



SELWYN HOLLINS
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

9150 E. Imperial Hwy.
Downey, California 90242

Telephone: (323) 267-2101
FAX: (323) 264-7135

"Trusted Partner and Provider of Choice"

April 15, 2024

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

Dear Vendors:

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

Revisions to the solicitation documents appear below:

- 1. RFSQ #104731, Section 1.22.2 (Vendor Notification to County) has been deleted and is replaced as follows:**

1.22.2 Vendor Notification to County

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

- 2. RFSQ #104731, Appendix H (Sample Master Agreement), Section 8.43 (Termination for Improper Consideration) has been deleted and is replaced as follows:**

8.43 Termination for Improper Consideration

8.43.1 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.

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

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

3. RFSQ #104731, Section 1.25 (Consideration of Hiring GAIN-GROW Participants for Employment) has been deleted and is replaced as follows:

1.25 Consideration of Hiring GAIN/START Participants for Employment

As a threshold requirement for consideration of a Master Agreement, Vendors shall demonstrate a proven record of hiring participants in the County's [Department of Public Social Services Greater Avenues for Independence \(GAIN\) or Skills and Training to Achieve Readiness for Tomorrow \(START\) Programs](#) or shall attest to a willingness to consider GAIN/START participants for any future employment openings if they meet the minimum qualifications for that opening. Vendors shall attest to a willingness to provide employed GAIN/START participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Vendors who are unable to meet this requirement shall not be considered for a Master Agreement.

Vendors shall complete and return the form, Attestation of Willingness to Consider GAIN/START Participants, as set forth in Appendix A — Required Forms, Exhibit 9, as part of their SOQ.

4. **RFSQ #104731, Appendices A-C (Required Forms), Exhibit 9 (Attestation of Willingness to Consider GAIN/GROW Participants) has been removed and replaced with Exhibit 9 (Attestation of Willingness to Consider GAIN/START Participants).**
5. **RFSQ #104731, Appendix H (Sample Master Agreement) Section 8.10 (Consideration of Hiring GAIN-GROW Participants) has been deleted and is replaced as follows:**

8.10 Consideration of Hiring GAIN/START Participants

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor 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 Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: gainstart@DPSS.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

6. **RFSQ #104731, Section 1.45 (COVID-19 Vaccinations of County Contractor Personnel) has been removed.**
7. **RFSQ #104731, Appendix H (Sample Master Agreement), Section 8.61 (COVID-19 Vaccinations of County Contractor Personnel) has been removed.**
8. **RFSQ #104731, Appendix H (Sample Master Agreement), Exhibit G (COVID-19 Vaccination Certification of Compliance) has been removed.**
9. **RFSQ #104731, Section 1.32 (Local Small Business Enterprise (LSBE) Prompt Payment Program) has been deleted and is replaced as follows:**

1.32 Preference Program Enterprises (PPEs) Prompt Payment Program

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

10. RFSQ #104731, Appendix H (Sample Master Agreement), Section 5.4.7 (Local Small Business Enterprises – Prompt Payment Program) has been deleted and is replaced as follows:

5.4.7 Preference Program Enterprises – Prompt Payment Program

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

11. RFSQ #104731, Appendix H (Sample Master Agreement), Section 8.35 (Public Records Act) has been deleted and is replaced as follows:

8.35 Public Records Act

8.35.1 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 8.37 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 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.

8.35.2 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.

12.RFSQ #104731, Appendix H (Sample Master Agreement), Section 9.15 (Compliance with County’s Women in Technology Hiring Initiative) has been added.

9.15 Compliance with County’s Women in Technology Hiring Initiative

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

13.RFSQ #104731, Appendix H (Sample Master Agreement), signature page has been updated to reflect County Counsel Dawyn R. Harrison.

14.RFSQ #104731, Appendices A-C (Required Forms), Exhibit 1a (Community Business Enterprise (CBE) Information), has been revised and replaced with Exhibit 1a (Community Business Enterprise (CBE) Information), which is attached separately.

15.RFSQ #104731, Appendix H (Sample Master Agreement), Section 4.0 (Term of Master Agreement) has been deleted and replaced as follows:

4.0 TERM OF MASTER AGREEMENT

Telecommunications Services #104731
Addendum Seven

- 4.1 This Master Agreement is effective upon the Effective Date and shall expire August 13, 2026, unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 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 Master Agreement term extension option.
- 4.3 Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Internal Services Department at the address herein provided in Exhibit A (County's Administration).

Should you have any procedural or contractual questions, please contact Michelle Gauthier by email at telecomm.contracts@isd.lacounty.gov or call (562) 359-2477.