

EXECUTIVE OFFICE



BOARD OF SUPERVISORS

CELIA ZAVALA
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES
EXECUTIVE OFFICE
BOARD OF SUPERVISORS

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MEMBERS OF THE BOARD

HILDA L. SOLIS
HOLLY J. MITCHELL
LINDSEY P. HORVATH
JANICE HAHN
KATHRYN BARGER

November 7, 2023

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**REQUEST TO AWARD AND EXECUTE A CONTRACT FOR BROADCAST,
MANAGEMENT, AND PRODUCTION SERVICES FOR THE COUNTY OF LOS
ANGELES BOARD OF SUPERVISORS
(ALL DISTRICTS – 3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Request delegated authority to the County of Los Angeles Board of Supervisors Executive Office (Executive Office) to award and execute a Managed Services (MS) Solution contract with Pegasus Studios to provide continuous broadcast and production services for televising meetings of the Board, other meetings, and special events with simultaneous closed captioning and Spanish translation, on-screen graphics, electronic transcripts, and related services.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Executive Officer, or designee, to award and execute a contract in a format substantially similar to the sample agreement as provided in Attachment I with Pegasus Studios, to provide broadcast, management and production services for televising meetings of the Los Angeles County Board of Supervisors and related services, for an annual contract amount of \$3.175 million and an aggregate contract amount of \$33,337,500, for a term of eight years, plus two optional one-year extensions, and six month-to-month extensions, for a maximum total Contract term of ten years and six months, effective upon Board approval.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21 December 5, 2023

CELIA ZAVALA
EXECUTIVE OFFICER

2. Authorize the Executive Officer, or designee, to (i) exercise the renewal options and month-to-month extensions in accordance with the recommended contract; (ii) upon review and approval as to form by County Counsel, execute applicable amendments to the contract to make necessary changes which affect the statement of work to add/delete services and/or features to existing services, and/or revise the terms and conditions to align with Board policy changes and directives; (iii) execute applicable contract amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity.
3. Authorize the Executive Officer, or designee, by written notice to the Contractor, to increase the maximum contract sum by up to ten percent (10%) of the not-to-exceed contract amount annually.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

On November 5, 2014, the Board approved a contract with Network Television Time, Inc. (NTT) to provide the County with production services for the videotaping of hearings and meetings of the Board of Supervisors. Additionally, pursuant to Government Code section 8630 and Los Angeles County Code section 2.68 on April 6, 2021, the CEO approved an emergency contract with Integrated Media Technologies, Inc. (IMT) to provide technical telecommunications services for the Board Hearing Audio Control Room, including the Audio/Video Presentation System and DAIS System that serves the Board Hearing Room to support remote operations of the Board during COVID-19.

The purpose of this recommendation is to replace the existing contracts with NTT and IMT, scheduled to expire March 31, 2024.

Approval of recommendation number one will allow the County to contract with a single Managed Service Provider (MSP) to provide production services to provide broadcasts of the Board meetings with simultaneous closed captioning and Spanish translation, on-screen graphics, and electronic transcripts, as well as the operation, maintenance and support of the hardware, software, and the infrastructure to deliver consistent, network broadcast-level meetings for the County. The recommended contract will also streamline the County's contracting and monitoring process by replacing the current NTT and IMT contracts with a single contracted MSP.

Recommendation number two will allow Executive Office to effectively manage the contract throughout its term.

Recommendation number three will allow Executive Office to increase the maximum contract sum by up to ten percent (10%) of the not-to-exceed contract amount annually in order to allow for the purchase and maintenance of new/upgraded audio and video equipment as necessary to continue broadcast, management, and production of Board meetings.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the County Strategic Plan Goal III.2.1 Enhance Information Technology Platforms to Securely Share and Exchange Data; Goal III.2.2 Leverage Technology to Increase Visibility of and Access to Services; and Goal III.2.3 Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency; and Goal III.3 Operational Effectiveness, Fiscal Responsibility, and Accountability, by providing the public and County employees easy access to Board meetings and transcripts, as well as expanding access to view live and archived Board meetings.

FISCAL IMPACT/FINANCING

Funding for these services is included in Executive Office's Fiscal Year 2023-24 Adopted Budgets and sufficient appropriation will be requested in the future years. The total amount of the contract is \$3.175 million per year and an aggregate of \$33,337,500, over a period of 10 years and six months.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contract contains all of the Board required and policy provisions. The contract also includes appropriate provisions for confidentiality, the handling of security incidents and the required limits of applicable insurance for cyber liability, technology errors and omissions are also included.

Due to the highly specialized and technical nature of the contracted services, the recommended contract is not a Proposition A contract and is not subject to the Living Wage Program (County Code Chapter 2.221). Executive Office has determined that the services under the recommended contract do not impact Board Policy No. 5.030, "Low-Cost Labor Resource Program", due to the specialized nature of the services.

The Contractor agrees to maintain compliance with all contract requirements throughout the term of their contract. The contract has been approved as to form by County Counsel.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components of this request and recommends approval. The OCIO reviewed the Statement of Work and determined this recommended action does not include any new IT items that would necessitate a formal CIO Analysis.

CONTRACTING PROCESS

On November 17, 2022, Internal Services Department (ISD), in collaboration with the Executive Office, released a Request for Proposals (RFP) to contract with a firm to implement a Managed Services (MS) solution to provide continuous broadcast/production

services for televising of meetings of the Board and to operate, maintain and support hardware, software and the infrastructure to deliver consistent, network broadcast-level meetings for the County. The solicitation was posted on the County's "Doing Business with Us" web site (Attachment 2).

To increase opportunities and participation from County Preference Program vendors (i.e., LSBE, DVBE, and SE) and the CBE program, the Executive Office and ISD coordinated outreach efforts such as vendor fairs with the Office of Small Business and other County departments. At ISD's virtual vendor events this contracting opportunity was also advertised, specifically to increase participation from our small business community.

A mandatory proposer's conference was held on December 6, 2022, and was attended by representatives from six vendors. Two proposals were received by the February 9, 2023, deadline and all proposals were reviewed for responsiveness and compliance with minimum requirements set forth in the RFP. An evaluation committee comprised of subject matter experts from various County departments evaluated the proposals, in accordance with the evaluation process and criteria described in the RFP, including cost, proposer's qualifications, approach to providing required services, system modernization recommendations, quality control plan, and demonstration of a streaming broadcasted meeting. None of the proposals were disqualified.

At the completion of the evaluation process, the proposal from Pegasus Studios was determined to be the highest ranked proposal. The non-selected proposer requested and received a debriefing on June 28, 2023. The non-selected proposer submitted a timely Notice of Intent to Request a Proposed Contractor Selection Review (PCSR). On June 29, 2023, the County entered into negotiations with Pegasus Studios and received a Letter of Intent. The non-selected proposer's evaluation documents, as well as the highest evaluated proposal and corresponding evaluation documents were released to the non-selected proposer on July 3, 2023. Following the debrief, the non-selected proposer submitted a PCSR which was conducted by an independent reviewer and the PCSR was found to have no merit. The proposer subsequently requested a County Independent Review (CIR) for the same assertions which was also found to have no merit.

A summary of the CBE information for the recommended contractor is summarized in Attachment 3. On final analysis, selections were made without regard to gender, race, creed, color, or national origin.

The contract allows for a Cost of Living Adjustment (COLA) increase if requested by the Contractor and approved by the County, consistent with the Board approved methodology and Policy.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of recommendations will allow the County to contract with a single contractor to provide a Managed Services (MS) solution to ensure uninterrupted broadcasting of the Board meetings and will continue to enhance the County's efforts to open its Board meetings to members of the public.

CONCLUSION

Upon approval by the Board, it is requested that the Executive Office, Board of Supervisors return one stamped copy of the approved Board Letter to the Executive Officer.

Respectfully submitted,



CELIA ZEVALA
Executive Officer

Reviewed by



PETER LOO
Acting Chief Information Officer

Attachments

c: Chief Executive Officer
Board Deputies
County Counsel



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PEGASUS STUDIOS

FOR

**BROADCAST, MANAGEMENT, AND PRODUCTION SERVICES
FOR THE LOS ANGELES COUNTY BOARD OF SUPERVISORS**

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UNIQUE EXHIBITS

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

- I** Information Security and Privacy Requirements

FORM REQUIRED AT THE COMPLETION OF THE CONTRACT INVOLVING INTELLECTUAL PROPERTY DEVELOPED-DESIGNED BY CONTRACTOR

- J** Contractor's Assignment and Transfer of Copyright

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
PEGASUS STUDIOS
FOR
BROADCAST, MANAGEMENT, AND PRODUCTION SERVICES FOR THE
LOS ANGELES COUNTY BOARD OF SUPERVISORS**

This Contract ("Contract") made and entered into this ____ day of _____, 2023 ("Effective Date") by and between the County of Los Angeles, hereinafter referred to as County and (Contractor Name), hereinafter referred to as "Contractor". (Contractor Name) is located at (Contractor Address).

RECITALS

WHEREAS, the County may contract with private businesses for Broadcast, Management, and Production Services when certain requirements are met; and

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

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

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1 APPLICABLE DOCUMENTS

Exhibits A through J are attached to and form a part of this Contract. 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 Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- A Statement of Work and Attachments
 - Attachment 1: Equipment List
 - Attachment 2: Board Workflows
 - Attachment 3: Change Order Service Request/Acceptance Form
 - Attachment 4: Contract Discrepancy Report (CDR)
 - Attachment 5: Performance Requirements Summary (PRS)
- B Pricing Schedule
- C INTENTIONALLY OMITTED
- D County's Administration
- E Contractor's Administration
- F Contractor Acknowledgement, Confidentiality, and Copyright Assignment
- G Safely Surrendered Baby Law
- H Third Party Products

Unique Exhibits:

Information Security and Privacy Requirements

- I Information Security and Privacy Requirements

FORM REQUIRED AT THE COMPLETION OF THE CONTRACT INVOLVING INTELLECTUAL PROPERTY DEVELOPED-DESIGNED BY CONTRACTOR

- J Contractor's Assignment and Transfer of Copyright

2 DEFINITIONS

2.1 Standard 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 must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 **Acceptance (Accepted):** The County's written approval of any tasks, subtasks, Support Services, Deliverables, and Solution (if applicable).
- 2.1.2 **As-Needed Services:** Services, including but not limited to, Time and Material (T&M) Services, software upgrades/additions, including customizations and/or additional software, for system upgrades not reflected in the system requirements, including, but not limited to, addition, deletion or modification of the application software functions, customizations, changes to current system outputs, new and modified reports, new screens and additional interfaces which Contractor may provide upon County's request therefore in the form of Optional Work in accordance with Paragraph 3.2 (Optional Work).
- 2.1.3 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.4 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.5 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.1.6 **County Contract Project Monitor:** Person with responsibility to oversee the day-to-day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.
- 2.1.7 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.8 **County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.9 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract
- 2.1.10 **Day(s):** Calendar day(s) unless otherwise specified.

- 2.1.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.12 Optional Work:** Additional professional services, if any, which may be provided by Contractor to County upon County's request and approval in accordance with Paragraph 3.2 (Optional Work).
- 2.1.13 Pool Dollars:** Absent an Amendment in accordance with Paragraph 8.1 (Changes to Contract), the maximum amount allocated under this Contract for the provision of Optional Work, including Professional Services, approved by County in accordance with the terms of this Contract.
- 2.1.14 Service(s):** Collectively, and as applicable, all work required from the Contractor as set forth in Exhibit A (Statement of Work) and otherwise in this Contract and Optional Work.
- 2.1.15 Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.16 Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.17 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.

3 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein. The Contractor will manage all components of the Board of Supervisors (BOS) Hearing room, Audio/Visual (A/V) Control Room, control room, and other supported areas with multiple technology solutions, including media, display, audio, broadcast, and control systems. The Contractor will provide all the services needed to operate and maintain the A/V technology and produce all aspects of BOS meetings. The Contractor is responsible for implementing a Managed Services (MS) Solution to support hardware, software, and infrastructure to deliver consistent, network broadcast-level BOS meetings, as specified in this Contract. The Contractor will provide the Services, fulfill the obligations to County, produce and deliver the Tasks/Deliverables, and retain the responsibilities set forth in this Contract, and more specifically, Exhibit A (Statement of Work). Contractor will provide the Services without causing a material disruption of County's operations.

- 3.2** During the term of this Contract, Contractor will provide the support and maintenance services for the Supervisors (BOS) Hearing room, Audio/Visual (A/V) Control Room, control room, and other supported areas described in this Contract, including Exhibit A (Statement of Work) in exchange for County's payment of the applicable fees for Support Services set forth on Exhibit B (Pricing Schedule).
- 3.3** The County may initiate Optional Work by providing written notice of the desired services to Contractor, and Contractor will advise County of Contractor's availability and schedule for performing the Optional Work. Contractor's performance of the Optional Work will be subject to County's written Acceptance of: (i) Contractor's schedule for meeting County's Optional Work request; (ii) Contractor's fees for such Optional Work using the Fixed Hourly Rate set forth in Exhibit B (Pricing Schedule); and (iii) if not in Exhibit B (Pricing Schedule), any other relevant pricing agreed to by the County. In accordance with the terms of this Contract, Subparagraph 8.1.2 (Change Orders), for any Optional Work requested by County following agreement on the Services, a Change Order (via the Service Request Form) will be prepared and executed by each of: (a) the County's Project Director or designee, and (b) Contractor's authorized representative(s).
- 3.4** If the Contractor provides any tasks, materials, services, or other work, other than as specified in this contract, the same will be deemed to be a gratuitous effort on the part of the contractor, and the contractor must have no claim whatsoever against the County.

4 TERM OF CONTRACT

- 4.1** The term of this Contract will be eight (8) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to two (2) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of ten (10) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Executive Officer or his/her designee as authorized by the Board of Supervisors.

The County maintains a database that tracks/monitors contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3** The Contractor must notify EO when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to EO at the address herein provided in Exhibit D (County's Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1** Contractor will provide all tasks, Deliverables, goods, services and other work specified under this Contract at rates not exceeding the rates and prices identified in Exhibit B (Pricing Schedule).
- 5.1.2** The maximum Contract sum will be the total monetary amount payable by County to Contractor for supplying all the tasks, materials, Services, and Optional Work under and during the term of this Agreement ("Maximum Contract Sum"). If County does not Accept work under and in accordance with this Contract, no payment will be due to Contractor for such work. The Maximum Contract Sum, including all applicable taxes and Pool Dollars, authorized by County hereunder will not exceed \$30,000,000.00, unless the Maximum Contract Sum is modified by an Amendment to this Agreement pursuant to Paragraph 8.1 (Changes to Contract). The Maximum Contract Sum will cover the authorized payments for all elements of the System, including the Services and any Optional Work. The Maximum Contract Sum will not be adjusted for any costs or expenses whatsoever of Contractor. The County may, by written notice to the Contractor, increase the maximum annual compensation by up to 10% of the not-to-exceed Contract Sum annually. The County has sole discretion to expend some, all, or none of such budgeted amounts.
- 5.1.3** Contractor's rates set forth in Exhibit B (Pricing Schedule) will remain firm and fixed and may not be increased during the Term of this Contract, including, without limitation, any Option extensions as set forth in Paragraph 4.0 (Term of Contract).

5.2 Written Approval for Reimbursement

The Contractor will 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 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, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the

total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to EO at the address herein provided in Exhibit D (County's Administration).

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

The Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor. This provision will survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1** The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit B (Pricing Schedule) and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.
- 5.5.2** The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule).
- 5.5.3** The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4** The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5** All invoices under this Contract must be submitted to the following addresses:

John-Pierre Abilla
Executive Office, County Project Manager
JPAbilla@bos.lacounty.gov

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (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 Cost of Living Adjustments (COLA's)

If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the contract anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase will take effect and become part of this Contract, it will require a written amendment to this Contract first, that has been formally approved and executed by the parties.

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will

supersede this requirement with respect to those payments.

- 5.7.4** At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County's Project Director

The role of the County's Project Director may include:

- 6.2.1** Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.2** Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

- 6.3.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
- 6.3.3** The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration

of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.2 Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge, visible at all times. Contractor bears all expense of the badging.

7.4.1 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 by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

7.4.2 Contractor must notify the County within one business day when staff is terminated from working under this Contract. Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.4.3 If County requests the removal of Contractor's staff, Contractor must retrieve and return an employee's County ID badge to the County on the

next business day after the employee has been removed from working on the County's Contract.

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, must 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 will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request 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.

7.5.2 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.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor must 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.

Contractor must 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, as determined by

County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 will be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will 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.

7.6.2 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.3 Contractor must sign and adhere to the provisions of Exhibit F1-IT (Contractor Acknowledgment, Confidentiality, and Copyright Assignment Agreement).

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

The authority to execute Amendments varies between departments and types of contracts.

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the contractor and by the Executive Officer, or his/her designee as authorized by the Board of Supervisors.

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 Contract during the term of this Contract. 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 changes, an Amendment to the Contract will be prepared and executed by the Contractor and by the Executive Officer or his/her designee as authorized by the Board of Supervisors.

8.1.2 The Executive Officer or his/her designee as authorized by the Board of Supervisors, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract will be prepared and executed by the Contractor and by the Executive Officer or his/her designee as authorized by the Board of Supervisors.

