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"Trusted Partner and Provider of Choice"

December 8, 2021

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

Dear Vendors:

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

Revisions to the solicitation documents appear below:

- 1. RFSQ #104731, Section 1.28 (Safely Surrendered Baby Law) is deleted in its entirety. Vendors should note that the requirement is still in the Master Agreement.**
- 2. RFSQ #104731, Section 1.33 (Notification to County of Pending Acquisitions/Mergers by Proposing Company) is deleted in its entirety and replaced with new language.**

1.33 Notification to County of Pending Acquisitions/Mergers by Proposing Company

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

response on the Vendor's Organization Questionnaire/Affidavit Form, (Required Form, Exhibit 1) during the solicitation.

3. RFSQ #104731, Section 1.42 (Compliance with Information Security and Privacy Requirements) is deleted in its entirety and replaced with a new title and language under Section 1.42 (Compliance with Information Security and Privacy Requirements and Encryption Requirements).

Contractor shall be required to certify that they are in full compliance with the provisions of the Information Security and Privacy Requirements and Encryption Requirements. Contractor 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).

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

1.42.2 Contractor shall comply with Exhibit L (Contractor's Compliance with Encryption Requirements). The Encryption Requirements applies to both Contractors and their subcontractors.

4. RFSQ #104731, Appendix A-I (Required Forms), Exhibit 1 (Vendor's Organization Questionnaire/Affidavit and CBE Information) is renamed to Exhibit 1 (Vendor's Organization Questionnaire/Affidavit), and CBE information removed.

5. RFSQ #104731, Appendix A-I (Required Forms), Exhibit 1a (Community Business Enterprise [CBE] Information) is added.

6. RFSQ #104731, Appendix G (Safely Surrender Baby Law) is deleted in its entirety.

7. RFSQ #104731, Appendix H (Sample Master Agreement), Section 8.1 (Amendments) is revised to add Section 8.1.4 to reflect adds or changes to Work Orders.

8.1.4 County reserves the right to add or change services and/or products as County deems appropriate. Such changes shall be based on the rates listed in Cost Schedules associated with each executed Work Order. County also

reserves the right to obtain service and/or product pricing or receive bids from other Qualified Contractors. In the event any additions or changes are made, a Work Order Amendment shall be prepared and executed by the County's Director of ISD, or his/her designee.

8. RFSQ #104731, Appendix H (Sample Master Agreement), Section 8.2 (Assignment and Delegation/Mergers or Acquisitions) is deleted in its entirety and replaced with new language.

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

8.2.2 The Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties without such consent shall be null and void. For purposes of this Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions), 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.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, 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.

- 9. RFSQ #104731, Appendix H (Sample Master Agreement), Section 8.9 (Consideration of Hiring County Employees Targeted for Layoff or Re-employment) title is deleted in its entirety and replaced with a new title, including within the table of content with the following:**

Section 8.9 (Consideration of Hiring County Employees Targeted for Layoff or are on a County Re-employment List)

- 10. RFSQ #104731, Appendix H (Sample Master Agreement), Section 8.17 (Facsimile Representations) is deleted in its entirety and replaced with a new title and language under Counterparts and Electronic Signatures and Representations. The table of contents is also updated to reflect this replacement.**

8.17 Counterparts and Electronic Signatures and Representations

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

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

- 11. RFSQ #104731, Appendix H (Sample Master Agreement), Section 8.24.6 (Privacy/Network Security (Cyber) Liability) is deleted in its entirety and replaced with a new title and language under Cyber Liability Insurance.**

8.24.6 Cyber Liability Insurance

The Contractor shall secure and maintain cyber liability insurance coverage with limits of \$10 million per occurrence and in the aggregate during the term of the Master Agreement, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use

of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Master Agreement. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/ restriction for unencrypted portable devices/media may be on the policy.

12.RFSQ #104731, Appendix H (Sample Master Agreement), Section 8.58 (Compliance with Information Security and Privacy Requirements) is deleted in its entirety and replaced with a new title and language under Section 8.58 (Compliance with Information Security and Privacy Requirements and Encryption Requirements).

Contractor shall be required to certify that they are in full compliance with the provisions of the Information Security and Privacy Requirements and Encryption Requirements. Contractor 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).

- 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.
- 8.58.2** Contractor shall comply with Exhibit L (Contractor's Compliance with Encryption Requirements). The Encryption Requirements applies to both Contractors and their subcontractors.

13.RFSQ #104731, Appendix H (Sample Master Agreement), Section 8.60 (Prohibition from Participation in Future Solicitation(s)) is deleted in its entirety and replaced with new language.

8.60 Prohibition from Participation in Future Solicitation(s)

- 8.60.1 A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the

Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

14.RFSQ #104731, Appendix H (Sample Master Agreement), Signature Page is updated to reflect County Counsel Rodrigo A. Castro-Silva.

15.RFSQ #104731, Appendix H (Sample Master Agreement), Exhibit K (Information Security and Privacy Requirements) is deleted in its entirety and replaced with a revised Exhibit K (Information Security and Privacy Requirements).

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.