Date") by and between the County of Los Angeles, Internal Services Department hereinafter referred to as County and _____, hereinafter referred to as Contractor, to provide Telecommunication Services.

5. RFSQ #104731, Appendix H (Sample Master Agreement), Paragraph 1.0 (Applicable Documents)

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, and L 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 Jury Service Ordinance
- 1.5 Exhibit E Safely Surrendered Baby Law
- 1.6 Exhibit F Sample Work Order Formats
- 1.7 Exhibit G Forms Required For Each Work Order Before Work Begins

Unique Exhibits:

- 1.8 Exhibit H Forms Required at Completion of Each Work Order Involving Intellectual Property that is Developed / Designed by Contractor
- 1.9 Exhibit I Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- 1.10 Exhibit J Subsequent Executed Work Orders
- 1.11 Exhibit K ~~County's~~ Information Security and Privacy Requirements
- 1.12 Exhibit L Contractor's Compliance with Encryption Requirements

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

6. RFSQ #104731, Appendix H (Sample Master Agreement), Paragraph 8.58 (Compliance with Information Security and Privacy Requirements)

8.58.1 Contractor shall comply with Exhibit K (Information Security and Privacy Requirements). The Information Security and Privacy Requirements applies to both Contractors and their subcontractors.

Contractor shall be required to certify that they are in full compliance with the provisions of the Information Security and Privacy Requirements and shall maintain compliance during the term of this contract. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (Los Angeles County Code, Chapter 2.202).

7. RFSQ #104731, Appendix H (Sample Master Agreement), Paragraph 8.59 (Compliance with Kari's Law and Ray Baum's Act)

8.59.1 Contractor and its subcontractor(s) shall comply with the Kari's Law Act of 2017 and Section 506 of the Ray Baum's Act, as further implemented pursuant to Federal Communications Commission Report and Order FCC 19-76 issued on August 1, 2019. Kari's Law requires multi-line telephone systems (MLTS) to be configured in a manner that allows users to directly dial 911 without dialing additional digits and codes, and further requires that the MLTS provide a crisis alert notification to a central location at a facility when a 911 call is made, if such capability exists. Section 506 of the Ray Baum's Act, as implemented by FCC 19-76, ensures that the dispatchable

location is conveyed when a 911 call is made, regardless of the technological platform used. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8. RFSQ #104731, Exhibit K (Information Security and Privacy Requirements), Paragraph 5(a)

- 5. Data Encryption.** Contractors and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act (HIPAA) of 1996, and implementing regulations. MI is defined in California Civil Code Section 56.05(j).
- a. **Stored Data.** ~~Contractors' and Subcontractors' workstations and portable devices (e.g., mobile wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware)~~ **systems require encryption** in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

Should you have any procedural or contractual questions, please contact Neary Ros by email at telecomm.contracts@isd.lacounty.gov or call (562) 940-3089.