8.1.3 Change Orders

As set forth in Paragraph 3.4, the County Project Director may authorize additional related services and purchases under this Contract that do not exceed a total of \$100,000 (Pool Dollars) annually. For any change which requires Contractor to incur any additional costs or expenses using Pool Dollars, a written change order ("Change Orders") for As-Needed Services will be prepared and executed by an authorized representative of Contractor and County's Project Director or designee. For any Optional Work requested by County, a Change Order will be prepared and executed by each of: (a) the County's Project Director or designee, and (b) Contractor's authorized representative(s). County is specifically authorized to execute Change Orders for expenditure of Pool Dollars for acquisition of Optional Work under the Contract. Any requests for the expenditure of Pool Dollars must be approved in writing by the County's Project Director or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor must 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 must not assign, exchange, transfer, or delegate its rights or duties under this Contract, 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 will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, 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 Contract will 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, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Contract 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 Contract and that all requirements of the contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract will also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

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

8.5.1 Complaint Procedures

- 8.5.1.1** Within two (2) business days after the Contract effective date, the contractor must provide the County with the contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.1.2** The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.
- 8.5.1.3** If the County requests changes in the contractor's policy, the contractor must make such changes and resubmit the plan within two (2) business days for County approval.
- 8.5.1.4** If, at any time, the contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5** The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within two (2) business days of receiving the complaint.
- 8.5.1.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.1.7 Copies of all written responses must be sent to the County's Project Manager within two (2) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

8.6.1 In the performance of this Contract, Contractor must 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.

Contractor must 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 Paragraph 8.6 (Compliance with Applicable Law) will be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will 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 will, 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 Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.7.3 That Contractor has a system for determining if its employment practices

are discriminatory against protected groups.

- 8.7.4** 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.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract 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](#).

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the contractor must have and adhere to a written policy that provides that its Employees will 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 Employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this 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 or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the 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 the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury

Service Program must be attached to the agreement.

8.8.2.3 If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the contractor must immediately notify the County if the contractor at any time either comes within the Jury Service Program’s definition of “contractor” or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County’s satisfaction that the contractor either continues to remain outside of the Jury Service Program’s definition of “contractor” and/or that the contractor continues to qualify for an exception to the Program.

8.8.2.4 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 and/or bar the 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 Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder will 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 must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the contractor must 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 Contract.

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 Contract, the Contractor will 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 will mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer 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 must 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 contract. 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 the Contract, 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

8.12.4.1 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.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will 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 will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 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 will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 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.

8.12.4.5 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; 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will 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 will 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 poster, Exhibit G (Safely Surrendered Baby Law) 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 <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

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 contracts 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 Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and will during the term of this Contract, maintain 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 will 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

- 8.15.1** The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract 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 Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1** The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs must be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2** If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the 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 Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor must 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 must retain all such documentation for all covered employees for the period prescribed by law.

- 8.17.2** The Contractor must 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 Contract.

8.18 Counterparts and Electronic Signatures and Representations

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

8.19 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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. The County of Los Angeles must comply with all provisions of the Labor Code of the State of California with regards to the Prevailing Wage Scale. Therefore, all contractors and sub-contractors must pay prevailing wage as applicable.

8.20 Force Majeure

- 8.20.1** Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, 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 paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor will 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 will 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 subparagraph, 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 Contract will 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 Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will 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 Contract are, for purposes of Workers'

Compensation liability, solely employees of the contractor and not employees of the County. The contractor will 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 Contract.

- 8.22.4** The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The Contractor must 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 Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

- 8.24.1** 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 must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 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.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1** 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, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2** Renewal Certificates must 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 sub-contractor insurance policies at any time.

Certificates must 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 must match the name of the contractor identified as the contracting party in this Contract. Certificates must 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.

8.24.2.3 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), will be construed as a waiver of any of the Required Insurance provisions.

8.24.2.4 Certificates and copies of any required endorsements must be sent to:

County of Los Angeles

Executive Office of the Board of Supervisors

ATTN: Angel Ortega

aortega@bos.lacounty.gov

8.24.2.5 Contractor also must 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 must 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.

8.24.3 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) must 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 must 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 must 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.

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or contractor's insurance policies must contain a provision that County will 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 must 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 Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will 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.

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 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 must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will 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 must be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

All liability policies must 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.

8.24.14 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 must be designated as an Additional Covered Party under any approved program.

8.24.15 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 must 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 must 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. The written notice must 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. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Professional Liability-Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.25.4.2 Cyber Liability Insurance

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and in the aggregate during the term of the Contract, 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 Contract. The Contractor must 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, will 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. Please note that the limit above is the minimum limit, and the County reserves the right to increase this limit based on its final assessment of the project during the contract negotiations.

8.25.4.3 Installation Floater

Insurance that covers all property to be installed (including labor) for the full contract value (without coinsurance) against loss or damage until completion and acceptance by the County.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, 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 Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, 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 Department Head, or his/her designee, 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 \$1500 per day per infraction, or as specified in Attachment 5 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the contractor will be liable to the County for liquidated damages in said amount. Said amount will 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 must 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 Contract.

8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract 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 Contract 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 Contract, then such lower prices must 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 will 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 Contractor certifies to the County each of the following:

- 8.28.2.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - 8.28.2.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - 8.28.2.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - 8.28.2.4** 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.
- 8.28.3** The Contractor must 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 must 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 will comply with all applicable Federal and State laws and regulations to the end that no person will, 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 Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor will 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 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract 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 will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, 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 Contract.

8.29 Non Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the contractor. This Contract will not restrict County 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 Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, 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 must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Executive Officer, or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will 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 must 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 must notify and provide to its employees, and will 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 G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed

by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Executive Officer, or his/her designee, will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will 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 the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will 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 will 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 a proposal 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 must not disclose any details in connection with this Contract 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 will not inhibit the contractor from publishing its role under this Contract within the following conditions:
- 8.37.1.1** The Contractor must develop all publicity material in a professional manner; and
 - 8.37.1.2** During the term of this Contract, the Contractor will not, and will 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 will 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 Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

The contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. 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, will be kept and maintained by the contractor and will be made available to the County during the term of this Contract 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 must 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 will 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 Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor must 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 Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)

8.38.3. Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

- 8.38.2** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, 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 must 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 Contract 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 will be paid to the contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

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 Contract.

8.40 Subcontracting

- 8.40.1** The requirements of this Contract may not be subcontracted by the Contractor without the advance 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 Contract.
- 8.40.2** If the Contractor desires to subcontract, the contractor must provide the following information promptly at the County's request:
- 8.40.2.1** A description of the work to be performed by the subcontractor.
 - 8.40.2.2** A draft copy of the proposed subcontract; and
 - 8.40.2.3** Other pertinent information and/or certifications requested by the County.
- 8.40.3** The Contractor must indemnify, defend, 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 the contractor employees.
- 8.40.4** The Contractor will remain fully responsible for all performances

required of it under this Contract, 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 will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
- 8.40.6** The County's Project Director 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 must forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor will 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 must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor must ensure delivery of all such documents to:

Executive Office of the Board of Supervisors

Attention: Angel Ortega

aortega@box.lacounty.gov

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) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

- 8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the 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 will be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor must:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as would 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 Contract must 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 Contract, if, in the judgment of County's Project Director:

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract 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.

In the event that the County terminates this Contract in whole or in part as provided in 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 will 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 will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.2 Except with respect to defaults of any subcontractor, the contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract 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 will 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, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.3 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.4 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

The County may, by written notice to the Contractor, immediately terminate the right of the contractor to proceed under this Contract 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 Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.

8.44.1 The Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must 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.

8.44.2 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 Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of the contractor. The contractor will 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;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or

8.45.1.4 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) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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, must 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 will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will 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 Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances will not be affected thereby.

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will 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 Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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 Contract upon any Contract 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 will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract 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" will 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 will be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.53 Time Off for Voting

The Contractor must notify its employees and must 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 must 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 will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. 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 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). 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.

8.57 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

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 will 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 will survive the expiration, or other termination of this Agreement.

8.59 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.

9 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance 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 will 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, must maintain the confidentiality of any information obtained and must notify the 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 must 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 Ownership of Materials, Software and Copyright

9.2.1 County will 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 the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, will execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.2.2 During the term of this Contract and for five (5) years thereafter, the Contractor will maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.2.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and will be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.2.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The 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 the Contractor.

9.2.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.2.6 All the rights and obligations of this Paragraph 9.2 will survive the expiration or termination of this Contract.

9.3 Patent, Copyright and Trade Secret Indemnification

9.3.1 The Contractor will 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 the Contractor's work under this Contract. County will inform the Contractor as soon as practicable of any claim or action alleging such infringement

or unauthorized disclosure and will support the Contractor's defense and settlement thereof.

- 9.3.2** 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, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, will either:

9.3.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or

9.3.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or

9.3.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

- 9.3.3** The Contractor will 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 the Contractor, in a manner for which the questioned product was not designed nor intended.

9.4 Work Product and Background Intellectual Property

9.4.1 Ownership of County Data.

All County Data provided or made accessible to Contractor is and will remain the property of County. Upon termination or expiration of the Contract for any reason, or upon County's written request at any time, the Contractor will provide County, at no additional cost and no later than fifteen (15) calendar days after the termination, expiration or the County's request, any County Data or other proprietary data belonging to the County stored within the System. Such data will be provided to the County on an external media drive in a Platform-agnostic format or in any specific format reasonably requested by County. At the County's option, the Contractor will destroy all originals and copies of all such data, and other related information or documents.

9.4.2 Ownership of Background Intellectual Property & Licensed Software.

Contractor retains all right, title and interest in and to any such Background Intellectual Property and Licensed Software (including any modifications thereto made by Contractor). However, to the extent Background Intellectual Property constitutes or is incorporated into Work Product or required for County to fully exploit such Work Product or the System, Contractor hereby grants to County a perpetual, irrevocable, fully paid up, royalty free, transferable, sub-licensable, worldwide, non-exclusive right and license to use, prepare derivative works, and

otherwise fully exploit in connection with County's business, the Background Intellectual Property constituting or incorporated into the Work Product or otherwise delivered to County in connection with this Contract, and provided further that the Background Intellectual Property is not separately commercially exploited by County. Any and all Background Intellectual Property which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Director as proprietary or confidential, and will be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL."

9.5 Third Party Products

9.5.1 Approved Third Party Products are identified in Exhibit H (Third Party Products). The Contractor will not use any Third Party Products without the prior written approval of the County to be granted or withheld in its sole discretion. In the event Contractor provides any Third Party Product to County in connection with this Contract, Contractor will obtain, at Contractor's sole cost and expense, a fully paid-up, royalty- free, worldwide, perpetual, nonexclusive license for County and County's agent agents and assigns, to use the Third Party Product for County's business purposes and activities.

9.6 Local Small Business Enterprise (LSBE) Preference Program

9.6.1 This Contract 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](#).

9.6.2 The Contractor will 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.

9.6.3 The Contractor will 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.

9.6.4 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, will:

9.6.4.1 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;

9.6.4.2 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

9.6.4.3 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 will 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.

9.7 Social Enterprise (SE) Preference Program

9.7.1 This Contract 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](#).

9.7.2 Contractor must 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.

9.7.3 Contractor must 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.

9.7.4 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 will:

9.7.4.1 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;

9.7.4.2 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

9.7.4.3 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 will 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.

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.8.1 This Contract 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 must 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 must 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 will:

9.8.4.1 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;

9.8.4.2 In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

9.8.4.3 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 will 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.

10 Survival

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions will survive the expiration or termination of this Agreement for any reason:

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

Paragraph 5.4 (No Payment for Services Provided Following
Expiration/Termination of Agreement)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6.2 (Compliance with Applicable Law)

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.20 (Force Majeure)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)

Paragraph 8.24 (General Provisions for all Insurance Coverage)

Paragraph 8.25 (Insurance Coverage)

Paragraph 8.26 (Liquidated Damages)

Paragraph 8.34 (Notices)

Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)

Paragraph 8.42 (Termination for Convenience)

Paragraph 8.43 (Termination for Default)

Paragraph 8.48 (Validity)

Paragraph 8.49 (Wavier)

Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))

Paragraph 9.2 (Ownership of Materials, Software and Copyright)

Paragraph 9.3 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 9.4 (Work Product and Background Intellectual Property)

Paragraph 9.5 (Third Party Products)

IN WITNESS WHEREOF, contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR

PEGASUS STUDIOS

By

Name

Title

COUNTY OF LOS ANGELES

By

Chair, Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Principal Deputy County Counsel

**CONTRACT FOR
BROADCAST, MANAGEMENT, AND
PRODUCTION SERVICES**

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EXHIBIT A

STATEMENT OF WORK FOR COUNTY OF LOS ANGELES

BROADCAST, MANAGEMENT, AND PRODUCTION SERVICES FOR THE COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

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- Attachment 1: Equipment List**
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- Attachment 5: Performance Requirements Summary (PRS)**

1.0 BACKGROUND

The County of Los Angeles (County) Board of Supervisors (BOS) Hearing Room is a highly specialized meeting room for in-person, remote, and hybrid BOS public meetings. The BOS Hearing room located in the County Hall of Administration (500 West Temple Street, Los Angeles, CA 90012), is where the BOS, County staff, and the public meet to conduct official County business. The primary use of this facility is to host regular and special BOS meetings, informational meetings, committee meetings, and commission meetings. For the benefit of residents who cannot attend in person, BOS meetings are broadcast live to all residents who subscribe to local cable television service, and are available on-demand online.

The BOS Executive Office (EO) and Contractor(s), operate and support the Board Audio/Visual (A/V) Control Room, Board Hearing room, broadcast control room, and other supported areas with multiple technology solutions, including media, display, audio, broadcast, and control systems as described in the Board Workflows (Attachment 2).

Current support includes day-to-day operations, on-site support and production of the weekly Board meetings, maintenance, and upgrades of existing equipment, generating broadcast quality streams for live streaming and broadcast by third parties, providing interpretation and translation services, and support for additional Board meetings and functions. The existing A/V equipment is comprised of a mix of analog and digital equipment that must interface seamlessly to provide both a broadcast-quality stream and a hybrid stream for live streaming.

Under this Contract, Contractor will manage all components of current system and provide all the services needed to operate and maintain the A/V technology and produce all aspects of BOS meetings. Additionally, Contractor is expected to modernize the current A/V system to a state of the art broadcast/presentation system for recording and broadcasting Board meetings and County produced videos. This may include system design, equipment selection, component installation, training, and integration of broadcast, presentation, A/V, and broadcast scheduling equipment.

2.0 SCOPE OF WORK

Contractor will be responsible for implementing a Managed Services (MS) Solution to support hardware, software, and infrastructure to deliver consistent, network broadcast- quality BOS meetings. Services include, but are not limited to the following:

- Furnish all labor, supervision, equipment materials, supplies, and all other items necessary to perform the services required, except as provided elsewhere in this Statement of Work (SOW).
- Perform all routine maintenance, repair, and replacement of all A/V equipment at the level necessary to achieve its useful life (on a Time and Materials basis)

- Provide quality, efficient, technical and professional service to the County and must perform all work required under this SOW.
- Provide qualified technical staff, operators, and personnel trained in the specific aspects of meeting coverage and use of the A/V systems. Technical staff, operators, and personnel must demonstrate proficiency with all relevant broadcasting equipment. Contractor staff will be both technically trained and competent to operate the County's production equipment.
- Provide technical consultation for the repair, modification, and upgrade of the County-owned production Equipment on the Equipment List (Attachment 1).
- Provide gavel to gavel meeting coverage, including production and direction, and secure the production equipment room after each use.
- Assess the existing A/V System and make necessary upgrades, if approved, in order to modernize current system.

3.0 DEFINITIONS

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

- 3.1 24/7 or 24x7x365:** 24 hours by 365 days per year, including weekends and Holidays.
- 3.2 8x5:** 8 Business Hours by 5 Business Days by 52 weeks per year, excluding weekends and Holidays.
- 3.3 Board Hearing Room (Dais):** The room that includes the video wall, camera/lens/filter, A/V equipment (e.g., devices on the Dais rack), and an all-in-one device.
- 3.4 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 3.5 Business Day(s):** Mondays through Fridays, excluding Holidays.
- 3.6 Business Hours:** 8:00 AM to 5:00 PM Pacific Time on Business Days.
- 3.7 Contract Discrepancy Report (CDR):** Form issued by and at County Contract Program Manager's (EO) discretion when it is determined that the Contractor did not achieve satisfactory (an acceptable quality level) performance.
- 3.8 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 3.9 Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 3.10 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the

County to perform or execute the work covered by this contract.

3.11 Contractor's Service Request (SR) System: The system used by the Contractor to receive SRs.

3.12 County Contract Project Monitor: Person with responsibility to oversee the day-to-day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

3.13 County Project Director: Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County Project Manager.

3.14 County Project Manager: Person designated by County Project Director to manage the operations under this contract.

3.15 Day(s): Calendar day(s).

3.16 Days of Operation: Days services are required by Contractor.

3.17 Department Head: Executive Officer of the Board.

3.18 Department: Executive Office (EO) of the Board.

3.19 Engineering Change (EC): Technical changes to an Equipment component to improve any combination of the performance, reliability, maintainability, or safety of Equipment.

3.20 Equipment List: Attachment 1. A complete listing of all Equipment being maintained under Contract.

3.21 Equipment: All equipment that is represented on the Equipment List. May refer to one or more or all of such items.

3.22 Equipment Room: This room includes camera robotics and the control system as well as video broadcast service for internet/intranet.

3.23 Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

3.24 Holiday(s): County holidays.

3.25 Hours of Support: Contractor's availability for Authorized Departments to place SRs for any issues involving Equipment.

3.26 New Control Room: Room T-479 which comprise of the A/V equipment control console, and Channel 36 primary equipment.

3.27 OEM: Original equipment manufacturer.

3.28 Old Control Room: Room T-479-A which comprise of Channel 36 backup equipment and Snapstream (YouTube integration).

3.29 Performance Requirements Summary (PRS): Attachment 5 (Performance Requirements Summary) identifies requirements of the Contract that will be monitored by County to ensure that Contractor meets Contract performance standards.

