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"Trusted Partner and Provider of Choice"

December 2, 2024

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

Dear Vendors:

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

Revisions to the solicitation documents appear below:

- 1. RFSQ #104731, Section 1.4.2.3 of 1.4 (Vendor's Minimum Qualifications) has been deleted and is replaced as follows:**

1.4.2.3 To meet the minimum qualification for **Category 4 — Cloud Contact Center Services**, the vendor must identify five (5) client contracts for Cloud Contact Center services (as defined in Section 4.4 (Category 4 Description – Cloud Contact Center Services) that can support more than 200 call takers in the U.S. Any two (2) of these five (5) contracts must be with U.S. public entity clients.

For each of the five (5) vendor-identified Cloud Contact Center contracts, the vendor must provide reference contacts in Exhibit 6D (Cloud Contact Center Services – Prospective Vendor References). Public entity references for Cloud Contact Center Services will be included in Exhibit 7D (Cloud Contact Center Services – Prospective Vendor References of Public Entity Contracts). Note that although only two (2) public entity references are required, the template enables the vendor to provide up to five (5) such references.

- 1.4.2.3.1** To meet the minimum qualification for **Category 4A – SMS Outbound Text Message Solution**, the vendor must identify three (3) client contracts, within the past five (5) years, for SMS Outbound Text Message Solution (as defined in Section 4.4A (Category 4A – SMS Outbound Text Message Solution) that can support more than 10 million SMS outbound text messages per month in English and translated, at a minimum, in eleven (11) different languages with

archival retention of at least two (2) years with 24/7 support in the U.S. One (1) of these three (3) contracts must be with a U.S. public entity client. The vendor must also provide written confirmation that their team is consists exclusively of US-based resources.

For each of the three (3) vendor-identified SMS Outbound Text Message Solution contracts, the vendor must provide reference contacts in Exhibit 6D-A. Public entity references for SMS Outbound Text Message Solution will be included in Exhibit 7D-A (SMS Outbound Text Message Solution – Prospective Vendor References of Public Entity Contracts). Note that although only one (1) public entity reference is required, the template enables the vendor to provide up to five (5) such references.

2. RFSQ #104731, Section 1.8 (Contact with County Personnel) has been deleted and is replaced as follows:

1.8 Contact with County Personnel

Any contact regarding this RFSQ or any matter relating thereto must be in writing and must be emailed to [_ISD Telecomm Contracts at Telecommm.contracts@isd.lacounty.gov](mailto:_ISD_Telecomm_Contracts@isd.lacounty.gov).

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

3. RFSQ #104731, Section 1.23 (Notice to Vendors Regarding the County Lobbyist Ordinance) has been deleted and is replaced as follows:

1.23 County Lobbyist Ordinance

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

Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix A – Required Forms, Exhibit 5, as part of their SOQ.

4. RFSQ #104731, Section 1.46 (Contribution and Agent Declaration) has been added as follows:

1.46 Contribution and Agent Declaration

[Government Code Section 84308](#) requires a party to a contract proceeding to disclose any contribution of more than \$250 made to a County officer within the preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Vendors are advised that they and all of their Subcontractors must complete and return as part of the SOQ, the Contribution and Agent Declaration included in Exhibit 18 (Contribution and Agent Declaration Form) of Appendix A (Required Forms). Vendors are further advised that they and their Subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the SOQ is submitted, and as requested at any time by the County prior to Master Agreement award. Failure by the Vendor or any Subcontractor(s) to complete and submit the required Contribution and Agent Declaration Form in Exhibit 18, and failure by the Proposer or any Subcontractor(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the SOQ from further consideration and/or the Vendor may be disqualified from a Master Agreement award, as determined in the County's sole discretion. Further, all Vendors and their Subcontractors are prohibited under [Government Code Section 84308](#) from making a contribution of more than \$250 to a County officer for twelve (12) months after the date a final decision is made in the Master Agreement proceeding involving this solicitation.