- 3.30 Remote:** When Contractor works on Equipment from a site that is different from where Equipment is physically located.
- 3.31 Resolution:** When SR has been completed and SR Ticket has been signed by Authorized Department and therefore it is deemed closed.
- 3.32 Response:** 1) When Contractor communicates with EO and provides a SR Ticket number, dispatches a Technician, and provides an estimated time of arrival. 2) When Technician arrives at service location. 3) Commencement of remote diagnostics.
- 3.33 Service Request (SR) Ticket:** Document as described in paragraph 4.2.15 of this SOW.
- 3.34 UPS Room:** Room T-479-B which includes A/V equipment such as Creston, planar, and Cisco switch.
- 3.35 Service Request (SR):** Equipment maintenance requests placed by EO to Contractor. Notification may come in the form of phone call, e-mail, or through Contractor's SR System. SRs are open upon placement by Authorized Department or EO and are closed upon Resolution.
- 3.36 Statement of Work (SOW):** This Exhibit A. The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 3.37 Support Option:** Level of service indicated on the Pricing Schedule per Equipment on the Equipment List.
- 3.38 Technician(s):** Contractor personnel dispatched to service Equipment either onsite or remotely.
- 3.39 Third-Party:** An entity that is not part to this Contract.
- 3.40 Time & Material (T&M):** The Hourly Labor Rate and Material Cost as set forth in the Equipment List for as-needed maintenance services to be performed on equipment by the Contractor

4.0 TASKS

The tasks in this Statement of Work are organized as follows:

- General Administration (Task 1)
- Equipment Maintenance Services (Task 2)
- Broadcast Services (Task 3)
- As-Need Software Upgrades/Additions (Task 4)
- Media Wall Support and Maintenance (Task 5)
- System Modernization (Task 6)

4.1 TASK 1 – GENERAL ADMINISTRATION

4.1.1 Contractor's Office

Contractor will maintain an office with an email and telephone in the company's name where Contractor conducts business. The office will be staffed during Business Hours by at least one (1) employee who can respond to inquiries and complaints which may be received about Contractor's performance. When the office is closed, an answering service will be provided to receive calls and an email. Contractor will respond to calls received by the answering service within one (1) business day of receipt of the call and/or email. Contractor will also maintain an answering service and email when the Contractor's Office is closed with the policy that any calls or emails received will be returned within one (1) business day of receipt of the call or email.

4.1.2 Emergency Service Request

Contractor will provide an emergency contact that can be reached 24/7.

4.1.3 Contractor's Resources

Contractor will assign a sufficient number of qualified employees to perform all work in this SOW, including without limitation sufficient staff and resources to: monitor, track, and enforce vendor Quality Assurance/Quality Control (QA/QC), compliance of all documents and actions with applicable law as well as all terms and conditions of the Contracts, and timely reporting.

Contractor's Program Director (Contractor's PD)

Contractor's PD or designee will be responsible for the overall management/coordination of the Contract, and possess the full authority to act for the Contractor.

Contractor's Program Manager (Contractor's PM)

Contractor's PM or designee will act as the central point of contact of the Contractor. Duties include, but are not limited to:

1. Support the management of the Contract;
2. Ensure Contractor's Program team completes all deliverables and other requirements successfully and meets all deadlines.
3. Ensure overall County satisfaction with all Contractor's products and services throughout the term of the Contract.
4. Facilitate dispute resolution; and
5. Contractor's PM or designee will be available during Days of Operation.

The Contractor's PM is subject to the County's interview and approval. The County reserves the right to require a change in the Contractor's PM if the assigned Contractor's PM is not, in the opinion of the County, adequately serving the needs of the County. The Contractor's PM must be available to meet with County's staff, if needed, to resolve issues that may arise.

4.1.4 Minimum Requirement

Contractor's PM will have a minimum of one (1) year of experience within the last five (5) years managing programs of equivalent or similar services as described herein as determined by the County.

4.1.5 Monthly Meetings

At County's request and discretion, Contractor is required to attend a scheduled monthly meeting and any ad-hoc meetings.

4.1.6 Support Requirements

- Provide minimum 8 hours of support every Tuesday (46 weeks) to support Board of Supervisors meetings specifically or to support any additional activity in the Boardroom as needed. Staff to be on-site to oversee and support existing staff in the operation of board hearing meetings. Provide technical assistance, resolve issues and ensure the proper running of the A/V control room, broadcast control room, and dais.
- Contractor will provide the single point of contact for support issues related directly to the board operations and control room systems. Contractor will provide leadership engineering in support of all technical systems that support the board room and dais.
- Support of control room and related systems include the running and management of Board of Supervisor events in support of Board Hearing Room meetings (Monday – Friday, non-holiday).

- Develop and document Standard Operation Procedures (SOP) to maintain and operate equipment in A/V control room, broadcast control room, Board Hearing room, etc.
- Support also includes:
 - Requests for mock meetings, virtual meetings and any other event that Contractor is required to be on-site for operational support for four (4) or more additional meetings per week which may extend beyond 40 hours a week or an 8-hour workday. These events may include, but are not limited to, Commission meetings, press conferences, and special events.
 - Assistance with defining and establishing governance processes. Development of protocols and procedures in support of board meetings and events. Develop procedures and documents to support formal methods of operation for board events

4.1.7 Staffing Requirements

Contractor to provide, at minimum, one (1) of each of the following roles:

On-Site A/V Technician

- Full time on-site A/V technician will staff the A/V control room, broadcast control room, and dais 40 hours a week.
- Provides daily support; reports to the County Project Manager
- County to provide workspace
- 8:30 to 4:30 – 5 days a week
- General holidays and paid time off will be recognized

Senior A/V Engineer

- Provide weekly support for 46 meetings annually
- Provide support for up to 4 additional meetings per week
- Responsible for overall operation of the control room
- Available as needed in support of the control rooms and dais operations

A/V Support Engineer

- Provide on-site support, as needed
- Backup engineer to provide support, as needed
- Will be able to step in for either the on-site A/V technician or A/V engineer with a minimum of 48-hour notification
- 1 day a week support average

Contractor staffing support services include:

- Validation of all systems
- General oversight of operations
- Ensure stated technical functionality
- Control room operational readiness

4.1.8 Management Reporting

Contractor will provide, at a minimum:

- weekly reporting on support activities
- operational tracking and logs
- health check reports
- Contractor will compile all operational, system status and health check reports as well as a contract financial summary in quarterly business review meetings, coordinated, scheduled and conducted by the Contractor with County stakeholders.

4.1.9 County Responsibilities

County Provided Services

- County to provide support staff related to Board room technical environments not in the scope of this project.
- County will provide all direct Board communications with EO and the members.

Project / Support Manager

- Manager to support board meetings and events
- Communication oversight
- Coordination of meetings and events
- EO interface and oversight
- Governance and program management

Contract Exceptions

These areas not in scope or supported by this Contract

Environment/Systems

- Internal network environment
 - BOS and ISD networks not directly related to the control room
 - Cisco contract, licensing, support of equipment not directly related to the control room
- Microsoft software, licensing contract, support not directly related to the control room
- Security updates related to PC, Microsoft operating system (O/S), applications on the All-in-One PCs on the dais.

4.1.10 Board Meeting Success Planning and Governance

In addition to the services listed herein by Contractor and the responsibilities of County listed above, the below Success Governance Model will be implemented as part of this support agreement.

Success Governance Model

All teams involved in the meeting readiness and production process want to ensure mutual success of each meeting. In order to do so, the below success governance model will be implemented to accomplish the following goals:

1. Ensure all necessary parties are aware of all planned events or agenda items for the Tuesday Board meeting.
2. Ensure all necessary elements, infrastructure, and related items are tested and configured (system, furniture, mics, etc.) as part of Monday preparations for the Tuesday meeting.
3. Ensure any issues or questions are tracked down and mitigated.
4. Provide all members of the team with confidence in meeting success prior to meeting execution.

To deliver against these goals, all parties that are in some way affiliated with meeting production and operation will meet regularly. As part of this process, this group will be identified within the first month of contract execution and be taken through several business process improvement sessions to ensure necessary expectations and information channels are established. These meetings will take place on a weekly basis, on the day prior to a board meeting (Monday) unless otherwise requested due to holiday or meeting date change. These meetings will serve as a forum to discuss elements planned for the Tuesday meeting, and the necessary corresponding test cases or prep work to accomplish the expected goals.

It is critical that this team and cadence be established early in this process, and be supported by relevant department leaders, as this team will drive the ability for the operational and technical teams to successfully deliver the Tuesday Board meetings.

4.1.11 Managed Services (MS) Reports

Contractor engineers will provide support for all technology needs, from simple technical support questions to detailed consultations and troubleshooting. Contractor will provide a single point-of-contact for multi-vendor technology integration issues, including: initiating supporting tickets, tracking, and resolution. Contractor will manage the issue from start to finish, freeing up internal County resources.

Contractor will provide a MS summary report, which summarizes all activities, multi-vendor technology integration issues, tests, tickets and resolutions.

This report will include without limitation:

- a. Summary of all activities conducted and support tickets initiated during the invoiced period;
- b. Summary of test results;
- c. Summary of each deficiency identified by Contractor or County, root cause analysis report, its corrective action status, date of completion of each correction and date of County Project Director's approval of each correction.

For all hardware MS, County will pay the actual price expended by Contractor for the provision of hardware MS work that has received prior approval from the County Project Director.

4.1.12 Technical Account Manager (TAM) Services

Contractor will provide a dedicated TAM, acting in the capacity of the Senior Support Engineer. The TAM will be responsible for enabling the County to effectively plan and execute IT projects in alignment with stated business goals. The TAM provides a single point of contact for all Contractor services and support needs. The TAM provides best practice guidance, implementation oversight, and access to Contractor's subject matter experts and technical resources. Through collaboration with key County stakeholders, the TAM will identify and monitor key success metrics to meet the County's functional business requirements and protect A/V assets and investments. The TAM will also prepare and provide quarterly reporting of all contract activities and deliverables. The TAM will schedule, coordinate and conduct these quarterly meetings with identified County and other key vendor stakeholders.

4.1.13 Engineering Services / Support

Provide consultation, support, guidance, recommendations, and technical solutions to support the environment on an on-going basis. Provide strategic, and tactical solutions as needed to the County and the board room. Strategic design and tactical recommendations should be consistent with broadcast industry best practices.

4.1.14 24x7x365 Support

Provide 24x7x365 access to a dedicated support resource coordinator. The dedicated support resource may be included as part of Support Staffing and Management.

4.1.15 Workflow Scoping

Contractor will provide consulting services for development of complex workflow scoping needs. Contractor will provide a scope overview and expected utilization efforts within two (2) weeks of contract execution.

4.1.16 Support Elements and Components

Services include the following support elements:

- 24×7 Contractor Support Hotline
- Contractor Remote Engineering Support
- Technical Account Manager (Single Point of Contact)
- 3rd Party manufacturer warranty and/or maintenance support services, Case Management and Escalation
- TAM and Contractor Account Team Review
- Support areas include the following components:
 - Project Coordination and Oversight – Ongoing
 - Service Review Meetings – Monthly
 - System Health Inspections – Monthly
 - Upgrade Recommendations and Planning
 - Advanced Consulting – Cloud Migration Readiness
 - Advanced Consulting – Infrastructure Review
 - Advanced Consulting – Software Solution Design
 - Quarterly Health Check
 - Remediation of health checks to be scheduled through TAM

4.1.17 Software Managed Services

Contractor must provide software engineering and design to support new requests, improved system functionality, and manage and support existing software to industry standards. Support includes the A/V Control System and Single Pane environment. Software MS includes software support services that are outside of software upgrades.

4.1.18 Software MS Report

Contractor will provide a summary report, which summarizes all activities, multi-vendor technology integration issues, tests and tickets and resolutions.

This report will include without limitation:

- a. Summary of all activities and support tickets conducted during the invoiced period;
- b. Summary of tests results;
- c. Summary of each Deficiency identified by Contractor or County, its corrective action status, root cause analysis, date of completion of each correction and date of County's Project Director's approval of each correction.

These reports will be included in the quarterly business review coordinated, scheduled and conducted by the TAM.

4.1.19 Software Support – Control System / Single Pane

Support services includes general support for system operation and includes:

- General technical support
- Single Pane of Glass upgrades as required
- Support for software issues
- Resolution of software bugs
- Patching
- System maintenance
- Performance tuning

Contractor will provide 8x5 remote software support with 24-hour response in support of the current software environment. Support includes the A/V control system and Single Pane environment. Software support does not include any upgrades or changes to the existing environment.

Note: The County will provide IT and related services that need to be integrated and managed with the A/V software control system. The County owns the hardware (PC's), O/S, other third-party software and the internal network environment. These areas are integrated and work together with the A/V software layer to provide a functional system overall.

4.2 TASK 2 – EQUIPMENT MAINTENANCE SERVICES

The Contractor will provide Equipment Maintenance Services on a Time and Materials basis. This service includes the support of systems, components, devices, and materials in support of the A/V control room, Board Hearing room, broadcasting control room, and Dais functions as part of the existing systems.

CONTRACTOR RESPONSIBILITIES

Contractor's responsibilities are as follows:

4.2.1 Technicians

- 4.2.1.1 Retain enough Technicians with the specialization required to provide equipment maintenance services on the equipment represented on the Equipment List.
- 4.2.1.2 Technicians must be able to effectively communicate, in English, both orally and in writing.
- 4.2.1.3 Technicians must be approved by the County designated managers prior to contract award. If the Technicians change, Contractor will notify County and provide a resume for the proposed Technician for approval at least seven (7) Business Days prior to change.
- 4.2.1.4 Conduct background check on each Technician assigned to work under this Contract, as set forth in Contract, paragraph 7.5 (Background & Security Investigations).
- 4.2.1.5 Furnish Technicians with diagnostic equipment, tool kits to repair or replace components and/or parts, and service manuals to perform the needed services for all Equipment. Check equipment daily for safety.

4.2.2 Additional Support Resources

4.2.2.1 Technical Solution Specialist

Provides remote incident support & handles SRs from open to close.

4.2.2.2 Account Support Manager

Provides development and documentation of support plan including Contractor deliverables. Support planning and review includes product-based proactive firmware and software version analysis, proactive scans, and incident reporting.

4.2.2.3 Customer Engineer (CE)

Provide on-site Hardware repair when required.

4.2.2.4 Critical Event Manager

Internally monitor and coordinate the end-to-end processes by managing the incident process, escalation process, and organizing additional resources as required and provides regular updates.

4.2.3 Safety

- 4.2.3.1 Use materials and equipment that are safe for the environment and safe for use by Technicians, according to the latest requirements of Federal, State, County and City regulations.
- 4.2.3.2 Contractor personnel are required to wear safety and protective gear according to California Occupational Safety & Health Administration (Cal/OSHA) and Federal Occupational Safety & Health Administration (OSHA) standards.

4.2.4 Training

- 4.2.4.1 Provide training programs for all new Contractor personnel and continue in-service training for all Contractor personnel, including but not limited to:
 - Equipment maintenance services
 - Safe handling of Contractor equipment
 - OEM specialization training including training to maintain current with all updates required to service the Equipment represented in the Equipment List
- 4.2.4.2 Attend County training programs, if required by County (County will not reimburse for costs associated with attending training programs [e.g. travel, parking, and meeting hours]).

4.2.5 Work Area

- 4.2.5.1 Ensure that the work area is kept clean and free of debris, as necessary, to maintain a safe working environment.
- 4.2.5.2 Perform repairs with as little disruption to the County's operations as possible.
- 4.2.5.3 Return all County property to its original position prior to leaving premises at the end of each working day, unless repairs or work area does not permit it.
- 4.2.5.4 Remove all tools, equipment and other work materials belonging to the Contractor from the premises at the end of each working day (County is not responsible for storage, damage, or loss of any Contractor property).

4.2.6 Warranty

Contractor warrants that:

- 4.2.6.1 Contractor's services strictly comply with the specifications, requirements, standards, and representations set forth in this Contract.
- 4.2.6.2 Contractor will maintain Equipment free from defects in workmanship and materials so that all Equipment will conform to the performance capabilities, characteristics, specifications, functions, and standards applicable thereto as

published by the OEM thereof.

- 4.2.6.3 Contractor agrees to make reasonable efforts to maintain Equipment to conform to its original operating condition.
- 4.2.6.4 Contractor warrants that all tasks, deliverables, services, and other work performed under this Contract will be performed in a timely and workmanlike manner using only qualified Technicians familiar with the Equipment and its maintenance requirements.
- 4.2.6.5 Contractor warrants that all tasks, deliverables, services, and other work provided will conform to the specifications for and to the standards generally observed in the industry for the same or similar tasks, deliverables, services, and other work.
- 4.2.6.6 All T&M work performed on Equipment by Contractor will be warranted for a minimum of thirty (30) days from the date repair is completed. No additional charges will be paid to Contractor if a warranty call for such Equipment is placed within the thirty (30) day period.
- 4.2.6.7 These warranties will be voided by any of the following, in each case, unless otherwise approved by Contractor:
 - Misuse by County
 - Unauthorized modification by County
 - Operation in other than the specified operating environment
 - Improper maintenance by County
 - Unauthorized removal or alteration of product or parts identification labels
 - Failure caused by a product for which Contractor is not responsible pursuant to the terms of this Contract, as reasonably determined by County.
- 4.2.6.8 Without limiting any Response or Resolution requirements set forth in the SOW, promptly and thoroughly correct any and all defects, errors, and/or omissions in the tasks, deliverables, goods, services, and other services provided. The correction of all such defects, errors, or omissions will be at no cost to County. Nothing herein will limit County's right to damages or other relief recognized in law in regard to such defects, errors, or omissions.
- 4.2.6.9 All work provided by the Contractor will conform to the latest requirements of Federal, State, County and City regulations. Contractor will be responsible for compliance with all applicable laws, codes, rules and regulations in connection with work performed under this Contract.

4.2.7 Equipment Listing and Pricing Schedule

The Equipment List (Attachment 1) includes a complete listing of all Equipment being maintained under Contract. The Pricing Schedule (Exhibit B of the Contracts) includes T&M rate, and additional services with their rates/methodologies/formulas.

Pricing schedules will be evaluated on an overall basis.

4.2.8 Initial Equipment Inspection for System

Contractor will perform an inspection of the all A/V equipment to ensure operability within sixty (60) days of contract start date. Contractor will submit a written report verifying working order of all equipment that comprise A/V System within five (5) days of inspection. This report will include an updated Equipment List for County's review and approval. Contractor must provide a list of any equipment that requires repair and/or replacement, and cost for such repair and/or replacement. Once repaired and/or replaced, the Contractor will be required to maintain the equipment pursuant to 4.2.14 (Ongoing Maintenance Services) of SOW. This requirement applies to all subsequent equipment added during the term of the contract.

4.2.9 Addition/Deletion and Updates

EO, at its sole discretion, may update service levels, add/delete equipment, and add/delete additional services in the Equipment List.

- 4.2.9.1 All changes must be made in accordance with Contract, paragraph 8.1 (Amendments).
- 4.2.9.2 Changes will be made regularly/promptly to reduce T&M usage and to ensure that work performed is included as part of the annual maintenance cost. In the event that an SR is placed for Equipment not covered by Warranty, support services not represented on the Equipment List, the Equipment will be serviced under the support option elected by Authorized Department in writing. EO will be notified to begin the process of adding Equipment to Equipment List.
- 4.2.9.3 The standard effective date for addition of Equipment will be the first day of the month and the effective date for deletion of Equipment is the last day of the month, unless otherwise specified.
- 4.2.9.4 Upon receipt of a fully executed Amendment, update Contractor's database and inventory, within two (2) Business Days, to ensure Authorized Departments' SRs are honored.
- 4.2.9.5 Pricing methodology for Equipment added after the Contract execution:

- Equipment similar to models with like features covered under this Contract, will be priced the same as such Equipment.
- Equipment NOT similar to models with like features covered under this Contract, will be priced based on the same pricing methodology and discount rates utilized at Contract execution, and will in no event exceed the prices offered by Contractor to its current and potential government clients.
- Prices quoted are maximum. Contractor will reevaluate prices on an annual basis and offer lower prices or discounts when feasible. If it is determined that a government agency is obtaining lower prices on the same Equipment, Contractor will immediately extend the lower price to the County.

4.2.10 End of Service Life

Provide written notification to EO of any End of Service Life Equipment at least one (1) year in advance to ensure adequate service coverage.

4.2.11 Equipment under Warranty

Provide written notification to EO at least six (6) months in advance of County Equipment coming off warranty, including the following:

- 4.2.11.1 Equipment Make
- 4.2.11.2 Equipment Model
- 4.2.11.3 Equipment Serial Number
- 4.2.11.4 Equipment Location Address
- 4.2.11.5 County Contact Name
- 4.2.11.6 County Contact Phone Number

4.2.12 General

- 4.2.12.1 When a critical problem is identified during ongoing maintenance, Technician will provide EO with written notification of the issue and recommended solution.
- 4.2.12.2 Contractor will obtain County's approval of its security measures, such as authentication and encryption, which protect against unauthorized access to County's systems. Contractor will use such County-approved stringent security measures, such as authentication and encryption, when communicating with the service module to protect against unauthorized access, at all times during the term of this Contract.
- 4.2.12.3 Remote services, including but not limited to software and firmware repairs and updates, will be provided directly by OEM. Third party services will not be considered.
- 4.2.12.4 If elected Service Level specifies 24/7 Hours of Support, all work will be performed outside of 6:00 AM-6:00 PM Monday-Friday, unless otherwise specified and approved by the Authorized Department.

4.2.13 Materials

- 4.2.13.1 Provide materials (parts, attachments, features, etc.) necessary to maintain Equipment in original operating condition.
- 4.2.13.2 All materials will be OEM or alternates that meet or exceed OEM standards. Contractor will bear financial liability for any damages that result from using materials that do not meet OEM standards, including the expense of repairing or replacing damaged Equipment or property.

4.2.14 (Intentionally Omitted)

4.2.15 Time & Material Services

Contractor will be required to perform T&M services due to factors including, without limitation: emergency; any willful act, accident, negligence, abuse, or misuse of the Equipment; to add, modify, or refurbish existing facilities; electrical power malfunction or extreme heating, cooling or humidity ambient conditions; Equipment not represented on the Equipment List; Equipment excluded from maintenance due to end of life.

4.2.15.1 Process

- Prior to performing T&M services, prepare and submit a written description of the work with an estimate of labor (time) and parts (materials) cost estimate, required to repair or service Equipment to EO. If the work exceeds Contractor's estimate, EO must approve the excess cost. In any case, no T&M work will commence without prior written authorization.
- Work will commence on the established specified date and be completed within the time allotted.
- A completed, signed SR will be attached to each T&M invoice submitted for payment.
- County reserves the right to perform T&M work itself or assign the work to another Contractor. **All T&M services must receive prior approval by County.**

4.2.15.2 Services

T&M services may include, at a minimum:

- Relocate or transport Equipment
- Repair or realign Equipment due to changes to County's network or system configuration
- Services outside of elected Support Option/Service Level

4.2.15.3 Additional Services

Options offered at additional cost:

- Recertification: Inspect Equipment that has lapsed in coverage to determine if equipment is in original operating condition and eligible for coverage. Once Equipment has passed inspection or brought to a supportable state, Equipment may be added at prices set forth in the Equipment List.

- Defective Media Retention (DMR): County retains defective hard disk or eligible SSD/flash drive components that County does not want to relinquish
- Comprehensive DMR: County retains additional components that have been designated by Contractor as having data retentive capabilities (e.g. memory modules, etc.)
- Warranty Uplift: The option to upgrade, uplift or extend the warranty services that comes with the purchase of hardware or software. Such service includes:

Self-repair service which includes remote diagnosis and remote remedy. Replacement parts are shipped and the County will install the necessary parts and returns any unused and defective parts to the Contractor. Parts and shipping to be covered by the Contractor.

- Parts-only provides replacement parts at no charge. With parts-only service, the County can elect to install the replacement parts and return the defective parts to the Contractor or they can elect to have the Contractor perform the installation and parts return for an additional costs. Parts and shipping to be covered by the Contractor.
 - Unit replacement includes remote diagnosis and, if a covered product has a defective part, covers the cost of shipping an entire replacement product to the customer. The County returns the product with the defective part to the Contractor within a specific number of days
 - Pick-up service includes remote diagnosis, pick up of the product for repair, and return of the product to the County. Parts and shipping to be covered by the Contractor.
 - Mail-in service requires that the product be mailed for diagnosis and repair. Carry-in service requires that the product be brought into a predesignated location for diagnosis and repair.
- Provide on-site standby support for Equipment represented on the Equipment List during Board

Meetings.

4.2.16 Service Requests

4.2.16.1 Customer Service Center

- Maintain a toll-free telephone number, e-mail, and SR System for County to place SRs.
- Contractor must respond to the call within two hours or coverage window when software issue is reported for an SR and provide corrective support to resolve problems and assistance in troubleshooting problems and determining configuration parameters.
- Receive and respond to SRs, which may be placed twenty-four (24) hours per day, seven (7) days per week, or as specified by Service Level.
- SRs will be addressed during Business Hours or as specified by Service Level. If Service Level specifies 24/7 Hours of Support, SRs placed by phone will be answered by a live person (not an answering service).

4.2.16.2 Opening Service Requests

SRs will be made in the form of phone call, e-mail, or through Contractor's SR System. Authorized Departments or EO will provide Contractor with information on the Equipment brand and model and description of problem. Contractor will be responsible for adhering to the elected Support Option requirements of the Equipment.

4.2.16.3 Provide Authorized Department, in writing, the expected time frame required to perform services and replace parts (if applicable) for Authorized Department's consideration and approval.

4.2.16.4 Automatic Call Logging: Equipment submits SRs directly to Contractor through Remote Support Technology.

Service Request Ticket

Contractor's Technicians will provide Authorized Department personnel a SR Ticket for each SR before leaving County's premises or within one business day. SR Tickets must include:

4.2.16.5 Date(s) of service

4.2.16.6 Equipment Make

4.2.16.7 Equipment Model

- 4.2.16.8 Equipment Serial number
- 4.2.16.9 Equipment Location Address
- 4.2.16.10 Contract and Annual Billing Numbers
- 4.2.16.11 Full description of work completed including parts replaced
- 4.2.16.12 Authorized Department personnel name (print and signed) and employee identification number

Incomplete Service Requests

Contractor will notify Authorized Department in advance if service will exceed the required Resolution time.

- 4.2.16.13 If a SR is incomplete because parts or components must be ordered, Contractor's Technician will provide a full written description of the items to be ordered and the expected date of his/her return with the required items. If SR is for T&M services, estimated cost of parts will also be included. Authorized Department must approve and sign SR Ticket prior to ordering parts.
- 4.2.16.14 Approval to exceed required Resolution time is at Authorized Department's discretion. Contractor Project Manager will escalate issues through Contractor's chain of command if the Authorized Department experiences service-related problems. If after a reasonable effort, as determined by County, Contractor is unable to adequately repair Equipment, County reserves the right to request repair services from another vendor and Contractor will reimburse County for the cost of repair.

4.2.17 Tracking and Reporting

Maintain a tracking system that includes complete and accurate records, at all times, pertaining to the services performed under this Contract. The records to maintain are as follows:

Service Requests

Complete record of all SRs, including T&M. Records, at a minimum, will include:

- 4.2.17.1 Equipment class
- 4.2.17.2 Equipment make
- 4.2.17.3 Equipment model
- 4.2.17.4 Equipment serial number
- 4.2.17.5 Equipment location address
- 4.2.17.6 Contract number
- 4.2.17.7 Annual billing number
- 4.2.17.8 Contractor SR Ticket number
- 4.2.17.9 County SR Ticket number (if applicable)

- 4.2.17.10 Dates and times for SR action (opened, dispatched, on-site arrival, closed)
- 4.2.17.11 Total time from open to close of SR
- 4.2.17.12 Authorized Department name
- 4.2.17.13 Name of the person who opened the SR
- 4.2.17.14 Employee number
- 4.2.17.15 Full description of problem
- 4.2.17.16 Description of solution, including description of parts (if applicable)
- 4.2.17.17 SR Request Status (open, close)
- 4.2.17.18 T&M Information (if applicable)
 - Hourly labor cost (if applicable)
 - Material cost (if applicable)
 - Subtotal
 - Tax
 - Total

Service History

Complete, documented service history of each piece of Equipment, for all SRs, including T&M. Records, at a minimum, will include:

- 4.2.17.19 Equipment class
- 4.2.17.20 Equipment make
- 4.2.17.21 Equipment model
- 4.2.17.22 Equipment serial number
- 4.2.17.23 Equipment location address
- 4.2.17.24 Contract number
- 4.2.17.25 Annual billing number
- 4.2.17.26 Contractor SR Ticket number
- 4.2.17.27 County SR Ticket number (if applicable)
- 4.2.17.28 Dates and times for SR action (opened, dispatched, on-site arrival, closed)
- 4.2.17.29 Total time from open to close of SR
- 4.2.17.30 Authorized Department name
- 4.2.17.31 Name of person who opened the SR
- 4.2.17.32 Employee number
- 4.2.17.33 Full description of problem
- 4.2.17.34 Description of solution, including description of parts (if applicable)
- 4.2.17.35 T&M Information (if applicable)
 - Hourly labor cost (if applicable)
 - Material cost (if applicable)
 - Invoice number (if applicable)
 - Invoice subtotal (if applicable)
 - Invoice tax (if applicable)
 - Invoice total (if applicable)

Inventory

Maintain inventory list of all the Equipment covered by this Contract. Equipment Inventory records, at a minimum will include:

- 4.2.17.36 Equipment class
- 4.2.17.37 Equipment make
- 4.2.17.38 Equipment model
- 4.2.17.39 Equipment serial number
- 4.2.17.40 Equipment location address
- 4.2.17.41 Contract number
- 4.2.17.42 Annual billing number
- 4.2.17.43 Authorized Department name
- 4.2.17.44 Equipment status (effective date, cancellation date, cancellation reason)
- 4.2.17.45 Annual price

Reports

Provide electronic ad hoc reports of records tracked above in tabular report format, compatible with Microsoft Excel, within one (1) Business Day of County's request.

In addition, provide scheduled reports at the specified intervals and dates below:

Initial Inventory Report (Due within 15 Business Days of Contract execution)

Complete inventory, including all records identified under Inventory.

Inventory Report (Due annually by April 15)

Complete inventory, including all records identified under Inventory.

Service History Report (Due quarterly by October 15, January 15, April 15, and July 15)

Service history for all Equipment, including all records identified under paragraph 4.2.16 (Service Records)

Non-Service Report (Due semi-annually by January 15 and July 15)

All Equipment that has not been serviced in the past six (6) months

Firmware and Software Version Report (Due semi-annually by January 15 and July 15):

Report of recommendations to ensure that firmware and software are at the recommended levels (subject to elected Support Option).

Incident/SR Report (Due quarterly by July 15, October 15, January 15 and April 15)

Report of SRs placed including Equipment, hardware material (part) consumption, estimated time of arrival on site / remote responses, mean time to repair, number of problems not repaired within one business day, equipment failing more than once per month (including number of failures and failure dates), dates closed or open, and resolution taken (subject to elected Support

Option).

Proactive Scan Report (Due semi-annually by January 15 and July 15):

Report of potential system configuration problems detected from data collected by scanning the environment (subject to elected Support Option).

4.2.18 Scheduled Meetings

County and Contractor will mutually agree to meet as-needed throughout the life of the Contract. EO will participate in all scheduled meetings between County and the Contractor. County will not reimburse for costs associated with attending meetings (e.g. travel, parking, and meeting hours).

4.2.19 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during Business Hours. However, these County personnel may not unreasonably interfere with Contractor's performance.

4.2.20 Health Checks

Contractor Managed Services provides scheduled proactive health checks to validate equipment fidelity, identify and/or remediate issues, and document changes. These scheduled services minimize intrusive procedures and unforeseen downtime.

- Inspection and maintenance of the system will be performed by onsite and/or remote access.
- Contractor technicians may also be required to perform on-site inspection and maintenance; to check physical infrastructure, workstation functionality, software versions, and any other non-critical physical maintenance, including tasks identified by weekly remote inspection.
- Contractor technicians work with the County team to develop an inspection checklist prior to start of maintenance services. This checklist will enumerate each system, device, and setting, which will be examined by Contractor technicians during on-site maintenance visits.
- Contractor engineering will provide remediation support based on the results and recommendations of scheduled health checks. This will provide for all system updates (applies to equipment under manufacturer support), cabling, manufacturer recommendations, and / or changes requested by the County.

4.2.21 Health Check Intervals

- Ad-hoc – Prior to each scheduled meeting and/or event, Control Room check out and validation of systems and operation (may be combined with weekly activities).
- Weekly – Control Room check out and validation of systems and operation.
- Monthly – Validation of all systems and equipment, testing of all systems and failover.
- Quarterly – System review and testing, perform upgrades as needed, device validation and calibration.
- All ad-hoc, weekly, monthly and quarterly health checks will be documented in a standardized County approved format or system, stored and accessible at all times to County staff.

4.3 TASK 3 – BROADCAST SERVICES

Contractor is responsible for producing and distributing live broadcasts of the Board Meetings and other meetings and special events.

4.3.1 Live Broadcasts

Contractor must provide qualified personnel necessary to create live video feed and recording of the meetings. Contractor will provide video feed that is broadcast quality and meets broadcast technical standards, such as Advanced Television Systems Committee (ATSC) standards. Contractor will provide master video copy to broadcast station.

4.3.2 Broadcast Equipment

Contractor will operate, maintain and repair all equipment used for the broadcast and ensure fully operational system is available at all times.

4.3.3 Live Recordings

Contractor will record live meetings to various recording devices such as video servers, video tape, DVD, digital recorders, etc. provided by the County. Contractor will provide duplication of the meetings in various formats, including DVD copies, to be available immediately at the conclusion of each meeting. Contractor must support duplication of content in different formats, including DVD, tape, digital media, and provide cloud storage options for all content accessible by the County 24/7.

a. Delivery of HD broadcast to KLCS:

Contractor will record the BOS broadcast as a digital HD video file and transcode this file into a KLCS specified proprietary video for “playback” by KLCS. This file is delivered to KLCS digitally via a video transfer platform (e.g., We transfer or drop- box).

b. Agenda/Video Chapters:

The process of creating agenda/video chapters is a two-step process:

1. Create “preliminary time stamps” (chapter start marks) during the actual meeting. This creates “sync points” between the video and the BOS Meeting agenda document.
2. The precise start time is reviewed, corrected and perfected during postproduction.

c. Media Archive: Upload SOP documents:

Contractor will provide the EO a listing of all BOS Meeting agenda video links for each BOS broadcast. These video links are “inserted” into the SOP document by the EO office. When completed, Contractor uploads the SOP to the media archive, alongside the Certified Transcript produced by Contractor.

d. BOS Transcripts:

Contractor will create (3) levels of BOS transcripts for each BOS meeting including the preliminary BOS transcript delivered two (2) hours after each meeting, the corrected BOS transcript delivered the next day after the BOS Meeting, and the certified transcript delivered 5-10 days after each BOS Meeting.

e. KLCS broadcast editing:

Contractor will perform all video editing that is required for each BOS broadcast including editing a broadcast video opening and broadcast video close to each BOS Meeting broadcast. Additionally, editing is performed when “extreme language” is used during a BOS Meeting, or, if personal information such as someone’s personal address or phone number is spoken. All editing that may be required is completed prior to transcoding the completed video into the KLCS proprietary video file for KLCS playback.

f. AT&T Listen-In Setup

Contractor will to perform the activation and tracking of AT&T reservation-less bridge (toll free service for callers) as listen-in only telephonic lines in English, Spanish, and other languages as required by the County (live BOS Meeting broadcast).