5. RFSQ #104731, Section 2.7.2 (Vendor's Qualifications (Section A) has been deleted and is replaced as follows:

2.7.2 Vendor's Qualifications (Section A)

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

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

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

In addition to the above requirement, Vendor must identify which services it performed for Reference Contracts as defined in Exhibits 6A-1, 6A-2, 6B-1, 6B-2, 6C-1, 6C-2, 6D-1, 6D-2, 6D-A1.

Vendors also must describe, in no more than one page, their approach to providing the services for which they answered "Yes" in Exhibits 6A-1, 6A-2, 6B-1, 6B-2, 6C-1, 6C-2, 6D-1, 6D-2, 6D-A1.

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

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

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Vendor must submit the following documentation with the SOQ:

- A copy of a "Certificate of Good Standing" with the state of incorporation/organization
- A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers

Limited Partnership:

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

B. Vendor's References (Section A.2)

It is the Vendor's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is

accurate. The same references may be listed on multiple forms for each applicable category (for example, the same reference, if applicable and meets the required criteria, may be listed on Exhibits 6A and 7A and so forth).

County may disqualify a Vendor if:

- references fail to substantiate Vendor's description of the services provided; or
- references fail to support that Vendor has a continuing pattern of providing capable, productive and skilled personnel, or
- the Department is unable to reach the point of contact with reasonable effort. It is the Vendor's responsibility to inform the point of contact of normal working hours

The Vendor must complete and include Required Forms as follows:

a.

- Data Network Services: Exhibits 6A, 6A-1, 6A-2, 7A
- Secure Web Gateway Services: Exhibits 6B, 6B-1, 6B-2, 7B
- UC Cloud VoIP Services: Exhibits 6C, 6C-1, 6C-2, 7C
- Cloud Contact Center Services: Exhibits 6D, 6D-1, 6D-2, 7D
 - SMS Outbound Text Message Solution: Exhibit 6D-A, 7D-A, 6D-A1, 6D-A2.

Please note that the Vendor should submit only those forms that are applicable for the category for which the Vendor is submitting SOQ(s). Also, as described on the form, the contract references must be for the last five (5) years.

b. Prospective Contractor List of Terminated Contracts, Exhibit 8

Listing must include contracts that were terminated within the past three (3) years for each service category where the vendor provided the same or similar scope of services that are being requested in this RFSQ along with a reason for termination.

C. Vendor's Pending Litigation and Judgments (Section A.3)

Identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Vendor or principals of the Vendor.

6. RFSQ #104731, Section 2.8 (SOQ Submission) has been deleted and is replaced as follows

2.8 SOQ Submission

All SOQs shall be firm offers and may not be withdrawn for a period of 180 days following the last day to submit SOQs.

Throughout the term of the master agreement, errors in SOQs may be corrected by a request in writing to withdraw the SOQ and by submission of another set of SOQs with the mistakes corrected. Corrections will not be accepted once the term of the master agreement has passed.

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

The Vendor shall submit the SOQs in the format described below.

One SOQ must be submitted in a searchable PDF via electronic mail (e-mail) as follows:

To: ISD Telecomm Contract at Telecomm.contracts@isd.lacounty.gov

Subject: SOQ for Telecommunication Services

No hard copies delivered in person or facsimile (faxed) responses will be accepted. Please note, each email attachment file size is limited to 20 MB per email. Multiple emails of various file types (e.g., .zip, PDF, Excel) will be accepted. All SOQ documentation must be attached, not linked.

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

2.9 Acceptance of Terms and Conditions of Master Agreement

Vendors understand and agree that submission of the SOQ constitutes acknowledgment and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix H — Sample Master Agreement.