4.3.4 Reporting

Contractor will provide reports and updates regarding status and function of Broadcast equipment.

4.3.5 Monitoring

Contractor will monitor and ensure live connectivity of Board meeting broadcasts, including distribution to the television operating and data center known as "Hollywood/AT&T Hub" along with any other future County-designated distribution sites, to allow live transmission. If connectivity fails, Contractor will notify appropriate party to troubleshoot problem and re-establish connectivity.

4.3.6 Post-Production

Contractor will provide routine and special post-production services by inserting opening and closing graphics, trimming non-meeting segments of recordings, when necessary or as directed by County.

4.3.7 Technical Consultation

Contractor will provide technical consultation and direction to County about operations and equipment used for production, distribution, and duplication.

4.3.8 Pre-recorded Content

Contractor may be required to edit a Board meeting to include pre-recorded "program opening" and "program closing" onto video.

4.3.9 Language Translation

Contractor will produce and provide simultaneous Spanish language translation, or other languages as required by the County, with a minimum of two (2) certified court interpreters, licensed by Judicial Council of CA. Interpreters must possess photo identification with proof of required license. Contractor will provide interpreters for other meetings and special events, as required.

4.3.10 Closed Captioning

Contractor will provide simultaneous professional real-time closed captions of Board Meetings, using state-certified writers. Contractor will maintain a closed captioning reader board in the Board Hearing room. Closed captioning will be provided for other meetings and special events, as required.

4.3.11 Transcription

Contractor will provide a preliminary transcript based on the closed captioning transcription within one (1) hour of the conclusion of the Board Meeting. Contractor will provide corrected transcripts of Board Meetings and corresponding searchable video segments within 24 hours, to be replaced within 10 working days by a certified transcript. Certified transcripts must be certified in the same manner that a transcript of a court trial is commonly certified. Corrected and certified transcripts must be created by state-licensed certified shorthand reporters. Transcription services will be provided for other meetings and special events, as required.

4.3.12 Graphics

Contractor will prepare, input, and test graphic information before each meeting to ensure proper keying of graphics. Graphics will include description of each Board agenda item to be displayed during discussion of that item. Contractor will superimpose names of speakers when they address the Board. Contractor will display how each Board member votes on non-consent agenda items. Content, fonts, colors, and other aspects must be approved by County. County to provide a professional graphics system to be operated and maintained by Contractor.

4.3.13 Agenda Display

Contractor will provide an on-screen, scrolling display of agenda items, date, names and titles of regular Board Meeting participants, and speakers' names.

4.3.14 Streaming and Archiving

Contractor will provide an Intranet and Internet video streaming solution for live streaming and archiving of Board Meetings. Contractor will maintain archives for the duration of the contract. The streaming and archiving solution must be searchable by words contained in the Board Meeting agenda document or closed captioning text. County will be sole owner of the content and media archives. Archives must be maintained so that County can transfer any or all of the archived media to a new medium or streaming platform. Contractor will coordinate with County IT staff to provide internal video feed that reduces bandwidth demands. Contractor will provide solution that supports at a minimum: unlimited storage; unlimited viewers and distribution; unlimited backups; unlimited systems monitoring; unlimited 24/7 technical support.

4.3.15 Streaming Accessibility

Contractor will provide streams that are accessible via any standard web browser. Streams will support at a minimum: Windows Media Format, H.264, mp4, and mp3 audio, including on-demand streaming to mobile devices. Streams will allow for live rewind/fast forward and the ability to "clip" segments of video to download, embed, or publish to alternate websites. Streams will include the ability to share video to social media platforms.

4.4 TASK 4 – AS-NEEDED SOFTWARE UPGRADES/ADDITIONS

County may from time to time, during the term of this Contract, submit to Contractor for Contractor's review written requests for software upgrades, including customizations and/or additional software, for system upgrades not reflected in the system requirements, including, but not limited to, addition, deletion or modification of application software functions, customizations, changes to current system outputs, new and modified reports, new screens and additional interfaces. In response to County's request, Contractor will submit to County for approval a quote describing the particular software upgrades and a not-to-exceed maximum fixed price to provide such software upgrades.

Contractor will provide County, at a minimum, the tasks and deliverables to be performed, scheduled system tests and warranty provisions, as applicable, Contractor staff resources needed (including hourly rates), and the maximum fixed price for such software upgrades. Any upgrades and/or modifications to system requirements resulting from software upgrades will be incorporated into, and become part of, the system requirements. All software upgrades, once completed, will become part of the system and will not increase the maintenance fees allocated for the term of the Contract.

Contractor will provide a flat rate for services for software additions that will be scoped by request.

- Requests will be estimated for approval
- Work will be priced and approved by the County contract project manager in writing prior to implementation.
- Implementation of additional software will include:
 - Specification
 - Coding
 - Testing
 - Deployment
 - Validation

4.5 TASK 5 – MEDIA WALL SUPPORT AND MAINTENANCE

Planar Video Wall Maintenance Program

- Support includes four (4) visits for maintenance, additionally with two (2) service visits as needed to provide maintenance and service for the wall.
- For all Media Wall Support, County will pay the actual price expended

by Contractor for the provision of Media Wall Support work.

- Note: All parts and materials are included in this portion of the support agreement for the media wall.

4.6 TASK 6 – SYSTEM MODERNIZATION

Contractor will also provide recommendations, costs, and pricing to fully modernize the system currently described in Board Workflows (Attachment 2). This modernization will include best-practice recommendations for future-proofing the system. Recommendations can include everything from point upgrades to a full system re-design and replacement. Services under Task 6 (System Modernization) are considered optional work to be approved at the discretion of the County.

Items to be considered include (this is a non-exhaustive list):

- Hardware upgrades to control room equipment, broadcast integration, dais hardware, etc.
- Dedicated streaming platform for integration with multiple social media sites such as YouTube, Twitter, Zoom, WebEx, etc.
- Speaker arrays in the Board Meeting Room
- Acoustical treatments in the Board Meeting Room
- Migration planning to take advantage of Board Meeting recesses in order to minimize impact to scheduled Board Meetings
- Recommendations for operational improvements as the Board moves to both hybrid and in-person meetings
- Improvements for software such as the Single Pane used on the All-In-One PCs
- Improvements for remote site participation (e.g., Lancaster Library)
- Improvements for additional downstream participation, such as integrating remote ad-hoc participants who are using common video conferencing products
- Improved Disaster Recovery (DR) and/or Business Continuity Plans (BCP) that eliminate or mitigate existing single points of failure and provide for options to conduct Board Meetings outside of the current space
- Based on experience with other entities, provide recommendations to future-proof the system to be flexible enough to adapt to anticipated changes in broadcasts
- Recommendations for improving audience engagement and participation

4.7 PLANNING

The Board of Supervisors meets every week, with several breaks during the year. Planning for modernization will account for meeting schedules and the requirement for meetings to continue. If there is significant time to accomplish modernization tasks, Contractor will propose plans such as alternate meeting

locations or hybrid meetings in order to maintain meeting schedules.

Due to logistics and supply chain issues, equipment deliveries may also be delayed. As a result, Contractor will account for expected or known delays and develop contingency plans for any unexpected delays in deliveries.

4.8 INSTALLATION AND REMOVAL

Contractor will be responsible for removal of equipment to be replaced and for installation of any new equipment as part of the modernization.

4.9 DESIGN AND CONFIGURATION

Contractor will be responsible for design of the modernized system to ensure that it meets County requirements. Contractor will also perform initial configuration of the modernized system and components to fully function as specified by County.

4.10 TEST AND ACCEPTANCE

Contractor will provide a documented test and acceptance procedure and/or checklist to ensure that the modernized system and components function as specified by County.

4.11 TRAINING

Contractor will provide training, consisting of On-the-Job-Training (OJT) and/or separate training sessions on the modernized system, to County staff in all operational aspects. This training does not absolve the Contractor from being responsible for daily operation of the system.

4.12 OPTIMIZATION

For the duration of the contract, Contractor will perform system optimizations based on observations and updated best practices.

5.0 INVOICING AND PAYMENTS

Contractor's invoices for Maintenance Services will be priced in accordance with the Pricing Schedule (Exhibit B of the Contract). Payments to Contractor will be as provided in the Sheet and Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment will be due to the Contractor for that work.

5.1 Preparation of Invoices

Prepare invoices as follows unless an alternate form or format has been authorized and/or required in writing by EO. Each invoice will, at a minimum, include:

- 5.1.1.1 Equipment class
- 5.1.1.2 Equipment make
- 5.1.1.3 Equipment model
- 5.1.1.4 Equipment serial number
- 5.1.1.5 Equipment location address
- 5.1.1.6 Contract number
- 5.1.1.7 Authorized Department name
- 5.1.1.8 Annual billing number
- 5.1.1.9 Billing period
- 5.1.1.10 Total billing period charges for each Equipment
- 5.1.1.11 Total charges
 - Include all factors used to derive the charges, such as units, extended prices, flat charges, etc.
 - Sales tax is not to be charged for services or for materials that are included in ongoing maintenance rate(s).

5.1.2 Additional Requirements for T&M Services

T&M services are invoiced based on the hours of labor and items required to maintain Equipment.

- Date and description of billable services, and/or materials provided.
- Only hours worked can be invoiced (e.g. parking and travel time will not be paid).
- Hourly labor rate begins upon Contractor's arrival at County facility and work has commenced (or if services are performed remotely, upon log-in to system) and ends upon Resolution.
- Services are invoiced at a one hour minimum with subsequent increments rounded up to thirty (30) minutes. Thirty (30) minutes will be charged at half of the hourly rate.
- Hourly labor rates are not taxable.
- Itemize all approved materials supplied for T&M (material cost will not exceed 10% markup of Contractor's acquisition cost). Material is taxable. The tax rate is based upon the city in which the services were performed. County will pay sales tax on approved parts supplied for T&M work.
- Subject to appropriate confidentiality restrictions, County may audit Contractor's acquisition costs.
- A completed, signed SR Ticket must be attached to each

- T&M invoice submitted for payment.
- Name of the individual who approved the work for the County

5.2 Invoice Submission

- 5.2.1** Unless otherwise noted on the Equipment List, any and all of Contractor's invoices under this Contract must be received by the County at the following address, within fifteen (15) calendar days after the end of the applicable billing period:

County of Los Angeles
Executive Office of the Board of Supervisors
Attn: John-Pierre Abilla, JPAbilla@bos.lacounty.gov

- 5.2.2** All invoices submitted by the Contractor for payment must be correct, properly formatted, and delivered to the proper address, in accordance with the instructions above. Invoices submitted incorrectly will be rejected and returned.

5.3 County Approval of Invoices

- 5.3.1** County will issue payment no later than sixty (60) days after receipt of correct invoices.
- 5.3.2** Subject to the above, approval for payment will be issued promptly for accepted work, and, in the absence of irregularities, payment should be made no later than sixty (60) calendar days following County's receipt of a properly prepared, correct invoice. County will not be liable or responsible for incorrect invoice submissions.
- 5.3.3** In no event will the County be liable or responsible for any payment prior to such written approval.
- 5.3.4** Contractor will not withhold services if payment is held or reduced.

6.0 REMEDIES

CONTRACT DISCREPANCY REPORT (CDR)

Verbal notification of a Contract discrepancy will be made to County PD as soon as possible whenever a Contract discrepancy is identified. The problem will be resolved within a time period mutually agreed upon by County and Contractor.

County PD will determine whether a formal CDR, in the form attached hereto as Attachment 4, (Contract Discrepancy Report), will be issued. Upon receipt of this document, Contractor is required to respond in writing to County PD within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all discrepancies identified in the CDR will be submitted to County Project Director(s) within five (5) business days.

Contractor is responsible for the resolution of all discrepancies as listed in the CDR. Contractor will respond to the CDR with its action plan. Contractor will consult County to

update the CDR as it remedies the discrepancy and/or modify the CDR accordingly. Contractor will comply with the CDR to resolve the discrepancy.

6.1 Remedies: Error Resolution

A. Identification of Errors

Within one (1) business day of an Error submission, a support and maintenance services staff team member will be assigned to respond via a telephone call to the submitting party to discuss and mutually establish the Error Severity Level and its resolution priority.

Errors, as detailed in Table 1.0 (Error Severity Level Definitions) below, may be identified either as a result of Contractor use of its own tools or as discovered by County or Contractor. If a Severity Level 1 or 2 Error is initially identified by Contractor, Contractor will notify the County within the timeframe identified in the table below. Upon discovery of an Error by County, County will report the Error to Contractor's support and maintenance Services Staff via telephone with a follow-up electronic submittal clearly describing the Error for resolution in accordance with the Contract.

The Severity Level of an Error will be assigned by County as specified in Table 1.0 below (Error Severity Level Definitions). Based on Contractor's proposed solution to correct the Error and/or workaround(s) for the Error, County may, in its sole discretion, escalate or downgrade the Error Severity Level.

B. Error Severity Level Definitions

County will assign one of the Severity Levels described below to each Error. Contractor will resolve such Errors within the timeframes as follows:

Table 1.0 Error Severity Level Definitions	
Severity Level and Description	Resolution Time Requirement (subject to escalation by County)
SEVERITY LEVEL 1: CRITICAL 1. Widespread System unavailability: or Error disrupts functionality to the extent System cannot be used. 2. Any Security Breach that compromises the integrity of the system and/or the data contained therein.	Two (2) hours, beginning when County reports the Error to Contractor or upon Discovery of Error by Contractor, whichever occurs first.

SEVERITY LEVEL 2: SEVERE A problem that severely degrades the performance of System or materially restricts business; or restricts the use of one or more features of System to perform necessary business functions but does not completely restrict usage of System; or ability to use System, but an important function is not available, and operations are severely impacted.	Four (4) hours, beginning when County reports Error to Contractor or upon discovery of Error by Contractor, whichever occurs first.
SEVERITY LEVEL 3: MINOR A problem that causes only a minor impact on the use of System (e.g., report generation issues, issues with any non-Production Environment), but the problem can be easily circumvented; or the problem can cause some functional restrictions but does not have a critical or severe impact on operations.	One (1) calendar day, beginning when County reports Error to Contractor or upon discovery of Error by Contractor, whichever occurs first.
SEVERITY LEVEL 4: COSMETIC Cosmetic defects that do not affect the functionality but affect the general look and feel of System.	(a) the next Version Release or (b) the next Scheduled Downtime, or (c) as mutually agreed, whichever occurs first.

C. Resolution of Errors

Contractor will either resolve or escalate an Error reported by County in accordance with the time frames set forth above. The time for resolving each Error will start tolling when County notifies Contractor of such Error by telephone or otherwise, or upon discovery of Error by Contractor, whichever occurs first, and will end when Contractor submits resolution of such Error to County for approval thereof, provided such resolution is thereafter so approved by County without prior rejection by County or significant delay in County's approval thereof.

Contractor acknowledges that, as part of corrective measures to resolve an Error, Contractor may be required to repair, replace or reinstall all or any part of system, or update system, to remedy such Error.

Contractor will assign a Support and Maintenance Services Staff team member to diagnose and determine the course of action to resolve Errors. Contractor will maintain ongoing communication with County regarding the status of correction of all Errors reported or discovered. In addition, County may contact Contractor personnel to inquire about the resolution status of any Error. For each day that an Error is not resolved past the Error Resolution Time Requirements, County may assess a One Thousand Dollar (\$1,000) credit per day until the Error is successfully resolved.

D. Escalation

County or Contractor may escalate an Error's Severity Level as necessary for resolution. Contractor will assist County with all aspects of Support and Maintenance Services and Error resolution and escalation as required by County. County may engage the support of Contractor at any time and for any aspects of System. If any Error is not resolved within the applicable resolution time set forth above, in addition to other remedies available to County set forth in the Contract, County will have the right to escalate the Error to the next Error Severity Level.

E. Error Severity Level 3

The assigned Support and Maintenance Services Staff team member will provide a recommended solution, via email or telephone call, for Severity Level 3 Errors within one (1) calendar day of Error submission, unless an extension of time is mutually agreed to by County and Contractor in writing.

The assigned Support and Maintenance Services Staff team member will update the submitting party on the status of the Error, via a telephone call, each business day until resolution and implementation of the recommendation is completed.

F. Error Severity Level 4

The assigned Support and Maintenance Services Staff team member will provide a recommended solution, via email or telephone call, for Severity Level 4 Errors, via earlier of (a) the next Version Release or (b) the next Scheduled Downtime, or (c) as mutually agreed.

6.2 Support Options/Service Level Requirements

Level	Hours of Support	Response	Resolution
1	24x7	Critical Within 15 minutes*	2 hours*
2	24x7	Critical Within 1 hour*	4 hours*
3	24x7	Within 4 hours*	1 Calendar Day*

4	8x5	Within 6 hours*	(a) the next Version Release, (b) the next Scheduled Downtime, or (c) as mutually agreed, whichever occurs first.
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* Beginning when County requests service from or reports Error to Contractor, or upon discovery of Error by Contractor, whichever occurs first.

7.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

County will monitor required services as set forth in Attachment 5 (Performance Requirements Summary/PRS). The services set forth in the PRS are intended to be completely consistent with the Contract, and are not meant, in any case, to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract. In any case of apparent inconsistency between services as stated in the Contract and the PRS, the meaning apparent in the Contract will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract, that apparent service will be null and void, and place no requirement on Contractor.