2.10 SOQ Withdrawals

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

7. RFSQ #104731, Section 4.4A (Category Description 4A – SMS Outbound Text Message Solution) has been added as follows:

4.4A Category Description 4A —SMS Outbound Text Message Solution

The category description in this section describes the scope of services that may be included in Statement of Works (SOWs) potentially awarded in the future for SMS Outbound Text Message Solution (collectively, "SMS Outbound Text Message Solution"). Respondents to the RFSQ are expected to demonstrate capability and experience delivering services.

4.4.1A SMS Outbound Text Message Solution Objectives

County Departments are making continuing efforts to help constituents access County services. To Support these efforts, Vendors are expected to show capability and experience delivering a fully functioned, robust campaign manager SMS solution integrated to a carrier service provider through a campaign manager API adapter.

4.4.2A SMS Outbound Text Message Solution Requirements

Vendor shall provide a SMS Outbound Text Message Solution that provides a robust SMS platform to send targeted messages to constituents ensuring broad reach and effective communications, including:

- End-to-End delivery of SMS including API Native integration
- Delivery exception reporting, integrated advance analytics
- Metering of the SMS messages to adapt to allowed capacity and compliance needs, available for multiple levels
- Fully integrated managed service of the campaign manager and carrier platform, including level 1 support
- SMS maintenance
- Return receipt confirmation for each message sent
- Two (2) short code for message delivery

4.4.3A SMS Outbound Text Message Solution Roles and Responsibilities

The Vendor will provide the following SMS Outboard Text Message Solution services to the County, as requested:

- Project Management
- Order Management
- Operations — Cloud Contact Center Services
- Incident Management
- Problem Management

- Change Management
- Performance Management
- Billing

4.4.3.1A Transition Management (SMS Outbound Text Message Solution)

Transition Planning includes all activities required to develop a Transition Plan with input and agreement from all stakeholders. At the completion of Transition planning, a detailed schedule, with identified resources for all tasks will be delivered by Vendor and approved by County. In addition, Key Personnel from County, Vendor, and current service contractors (if applicable) will be named, with a documented Project status process.

4.4.3.2A Project Management (SMS Outbound Text Message Solution)

Project management roles and responsibilities will include management of the SMS Outbound Text Message Solution projects.

4.4.3.3A Order Management (SMS Outbound Text Message Solution)

Order Management for Category 4A: SMS Outbound Text Message Solution, includes the ordering of services from initiation to finalization. This will include the following activities:

- Service Request processing intervals
- Service Price Quote
- Implementation
- Cancellation of Service Request
- Emergency Service Request
- Service Requests for new or enhanced services
- Acceptance of Services

4.4.3.4A Operations – SMS Outbound Text Message Solution

Vendor shall provide operations services including enforcing and upholding strict data privacy protocols, adherence to all relevant regulation and industry best practices, confirmation reporting for each message sent, reporting after each outbound message including detailing status and metrics (including, but not limited to: delivered, undelivered, failed, successful, and total SMS sent), analyzing reporting performance and providing recommendation for improvement, providing accessible archive of past reports and data, and compliance to County requirements.

4.4.3.5A Incident Management (SMS Outbound Text Message Solution)

Incident management includes the activities associated with restoring normal service operations as quickly as possible and minimizing the adverse impact on business operation of County's SMS Outbound Text Messages when the Vendor delivers services, thus ensuring the best possible levels of service quality and availability are maintained.

4.4.3.6 Problem Management (SMS Outbound Text Message Solution)

The Vendor shall provide problem management to minimize the adverse impact on incidents and problems on the business caused by errors within the SaaS infrastructure and to prevent recurrence of incidents related to these errors by determining the underlying cause (e.g., root cause) of one or more incidents and ensuring that actions are initiated to improve or correct the situation.

4.4.3.7A Change Management (SMS Outbound Text Message Solution)

Change management activities ensure that standardized methods and procedure are used for efficient and prompt handling of all changes, in order to minimize the impact of change upon service quality and to improve the day-to-day operations. Change management covers all aspects of managing the introduction and implementation of all changes affecting services and in any of the management processes, tools, and methodologies designed and utilized to support the solution.

4.4.3.8A Performance Management (SMS Outbound Text Message Solution)

Performance management activities are associated with managing service components of the SaaS for optimal performance. The process includes monitoring and analyzing reporting performance, assessing results, and providing recommendations for improvement.

4.4.3.9A Billing (SMS Outbound Text Message Solution)

This section addresses the delivery of invoices and detailed billing data to the County. The County's intention is for Vendor to provide a single invoice to County for all services centrally, however, the County reserves the right to require the Vendor to provide invoices directly to County departments.

Billing Activities include:

- Interface with Telecommunications Expense Management System
- Billing Process
- Invoice Format
- Billing Management
- Rate Validation/Invoice Accuracy
- Billing Adjustments

8. Appendix H (Sample Master Agreement), Recitals, has been deleted and is replaced as follows:

RECITALS

WHEREAS, the County may contract with private businesses for telecommunication services and related goods (collectively, the "Services") when certain requirements are met; and

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

WHEREAS, in response to County's Request for Statement of Qualifications ("RFSQ") for Telecommunications Services (hereinafter "RFSQ"), Contractor submitted its statement of qualifications ("SOQ") to County and desires and is prepared to provide the Services; and

WHEREAS, Contractor has established that it has met the minimum requirements of the RFSQ and is qualified to provide Services for Category 1 — Data Network Services, Category 2 — Secure Web Gateway Services, Category 3 — Unified Communications Cloud VoIP Services, Category 4 — Cloud Contact Center Services, Category 4A – SMS Outbound Text Message Solution, and/or Category 5 — Legacy Services, as defined in the RFSQ and in this Master Agreement; and

WHEREAS, the Contractor is qualified by reason of experience, preparation, organization and staffing to provide to County all of the Services contemplated by this Master Agreement and resulting work orders; and

WHEREAS, the County is relying on Contractor's expertise and experience to successfully deliver the Services; and

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 Board of Supervisors has authorized the Director of the Internal Services Department or designee to execute and administer this Master Agreement; and
NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

9. Appendix H (Sample Master Agreement) Definition 2.7.1, Category 4A - SMS Outbound Text Message Solution has been added as follows:

2.7.1 Category 4A – SMS Outbound Text Message Solution: The provision of a fully functioned, hosted software as a service (SaaS) that includes, but is not limited to, the ability to send up to 10 million (10,000,000) SMS Outbound Text Messages per month in English and translated, at minimum, of eleven (11) languages with archival retention of two (2) years and twenty-four hours/ seven days a week (24/7) support. This category description is provided in the RFSQ section 4.4A, SMS Outbound Text Message Solution, which may be updated and revised from time to time by the County.

10. Appendix H (Sample Master Agreement) Section 8.61, Injury and Illness Prevention Program has been added as follows:

8.61 Injury and Illness Prevention Program

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

11. Appendix H (Sample Master Agreement), Section 8.62, Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding has been added as follows:

8.62 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Master Agreement. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Master Agreement as determined in the sole discretion of the County.

12.RFSQ #104731, Appendices A-C (Required Forms) has added additional forms, which are attached separately.

Required Forms

Exhibit 6D-A – SMS Outbound Text Message Solution Prospective Vendor References

Exhibit 7D-A – SMS Outbound Text Message Solution Prospective Vendor List of Public Entity Contracts

EXHIBIT 6D-A1 - SMS Outbound Text Message Solution Prospective Vendor References Contracts

EXHIBIT 6D-A2 - SMS Outbound Text Message Solution Prospective Vendor References Contracts

EXHIBIT 18 – Contribution and Agent Declaration Form

EXHIBIT 19 – Declaration

Should you have any procedural or contractual questions, please contact Brandy Corona by email at telecomm.contracts@isd.lacounty.gov or call (562) 359-2275.