When Contractor's performance does not conform to the requirements of this Contract, County will have the option to apply the following non-performance remedies:

- 7.1 EO will immediately give verbal notice and written confirmation of a Contract discrepancy to the Contractor's PM or designee whenever a Contract discrepancy is identified. Contractor will resolve the problem within five (5) business days after notification, or a time period mutually agreed upon by County and Contractor.
- 7.2 EO will determine whether a formal Contract discrepancy report (CDR) will be issued. This includes discrepancies not resolved through verbal notices or discrepancies that warrant the bypass of a verbal notice. Upon receipt of a CDR, Contractor must respond in writing to EO within ten (10) days of CDR notice, acknowledging the identified discrepancies or presenting contrary evidence. Contractor will submit a corrective action plan for all deficiencies identified in the CDR to EO within fifteen (15) days of CDR notice. The corrective action plan, subject to approval by County, must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 7.3 Reduce, suspend or cancel this Contract for systematic problems, deliberate misrepresentations or unacceptable levels of performance.
- 7.4 Failure of Contractor to comply with or satisfy the request(s) for improvement of performance, or to perform the neglected work specified within ten (10) business days, will constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, will be credited to County on Contractor's future invoice(s).
- 7.5 This paragraph does not preclude County's right to terminate the Contract, in accordance with the Contract, paragraph 8.42 (Termination for Convenience) and paragraph 8.43 (Termination for Default).

8.0 SUBCONTRACTORS

The requirements of this Contract may not be performed by any vendor other than Contractor **without the advance 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 Contract.

- **Subcontracting Process**

If the Contractor desires to subcontract (including assigning work to authorized partners), Contractor must submit the following documentation to County's Contract Manager for consideration:

- **Subcontractor Approval Request**
 - Contractor will request a "Subcontractor Approval Request" form from County's Contract Manager
 - Contractor will complete the form and have it signed by Contractor's Authorized Official
 - A separate form will be completed for each subcontractor
- **Subcontract Agreement**
 - Contractor will provide County's Contract Manager with a draft of the proposed subcontract between Contractor and subcontractor for approval, incorporating all Required Forms (Exhibits), as specified by County during the approval process.
 - Contractor will submit a completed and signed approved subcontract, including the description of work to be performed by the subcontractor.
- **Evidence of Insurance**
 - Subcontractor's current insurance that meets contract requirements.
 - An original additional insured endorsement that meets contract requirements.
 - Contractor will obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor.

Before any subcontractor may perform any work, Contractor will ensure delivery of up-to-date documents to County's Contract Manager.

- Other pertinent information and/or certifications requested by the County

Submission of the documents does not guarantee approval. County's Contract Director 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 will forward a fully executed subcontract to the County for their files.

Contractor's Responsibilities

Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

- The submission of a subcontractor approval request does not relieve Contractor of any obligations stated in its agreement with the County of Los Angeles.
- Contractor will indemnify, defend, 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 the Contractor employees.
- County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
- Contractor will 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.

9.0 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

- **Quality Assurance**

County will monitor Contractor's performance under the Contract using the quality assurance procedures as defined in the Contract, paragraph 8.15 (County's Quality Assurance Plan).

- **Quality Control**

Contractor will maintain a comprehensive Quality Control Plan (QCP) to assure County a consistently high level of service throughout the term of the Contract. Contractor's QCP and any changes to the QCP must receive County's written approval in advance. The QCP will include, but may not be limited to, the following:

- Method in which Contractor intends to provide services of the Contract.
- The SR Response and Resolution process from open till closed, including the escalation process that takes place when an issue cannot be resolved without involving higher level Contractor personnel. Include the names and contact information of those involved in the escalation process and the time frames or schedules of when they would be contacted.
- Method of monitoring to ensure that Contract requirements are being met, including, but not limited to response times, repeat repairs, SR tracking, Equipment down-time, maintenance schedule, and how often reports identifying these issues are reviewed and by whom.

- Mechanism used to maintain and monitor all service records including but not limited to the specific software or tracking system used and how often reports are reviewed and by whom. Service records will, at a minimum, include the items identified in paragraph 4.2.16 (Service History).
- Technician training schedule, including but not limited to the date of training and the areas or Equipment types they are trained in.
- Mechanism Contractor uses to maintain records of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. All information will be provided to County upon request.
- Explanation of the process used from the time a formal complaint or Contract Discrepancy Report (CDR) has been received until such time a complaint or CDR has been resolved and completed.

10.0 CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it will be incumbent upon the Contractor to continue services, if requested by County, until new services can be completely operational. The Contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the County to ensure a smooth and timely transition to the replacement contractor. Such transitional period will not extend more than 120 days beyond the expiration date of the contract, or any extension thereof. The Contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the County.

SOW Attachments

- Attachment 1: Equipment List**
- Attachment 2: Board Workflows**
- Attachment 3: Change Order Service Request/Acceptance Form**
- Attachment 4: Contract Discrepancy Report (CDR)**
- Attachment 5: Performance Requirements Summary (PRS)**

Equipment List

APPENDIX B - REQUIRED FORMS
EXHIBIT 10 - PRICING SCHEDULE
(SOW ATTACHMENT 1 - EQUIPMENT LIST)

Equipment/Product Description		Model Number	QTY.	Task 2: Equipment maintenance, software, repair and replacement costs are the responsibility of the County and all applicable costs and labor will be billed at the Time and Materials (T&M) rate upon request.															
				Total Annual Cost (Year 1):	Total Annual Cost (Year 2):	Total Annual Cost (Year 3):	Total Annual Cost (Year 4):	Total Annual Cost (Year 5):	Total Annual Cost (Year 6):	Total Annual Cost (Year 7):	Total Annual Cost (Year 8):	Total Annual Cost (Year 9):	Total Annual Cost (Year 10):						
UPS ROOM																			
Cisco Switch		CG300L-24P-4X	1																
Creston 8-card interface		Creston DMF-CI-8	1																
Digital virtual switcher		Creston DM-NVX-D60 x1	1																
Video controller		Planar VCS	1																
UPS		RPS-4	1																
UPS		APC Rack PDU	1																
UPS		RPS-Main	1																
UPS		APC Rack PDU	1																
UPS		APC smart UPS RT 5000	1																
UPS		APC Battery Pack	1																
UPS		APC Smart UPS RT 5000	1																
UPS		APC Battery Pack	1																
UPS		RPS-3	1																
UPS		APC Rack PDU	1																
UPS		RPS-2	1																
UPS		APC Rack PDU	1																
UPS		APC smart UPS RT 5000	1																
UPS		APC Battery Pack	1																
UPS		APC smart UPS RT 5000	1																
UPS		APC Battery Pack	1																
UPS		SCV-BAT-LB	1																
UPS		SCV-BAT-LB	1																
UPS		SCV-BAT-LB	1																
UPS		SCV-BAT-LB	1																
UPS		SCV-11021T	1																
UPS		SCV-11021T	1																
UPS		SCV-11021T	1																
PALS VIDEO WALL																			
GenSPEED 6000 CMP Blue - for HDBase-T and Control (1000 FT)			1																
Corrugated loom Tubing (1 lot)			1																
48 Port Patch Panel - Modular			1																
R45 Category 6 Mini-Com Jack - Blue			1																
Vertical Cable Manager - 6"			3																
Door for 8" Vertical Cable Manager - 6"			3																
Horizontal Cable Manager - 2RU			2																
Rack Filler Panel - 1RU			1																
24 Port Patch Panel - Modular			1																
48 Port Category 5e Punchedown Patch Panel			1																
Wall Mount Bracket for 48 Port Patch Panel (in MPDE)			1																
5 foot - Blue			10																
7 foot - Blue			20																
10 foot - Blue			20																
10 foot - Off White			1																
Equipment Racks			1																
19" wide 4 Post Rack, 45 RU Round Hole (Black)			2																
25U 4 Post Server Open Frame Rack			1																
25U 4 Post Server Open Frame Rack NUTS			1																
25U 4 Post Server Open Frame Rack Screws			1																
3" spacer			4																
Cable Tray (feet)			50																
APC Smart-UPS 5000VA 208V Rackmount/Tower			2																
APC Smart-UPS 5000 Battery Back-up			2																

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APC Basic Rack-Mount PDU - Power Distribution Strip - AC 208V - 30 AMP	AP7584	2																	
Catalyst 3850 48 Port POE IP Base	WS-C3850-48L-U-S	1																	
SMARTNET 8XSXNBD Cisco Catalyst 3850	CON-SNT-WS3548US	1																	
North America AC Type A Power Cable	CAB-TA-NA	1																	
1100W AC Config 1 Secondary Power Supply	PWR-CL-1100W/AC/2	1																	
Catalyst 3850 2x10GE Network Module	C3850-NM-2-10G	1																	
CA13850 Universal K9 Image	53850UK9-335E	1																	
Direct light DLX-1.8 1.8MM LED Videowall System (12W X 12h) Easy Align Mounting, Direct light control software, Video and power interconnect cables Native UHD 4K 3840 X 2160 Pixel Resolution for full 12X12 Wall	998-0702	144																	
Cable Assy, PWR, DC, 48V (200FT)	175-1124	28																	
Cable ctrl interconnect RJ25 1.2M	903-1494	144																	
Visual Control Station VCS 12X12	998-0381 Included in Row 69 above	1																	
Cable PWR C19 US 15FT ps module	903-0639	15																	
Assy MFG DL Box HD Base-T	750-2238	4																	
VC 4HDMI DP Loop	750-2190	7																	
Sheet Metal Mount Ink Bracket	750-2172 Included in Row 69 above	1																	
Sheet Metal Mount Ink Bracket	572-4431 Included in Row 69 above	120																	
Easy Align Mount Assembly 2X2 2wide by 2 tall includes power distribution	572-4722 Included in Row 69 above	120																	
HDMI Cable 3FT	998-0637 Included in Row 69 above	36																	
HDMI Cable (3M)	903-1511 Included in Row 69 above	140																	
Corner Trim for DL2 Series Cabinet HORIZ Trim for DL2 Cabinet	903-1399 Included in Row 69 above	4																	
Horizontal Trim for DL2 Cabinet	572-4572 Included in Row 69 above	4																	
Vertical Trim for DL2 Cabinet	572-4932 Included in Row 69 above	12																	
Horizontal Trim Bracket for DL2 Cabinet	572-4934 Included in Row 69 above	49																	
Vertical Trim Bracket for DL2 Cabinet	572-4935 Included in Row 69 above	26																	
DLX 1.8 LED Tile- Spares	998-0704	29																	
VCS Video Wall Processor with 8 DP IN and 8 DP OUT	998-0702	7																	
DTP HDMI 4K 330 RX Receiver/RX Receiver Box	VC56-ENT 8in 8 out	1																	
UH8651-1WX, 86" UHD 4K Native Commercial Grade Flat Panel Display, 24X7, Mediatek	60-1331-12	2																	
Processing, Speakers, OPS Slot, RS232 Control Port with IR Remote	997-8520	4																	
Heavy Duty XL Dual Articulating Arm Flat Panel Display Wall Mount	997-7969	4																	
HD Base-T HDMI Extender set with TX Transmitter (into VCS at rack) RX Receiver at Display	997-7969	4																	
MISC Cables, Connectors, screws and install materials (1 LOT)		1																	
NEW CONTROL ROOM																			
Blackmagic	BMD-CONVTRM/AB/HSDI	1																	
Soundcraft	V18000	1																	
Marantz	PMD-526C	1																	
Marantz	PMD-300CP	1																	
Deron	DN-500BDMKII	1																	
Rolls	HR73	1																	
Rolland	Rolland AR-100	1																	
Samsung 65" 4K Commercial Grade LED Display	QESOR	1																	
Samsung 65" 4K Commercial Grade LED Display	QESOR	1																	
Samsung 65" 4K Commercial Grade LED Display	QESOR	1																	
Creston Panel	Touchscreen Control panel	1																	
KVM	Rantian DKX3-416	1																	
Creston Processor	Creston PRO4-01	1																	

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Creston Director	Creston DM-XD-Dir-ENT	1																		
Creston Processor	Creston CP4N	1																		
Creston Processor	Creston CP4N	1																		
Creston Processor	Creston CP4N	1																		
(Rear Mounted)	Cisco webex hdmi coverter	1																		
Cisco Webex Codec	cisco Room Kit Pro	1																		
VGA to HDMI scaler	x4	1																		
Lifesize video unit	Icon 600	1																		
(Rear Mounted)	Creston DM-NVX-393	1																		
Lifesize video unit	Lifesize Collaboration Unit	1																		
(Rear Mounted)	Creston DM-NVX-393	1																		
HDMI Encoder	BrightEye	1																		
HD video Encoder	x4	1																		
Creston Vido Processor	Creston HD-WP-4K-401G	1																		
APC UPS	APC UPS SRT 3000	1																		
(Rear Mounted)	APC UPS SRT 3000	1																		
(Rear Mounted)	Fiber Cable System Tray	1																		
(Rear Mounted)	Fiber Cable Organizer	1																		
(Rear Mounted)	Cisco SF100D-16	1																		
(Rear Mounted)	C9300L-48P-4X	1																		
Signal Processor	Creston DM-DGE-200-C	1																		
HDMI to USB Converter	For-A-FA-9600	1																		
Zoom PC	Extron Media Port 200	1																		
Content	PC	1																		
Timer	PC	1																		
Creston Chassis	DMF-CL-8	1																		
Creston Chassis	DMF-CL-8	1																		
HDMI to SDI converter	x3 (NTT1, NTT2, NTT3)	1																		
HDMI to SDI converter	x1 (NTT4)	1																		
SDI Router	Ross Video Utrix -FR2	1																		
SDI to HDMI converter	3x (NVX1, NVX2, NVX3)	1																		
SDI to HDMI converter	2x (NVX4, ZOOM)	1																		
OpenGear Frame	OGX-R-CNP	1																		
APC UPS	APC UPS SRT 3000	1																		
BIAMP	Tertra Server-O	1																		
Patchbay	Bitree B96DC-FamI/E3	1																		
Patchbay	Bitree B96DC-FamI/E3	1																		
(Rear Mounted)	HD Video Encoder x1	1																		
(Rear Mounted)	Soundcraft 32 R	1																		
Amplifier	QSC DPA-4K4Q	1																		
Amplifier	QSC DPA-4K4Q	1																		
Amplifier	QSC DPA-4K4Q	1																		
Amplifier	QSC DPA-4K4Q	1																		
COUNTY TV CHANNEL ON-AIR AUTOMATED PLAYBACK SYSTEM																				
Tightrope Cablecast Flex HD Flex Server		1																		
Tightrope Carousel Digital Message Player		1																		
Tightrope Live Media Streaming Server		1																		
12 x 12 HD Video Routing Switcher		1																		
On-Air Channel Automatic Failover/Bypass Switch Detection System		1																		
1CD Rackmount Monitor KVM Port Drawer		1																		

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			Cost (Year 1):	Cost (Year 2):	Cost (Year 3):	Cost (Year 4):	Cost (Year 5):	Cost (Year 6):	Cost (Year 7):	Cost (Year 8):	Cost (Year 9):	Cost (Year 10):	
Camera Mounting Bracket	Telermetrics- PT-HP S4	1											
Camera	Hiiachi- DK-H100	1											
Camera Mounting Bracket	Telermetrics- PT-HP S4	1											

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EXHIBIT 10 - PRICING SCHEDULE
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			Cost (Year 1):	Cost (Year 2):	Cost (Year 3):	Cost (Year 4):	Cost (Year 5):	Cost (Year 6):	Cost (Year 7):	Cost (Year 8):	Cost (Year 9):	Cost (Year 10):
Camera	Hitachi- DK-H100	1										
Camera Lens	Fujinon- ZA22x7.68BMD	1										
Camera Lens	Fujinon- HA418x7.68BMD	1										
Camera Mounting Bracket	Telemetrix- PT-HP-S4	1										
Camera	Hitachi- DK-H100	1										
Camera Lens	Fujinon- HA25X11.58ERD	1										
Camera Mounting Bracket	Telemetrix- PT-HP-S4	1										
Camera	Hitachi- DK-H100	1										
Camera Lens	Fujinon- ZA22x7.68BMD	1										
Camera Mounting Bracket	Hitachi- DK-H100	1										
Camera	Telemetrix- PT-HP-S4	1										
Camera Lens	Fujinon- ZA22x7.68BMD	1										
Camera Mounting Bracket	Telemetrix- PT-HP-S4	1										
Camera	Hitachi- DK-H100	1										
Camera Lens	Fujinon- HA25X11.58ERD	1										
Multi-format HD 2/3" Camera with Genlock, Tally, Lits/Zoom/Focus Control	DK-H100	1										
Standard Operation Control Panel for CU	RU-1000VR	1										
Camera Lenses for moderately wide angles or equivalent Camera Format 2/3", Focal length 7.6 - 137 mm, Zoom Range 18 x, Maximum Relative Aperture 1 : 1.8 (7.6 - 105 mm) 1 : 2.4 (137 mm), M.O.D. from the image Plane 0.84 m, M.O.D. from the Front of Lens 0.6 m, Object dimensions at M.O.D.	HA418x7.68BMD	1										
16 : 9 Aspect ratio 7.6 mm 696 x 392 mm 137 mm 41 x 23 mm		1										
Angular field of view 16 : 9 Aspect ratio 7.6 mm 64°30' x 39°03', 137 mm 4°01' x 2°15', Macro Available, Filter thread M82 x 0.75, Diameter x Length 85 x 204 mm, Weight 1.55 kg, Features HD compatible inner focus		1										
Lens for Hitachi DK-H100	HA25X11.58ERD	1										
Lens for Hitachi DK-H100	HA25X16.58ERD	1										
Camera Lenses w/telephoto extenders for long lens req. (or equivalent)Focal Length 1 x		1										
7.6 - 167 mm, 2 x 15.2 - 394 mm, Zoom Range 22 x, Extender 2 x		1										
Maximum Relative Aperture 1 : 1.8 (7.6 - 120 mm) 1 : 2.5 (167 mm)		1										
Maximum Photometric Aperture F-No. 1 : 1.9 (7.6 - 120 mm) 1 : 2.6 (167 mm)		1										
M.O.D. from the Image Plane 1.07 m, M.O.D. from the Front of Lens 0.8 m		1										
Object dimensions at M.O.D., 16 : 9 Aspect ratio 1 x 7.6 mm 915 x 514 mm	ZA22x7.68BMD	1										
167 mm 43 x 24 mm, 2 x 15.2 mm 473 x 266 mm, 334 mm 22 x 12 mm		1										
Angular field of view, 16:9 Aspect ratio 1 x 7.6 mm 64°30' x 39°03'		1										
167 mm 3°17' x 1°51', 2 x 15.2 mm 35°01' x 20°07', 334 mm 1°39' x 0°55'		1										
Macro Available, Filter thread M95 x 1 / M107 x 1 *		1										
Diameter x Length 100 x 222.6 mm, Weight 1.82 kg, Features inner focus, Quick zoom		1										

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VIDEO Camera Robotics and Control System																			
D3A DESKTOP SER CONTROL PAN			CP-D-3A	1															
D3A RIS CONTROL OPTION			CPO-D3A-IC	1															
D3A MASTER BLACK CTL OPTION			CPO-D3A-MBC	1															
D3A KEYPAD BUTTON OPTION			CPO-D3A-K	1															
CABLE - SERIAL CONTROL 10'			CA-RS-10	1															
CABLE - CP TO D54 10'			CA-CP-D5-10	1															
CABLE AB SW TO D54 10'			CA-AB DS-10	1															
SWITCHER (9D)			SW1030A-FFF	1															
CABLE- AB SW TO RKT/PRT 422 10'			CA-AB-RP4-10	1															
CPS LEGISLATIVE CONTROL SYSTEM			CPS-IG-5	1															
DS DEVICE SERVER-ETHERNET			DS-4	1															
HP SERVO PAN/TILT HEAD			PT-HP-S4	1															
HP SERVO CAMERA POWER OPT			PTO-HP-S4-PWR	1															
HP SERVO CAMERA CONTROLS OPT			PTO-HP-S4-CAM	1															
PT-HP-S4 ETHERNET OPT			PTO-HP-S4-ETH	1															
CABLE- S2 PWR 23000W 24"			CA-S2-PD-23000-024	1															
BKT CAM MTG BRACKET HVC10			BKT-HVC10	1															
PS RACK 48V POWER SUPPLY			PS-RM-48	1															
PS RACK 48V DUAL PS OPTION			PSO-RM-48-2	1															
PS POWER ADAPTER 48V			PS-PA-48V	1															
CABLE 48V PS 7XLR - 3'			CA-PWR-7XLR-003	1															
MA ADJ. WALL MTG. BKT. 20" BLK			MA-WMBKT-20B	1															
LENS MODIFICATION			LENSMOD	1															
VIDEO Camera Main Switcher Panel																			
CARBONITE 2M 2 MLE PANEL			C2M-PANEL	1															
REDUNDANT POWER FOR CARBONITE 2M PANEL			C2M-PANEL-REDPSU-	1															
CARBONITE+ 24 INPUT 2 MLE FRAME			EXT-CT-224P US	1															
REDUNDANT POWER FOR CARBONITE FRAME			CF-FRAME-REDPSU-EXT	1															
1 RU AUX BUS CONTROL PANEL			CPS-AUX-Q03B	1															
EXTENDED CARBONITE WARRANTY 1 YEAR			C2M-999	1															
ONSITE OPS TRAINING 1 DAY			CPS-TRAIN-1DAY	1															
ADDITIONAL DAY OPS TRAINING			CPS-TRAIN-ADDDAY	1															
2 DAYS ONSITE COMMISSIONING			OCT3-093	1															
ADDITIONAL DAY ONSITE COMMISSIONING			OCT3-094	1															
Control Room Monitoring and Display																			
17" – HD Broadcast Monitor (1366x768) Class A			PBM-317S	1															
PBM-217S - Rack Mount Option			PBM-127K	1															
Four 4.3" Wide Screen Rack Unit with No Input Modules			V-MD434	1															
65" Class Full High-Definition Plasma Display for Board Room			TH-65PE30U	1															
50" HD Professional Plasma Display for Switcher Multi-viewer (or LED equivalent)			TH50BT1300U	1															
HD-SDI add-on terminal board for the 50BT1300U			TY-FB9HD	1															
5" x 3 High Resolution 3U Rack Mounted LCD Monitors			M-1051H	1															
Graphics System																			
LEX 3.1 HD Graphics System (voter graphics) including software			7A00368	1															
LEX 3.1 HD Graphics System (program graphics) including software			7A00368	1															
LEX 3.1 HD/SD Additional Digital Channel for each system			5A01565	1															
Chyron Style keyboard			7A00197	1															
1 Day Graphics Software and Creative Service			CSC-Design	1															
23" DVI +VGA, Display Port Monitors			PA231TW-BK	1															

APPENDIX B - REQUIRED FORMS
EXHIBIT 10 - PRICING SCHEDULE
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Equipment/Product Description	Model Number	QTY.	Total Annual Cost (Year 1):	Total Annual Cost (Year 2):	Total Annual Cost (Year 3):	Total Annual Cost (Year 4):	Total Annual Cost (Year 5):	Total Annual Cost (Year 6):	Total Annual Cost (Year 7):	Total Annual Cost (Year 8):	Total Annual Cost (Year 9):	Total Annual Cost (Year 10):

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Accessories, mounts and Misc Hardware																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			

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FIBER TX	Fido-T	1																	
FIBER RX	Fido-R	1																	
HD DA	HD10DA	1																	
POWER ADAPTER	DWP-U	1																	
BAL TO UNBAL AES BALUN	BCU-XP-TR8	1																	
AMPLIFIED SPEAKERS	MRSmk2	1																	
DUAL CHANNEL CC ENCODER	HDCC-708MULTI-OG2	1																	
MIXER	01V96I	1																	
AES I/O CARD	M78AE96	1																	
ProSafe Dual WAN Gigabit Firewall with SSL & IPsec VPN	FVS336G/2	1																	
24 PORT NETWORK SWITCHES	GS724TS	1																	
Four Port HD Video Server with 5.4TB of Storage & redundat PSU	VS-4D08R	1																	
License to mark in and out points on a clip	VS-MARK Included in above	1																	
Allows VS to be controlled by 3rd party automation Inc card	VS-CONTROL/VDCP Included in above	1																	
ILI Cooper Controller - JI Cooper ES-450 SP RS-422	CON-IL	1																	
QSeries remote training (4 hours) (US)	QSW-OSTRNOEX50	1																	
License to create and playback sequence of clips	VS-SEQUENCE Included in above	1																	
Transcode License	VS-TRANSCODE	1																	
Blu-ray Disc and DVD HD Recorder w/HDSDI input	SR-HD2500US	1																	
HEARING ROOM CONTROL SYSTEM																			
Creston DigitalMedia XIO Director - Virtual Switching Appliance, Enterprise Version	DM-XIO-DIR-ENT	1																	
Creston DigitalMedia Card Chassis for DM-NVX-C & DMCF, 8 Slots	DMF-CI-8	5																	
Creston DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder Card with Downlinking and Dante Audio	DM-NVX-363C	22																	
Creston 4-Series Control System	PRO4	1																	
Creston 4-Series Control System	CP4N	5																	
Creston DM NVX 4K60 4:4:4 HDR Network AV Decoder	DM-NVX-D30	6																	
Creston DM NVX 4K60 4:4:4 HDR Network AV Decoder Card	DM-NVX-D30C	8																	
Creston DM NVX 4K60 4:4:4 HDR Network AV Encoder Card	DM-NVX-E30C	5																	
Creston 15.6 in. HD Touch Screen with DM 8G+ Input, Wall Mount or VESA, Black Smooth	TS-1542-C-B-5	1																	
Creston 10.1 in. TabletPC Touch Screen, Black Smooth	TS-1070-B-5	5																	
Hearing Room Conferencing																			
Telco's 1 Hr2 Hybrid Analog I/O	HR2	1																	
Dell Precision 3450 Small Form Factor Workstation	P3450	1																	
Extron MediaPort 200 - HDMI and Audio to USB Scaling Bridge	60-1488-01	1																	
Blackmagic Design Teranex Mini - HDMI to SDI 12G	BMD-CONVTRM/A8/HSDI	1																	
Blackmagic Design Teranex Mini - Smart Panel	BMD-CONVTRM/YA/SMTPN	1																	
Hearing Room Multimedia																			
Denon DN-500BDMKII Blu-Ray DVD & CD/SD/USB Player	DN-500BDMKII	1																	
Marantz PMD-300CP Pro Dual Well Cassette Player/Recorder	PMD-300CP	1																	
Marantz PMD-526C CD/Media/Bluetooth Player with RS-232	PMD-526C	1																	
Rolls HR73 Digital MP3 Recorder/Player	HR73	2																	
Rolls RMS270 Tray Rackmount Kit for Rolls HR Series and MA251 Products	RMS270	1																	
ART Cleanbox Pro Channel Level Converter	CLEANBOX PRO	3																	
Middle Atlantic UTIV Universal Vented Utility Rackshelf (1 RU)	UTIV	2																	

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Hearing Room Audio	Soundcraft Digital Live Sound Console with Stagebox 64	VI3000	1									
	Soundcraft Mini Stage Box 32	MSB32	1									
	Soundcraft VI-MADI Option Card	VI-MADI	1									
	Blackmagic Design Audio Monitor 12G	BMD-HDL-AUDMON1RU12G	1									
	OSC 4 Channel 1000W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp Mic/line inputs, 100-240V.	CK-Q-4K4	2									
	OSC 4 Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp, Mic/line inputs, 100-240V.	CK-Q-2K4	4									
	Testra 4 channel mic/line output card	Testra SOC-4	9									
	Testra 4 channel mic/line input card with acoustic echo cancellation per channel	Testra SEC-4	8									
	Testra 4 channel mic/line input card	Testra SIC-4	1									
	Electro-Voice EVID-C6-2 - 6.5" Ceiling Speaker (Pair, White)	EVID-C6-2	3									
	Electro-Voice EVU-2082/95 Dual 8" Two-Way 90 x 50 Full-Range Loudspeaker System (White)	EVU-2082/95	6									
	Presonus Eris E3.5 Active Media Reference Monitors	E3.5	1									
	Configurable I/O DSP with up to 48 channels of I/O, 1 DSP-2 card (2 additional DSP-2 cards can be added) and 1 AVB-1 network card	Testra SERVER-IO AVB	2									
	Testra DSP card with two DSPs	Testra DSP-2	2									
	Testra 64x64 Dante module for use in SERVER or SERVER-IO chassis	Testra DAN-1	2									
	Testra 4 channel mic/line output card	Testra SOC-4	2									
	Testra PoE logic expander with 16 logic GPIO (4 GPIO are configurable for potentiometer interface)	Testra EX-LOGIC	2									
	Rane AD22S fully balanced two-input, two-output Audio Delay unit	AD22S	1									
	Hearing Room Dais											
	Creston FT2-700	FT2-700-ELEC-8	11									
	Creston AC Power Outlet Module for FT2 Series, Single, US NEMA 5, Type B, w/2 Under-Table Outlets & Cord	FT2A-PWR-US-1	44									
	Creston Gravity Cable Retractor for FT2 Series, RJ-45 to RJ-45, CAT6	FT2A-CBLR-GR-CAT6	18									
	Creston USB-C to USB-C, 60 W, Power Charging Only, One-Touch Cable Retractor for FT2 ELEC Series	FT2A-CBLR-1T-USBC-PWR	35									
	Creston Allows one cable retractors to be installed in the middle positions within a FT2-700	FT2A-CBLR-BRKT-700	22									
	Creston Under Table Cloak for FT2-202,500,700,1200 with OneTouch Retractors	FT2A-UTK-CLOAK-1T	11									
	Creston Gravity Cable Retractor for FT2 Series, HDMI to HDMI, 18 Gbps	FT2A-CBLR-GR-4K-HD	2									
	Creston FlipTop FT2 Series Cable Management System Blank Plate Modules, Qty. 10	FT2A-PLT-BLANK-10	1									
	Creston One-Touch Cable Retractor for FT2 ELEC Series, RJ-45 to RJ-45, CAT6	FT2A-CBLR-1T-CAT6	4									
	Creston Pass-Through Cable for FT2 Series, RJ-45 to RJ-45, CAT6, 8 ft (2.4 m)	FT2A-CBL-PT-CAT6	5									
	Creston FlipTop FT2 Series Cable Management System Cable Pass-Through Plate Modules, Qty. 10	FT2A-PLT-PT-10	1									
	Creston USB Rapid Charging Module for FT2 ELEC Series, USB Type-C & Type-A-High Power Charging Ports, Bus Powered	FT2A-CHGR-USB/A/C	2									
	Creston One-Touch Cable Retractor for FT2 ELEC Series, HDMI to HDMI, 10.2 Gbps	FT2A-CBLR-1T-HD	4									
	Creston Pass-Through Cable for FT2 Series, HDMI® to HDMI, 18 Gbps, 8 ft (2.4 m)	FT2A-CBL-PT-4K-HD	5									

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Creston Power Supply for FT2 ELEC Series	FT2A-UTK-PWS	2										

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			Cost (Year 1):	Cost (Year 2):	Cost (Year 3):	Cost (Year 4):	Cost (Year 5):	Cost (Year 6):	Cost (Year 7):
			Cost (Year 8):	Cost (Year 9):	Cost (Year 10):				
Equipment/Product Description	FSR Black Cover for the FSR Floor Box	2							
	FSR Floor Box for Raised Access Computer and Stage Floors (5 Inch Depth)	2							
	FSR Floor Box with Hinged Door (Black)	4							
	FSR 2 Gang Surface Mount Gang Box - Black	15							
	Genelec 8430A 1P SAM Studio Monitor	2							
	Genelec 8000-402B Adjustable Wall Mount for 8000 Series - Black	2							
	Genelec GLM Loudspeaker Management User Kit	1							
	Genelec 8010AP Bi-Amplified Active Monitors	11							
	Crestron DM NVX 4K60 4:4:4 HDR Network AV Decoder	1							
	Dell Precision 3450 Small Form Factor Workstation	1							
	Samsung Q850R 50" Class HDR 4K UHD Commercial Smart LED Display	1							
	Hearing Room Infrastructure								
	Middle Atlantic BGR-4532LRD Gangable Rack Enclosure	3							
	Middle Atlantic BGR-RDC45 Cable Entry Rear Door	3							
	Middle Atlantic Curved Door Plexi - Plexiglas - Black - 45U Rack Height - 81.7" Height - 21.9" Width	3							
	Middle Atlantic Side Panel - 45U Rack Height - 82.9" Height - 32" Depth	1							
	Middle Atlantic Fan Top, 276 CFM, w/Controller, BGP Series - 4 Fan - 276 CFM/Black	3							
	Middle Atlantic Caster Kit, Adds 1" - 1100 lb - 4 / Pack	3							
	Middle Atlantic Mounting Bracket for Rack	3							
	Middle Atlantic PD 24 Outlets Power Strip - NEMA 5-20P - 2 x	6							
	NEMA 5-20R, 22 x NEMA 5-15R - 10 ft Cord - 115 V AC Voltage - Rack-mountable								
	Custom Broadcast Service Panel	12							
	TBC ControlTrac LT - Quote 1181.1-21 R2	1							
	Catalyst 9300L 48P PoE, Network Essentials	1							
	Cisco Catalyst 9300L-48P-4X-E Switch - 48 Ports - Manageable								
	- Refurbished - 3 Layer Supported - Modular - 4 SFP Slots -	1							
	Optical Fiber, Twisted Pair - Rack-mountable - Lifetime Limited Warranty	1							
	1 YR 8XSXNBD C93004X4P								
	Cisco Catalyst 9300 8 x 10GE Network Module - For Data	1							
	Networking - 8 x 10GBase-X Network - Twisted Pair,10 Gigabit Ethernet - 10GBase-X	3							
	Cisco 10GBase-SR SFP+ Transceiver - 1 x 10GBase-SR	12							
	Cisco Catalyst 9300L-48P-4X-E Switch - 48 Ports - Manageable								
	- Refurbished - 3 Layer Supported - Modular - 4 SFP Slots -	1							
	Optical Fiber, Twisted Pair - Rack-mountable - Lifetime Limited Warranty								
	Catalyst 9300L 48P PoE, Network Essentials	0							
	1 YR 8XSXNBD C93004X4P	1							
	Cisco Catalyst 9300L-24P-4X-E Switch - 24 Ports - Manageable	1							
	- 3 Layer Supported - Modular - Twisted Pair, Optical Fiber - Lifetime Limited Warranty								
	1 YR 8XSXNBD C93004X4P	1							
	Planar PC17265 22 Inch LED monitor - Multi-touch Full HD Monitor	2							
	Dell Precision 3450 Small Form Factor Workstation	2							
	C300L Cisco DNA Essentials, 24-port, 3Y	1							
	C300L Cisco DNA Ess, 48-port, 3Y Lic	2							
	Dell 21.5" Full HD WLED LCD Monitor - 16:9 - 22" Class - In-plane Switching (IPS) Technology - 1920 x 1080 - 16.7 Million Colors - 250 nits - 5 ms GTG (Fast) - HDMI - VGA -	3							
	P2222H								

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Data Video									Total Annual Cost (Year 1):	Total Annual Cost (Year 2):	Total Annual Cost (Year 3):	Total Annual Cost (Year 4):	Total Annual Cost (Year 5):	Total Annual Cost (Year 6):	Total Annual Cost (Year 7):	Total Annual Cost (Year 8):	Total Annual Cost (Year 9):	Total Annual Cost (Year 10):	
Ross Ultrix New style 2RU Frame w/ 16x16 plus 2 AUX (Ultrimax and Ultriclean included)			ULTRIX-NS-FR2			1													
Ross I/O Board - 16x16, Advanced Connectivity, 2 AUX IO			ULTRIX-HDB-IO-A			1													
Ross 12G SDI HD-BNC transceiver SFP			SFP-HDB-IO-12G			1													
Ross Ultriscap Multiviewer License			ULTRISCAP			1													
Ross Ultrispeed 12Gb/s License			ULTRISPED			1													
Ross Ethernet Enabled 36 LCD + 8 Fixed Buttons Control Panel			RCP-QE36			1													
Ross HD-BNC Plug to BNC Jack - 1855A 12IN			ULTRIX-CONV_CABLE_12			1													
Ross Redundant Power Supply			ULTRIX-PS			1													
Blackmagic Design Teranex Mini - SDI to HDMI 12G			BMD-			6													
			CONVNTM/AA/SDH			6													
Blackmagic Design Teranex Mini - HDMI to SDI 12G			BMD-			4													
			CONVNTM/AB/HSDI			4													
			BMD-			10													
Blackmagic Design Teranex Mini - Smart Panel			CONVNTM/YA/SMARTPN			10													
			BMD-			4													
Blackmagic Design Teranex Mini - Rack Shelf			CONVNTM/YA/RSH			4													
Bitreer Patchbay - 1.5 RU BLACK 2x48 MONO SPACED WITH 2 OVER/UNDER TYPE DESIGNATION STRIPS, DIGITAL/ANALOG, FRONT PROGRAMMABLE, FULL NORMAL, BUSSED (COMMON) GROUND, E3 REAR INTERFACE MATING HARDWARE INCLUDED) IN A 12" CHASSIS, BANTAM PATCHBAY						2													
						2													
						2													
Bitreer TT PATCHCORD NICKEL 12" (BLACK)			BPC1200-110			12													
Bitreer RED TT (BANTAM) 110 OHM AUDIO PATCH CABLES			BPC1202-110			12													
Parasonic AW-UE70 Network Camera - 1 Pack - H-264, MJPEG - 3840 x 2160 - 20x Optical - MOS - HDMI - Ceiling Mount			AW-UE70/R1			1													
Parasonic Wall Mount for Network Camera - Black			FEC-40WMAK			1													
Parasonic AW-RP60 Remote Camera Controller			AW-RP60/G15			1													
4K SlimRun AV High Speed HDMI Cable 20ft - AOC 18Gbps Black			38636			3													
4K SlimRun AV High Speed HDMI Cable 50ft - AOC 18Gbps Black			38639			2													
4K SlimRun AV High Speed HDMI Cable 75ft - AOC 18Gbps Black			14234			3													
4K SlimRun AV High Speed HDMI Cable 150ft - AOC 18Gbps Black			14231			2													
4K SlimRun AV High Speed HDMI Cable 100ft - AOC 18Gbps Black			13700			13													
Data Multimedia																			
Marshall Multiple Format HD 17" Rack Mount Monitor			V-LCD173HR-DT			1													
Cobalt 9910DA-AV Analog Video Distribution Amplifier			9910DA-AV			2													
Cobalt Digital RM20-9910AV-8 openGear Rear I/O Module For 9910DA-AV-EQ openGear Card			RM20-9910AV-8			2													
Cobalt Digital OGX-FR-CN-P openGear Frame with Cooling and Advanced Networking			OGX-FR-CN-P			1													
Decimator Design MC-DMON-QUAD openGear Card 1 to 4 Channel (3G/HD/SD) SDI Multiviewer with Custom Layouts			MC-DMON-QUAD			1													
Decimator Design MC-DMON-95RM Rear Module for MCDMON openGear Card (DRL-10B1G)			MC-DMON-95RM			1													
Clear-Com DX410 System - B5410 Base Station 2Ch, 2.4GHz			CZ-B5410			1													
Clear-Com DX410 System - WH410 All-In-One Header 2Ch, 2.4GHz with 2 BAT50 batteries			CZ-WH410			3													
Clear-Com DX410 System - BP410 Backpack 2Ch, 2.4GHz with 2 BAT50 batteries			CZ-BP410			5													
Clear-Com DX System - ACS0 Battery Charger US for 4 BAT50 batteries			CZ-ACS0-US			5													
Clear-Com DX System - BAT50 Rechargeable Battery for BP410, WH410, WH220, WH301			CZ-BAT50			1													
Raritan Dominion KX III KVM Switchbox - 16 Computer(s) - 1																			

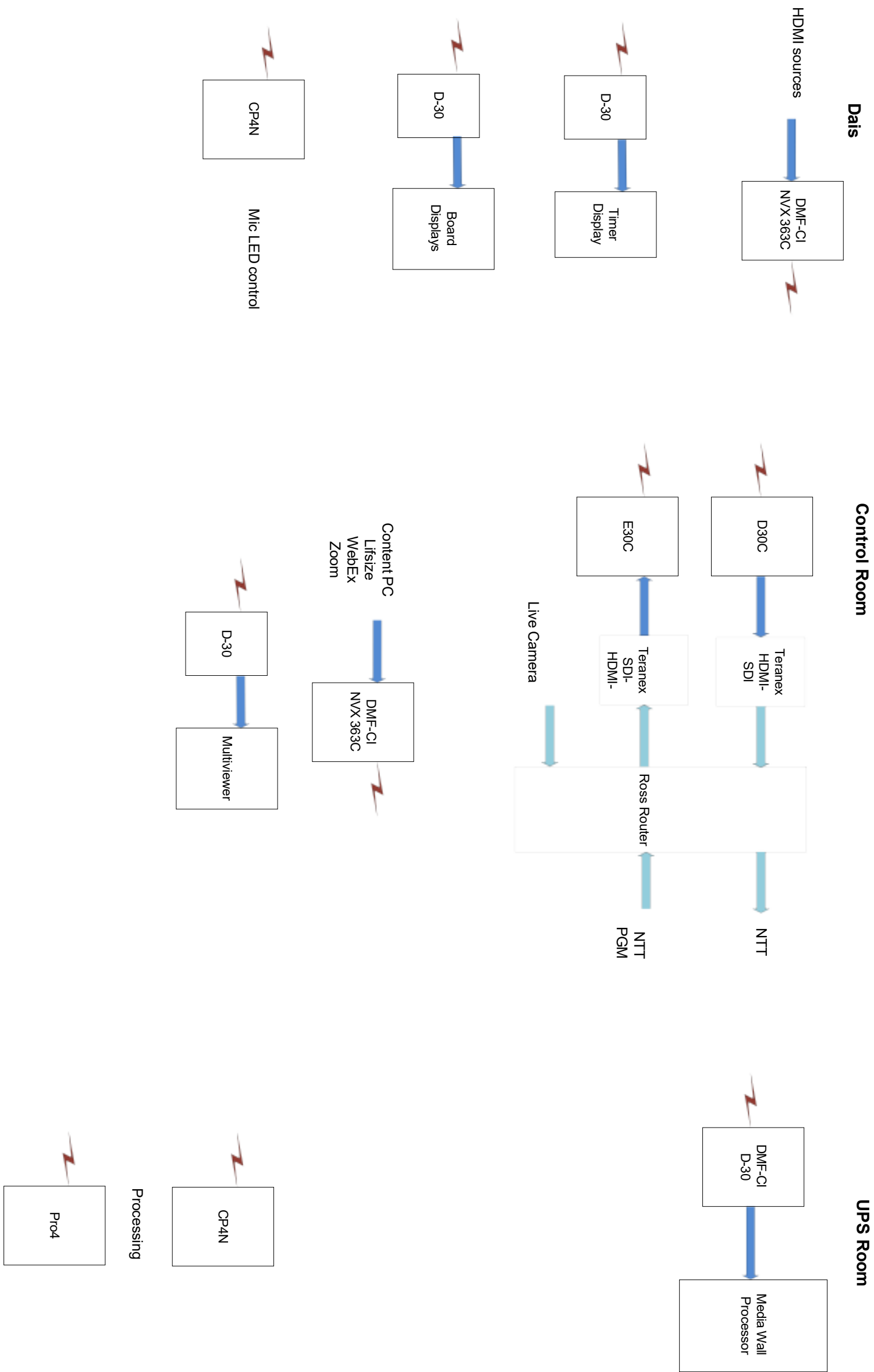
**APPENDIX B-REQUIRED FORMS
EXHIBIT 10 - PRICING SCHEDULE
(SOW ATTACHMENT 1 - EQUIPMENT LIST)**

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APPENDIX B - REQUIRED FORMS
EXHIBIT 10 - PRICING SCHEDULE
(SOW ATTACHMENT 1 - EQUIPMENT LIST)

Equipment/Product Description Console Racks and Equipment A) Seven Bay console consisting of • Five Bays upper rack space, three bays of 5 ru and two bays of 8ru • Seven Bays of lower rack rail, front and rear on unistrut • Five fully articulating monitor arms on extruded aluminum rail • All necessary cut outs • Customers choice of Standard laminates and oiled wood trim B) Two Monitor Wall system consisting of • Two fully articulating mounts for 47" monitors • Black Powder coated X/Y grid unistrut mounting off back of console Uninterruptible Power Supply 2200VA/1650W UPS LACING BARS PK OF 6 POWER STRIPS ROLL OUT RACKS 37 RU three 6" Fans mounts to rack rail brackets or any flat surface fan cord, accommodates three fans power strips rack mount	Model Number <
--	---

Board Workflows



SIGNAL LEGEND

Control

Analog Audio

Dante

HDMI

AV Net

SDI

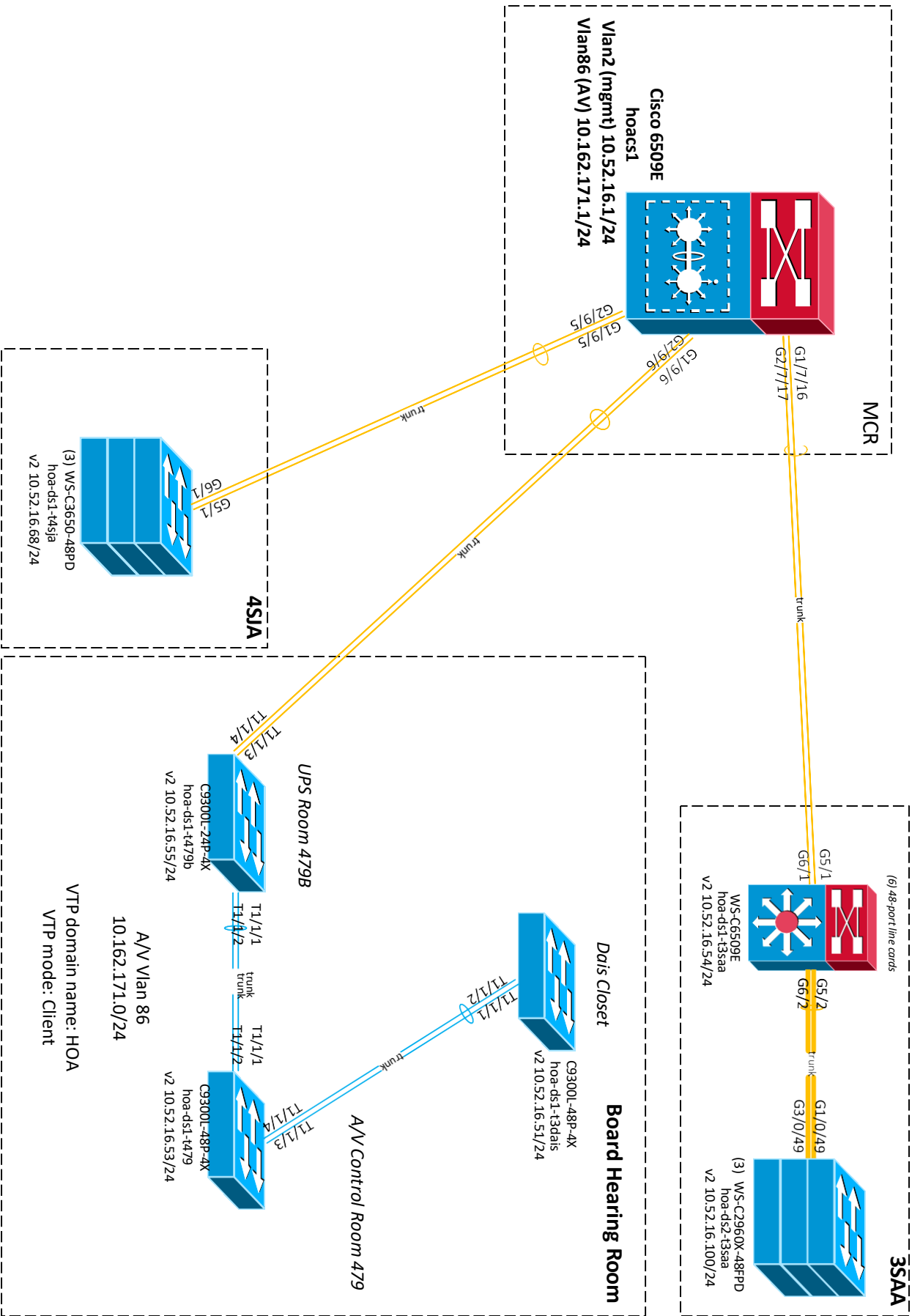


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INTEGRATED MEDIA TECHNOLOGIES
5200 Lankershim Blvd
#700
North Hollywood, CA 91601
(818) 761-9770

We warrant that we have created, modified, tested, installed, and/or maintained the system in accordance with the project specifications and the applicable standards of the industry. We warrant that the system is free from defects in materials and workmanship for a period of 90 days from the date of completion of the project.

REV	DESCRIPTION	DATE
20	Drawn by Alan Hanslik	6/13/2021
19	Revised	6/13/2021
18	Revised	6/13/2021
17	Revised	6/13/2021
16	Revised	6/13/2021
15	Revised	6/13/2021
14	Revised	6/13/2021
13	Revised	6/13/2021
12	Revised	6/13/2021
11	Revised	6/13/2021
10	Revised	6/13/2021
9	Revised	6/13/2021
8	Revised	6/13/2021
7	Revised	6/13/2021
6	Revised	6/13/2021
5	Revised	6/13/2021
4	Revised	6/13/2021
3	Revised	6/13/2021
2	Revised	6/13/2021
1	Revised	6/13/2021

Audio Workflow
DATE: 6/13/2021
REV: 1
V02
V\$



TITLE			DESCRIPTION	
HOA - Board Room LAN / Dais AV Project			Network Diagram for Board Room at HOA (500 W Temple, LA)	
PAGE	REVISED		DRAWN BY	FILENAME
1 of 1	rev4 8/9/21		Vinh Tran	OA B05 Board Room LAN Diagram.vsd



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#700
North Hollywood, CA
91601
(818) 761-9770

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REV	DESCRIPTION	BY	CHECK
V1	Drawn by Alan Hanslik	AH	AH

DRAWING TITLE:

REVISED
3/29/2021

Signal Workflow

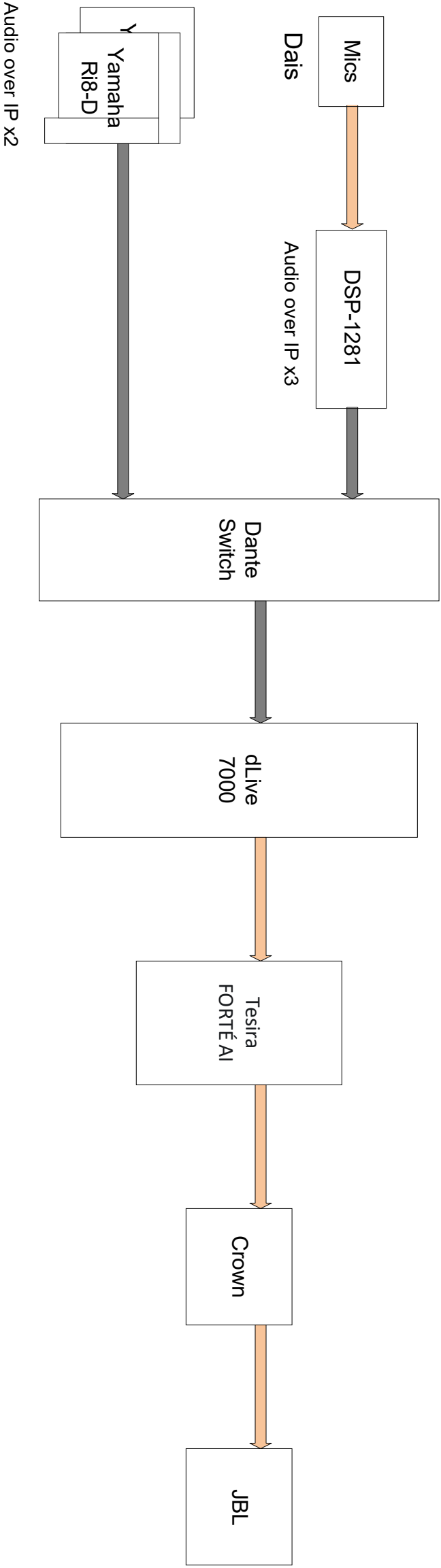
DWG NO	SIZE	REV
11X17		

KEY PLAN SEAL V1

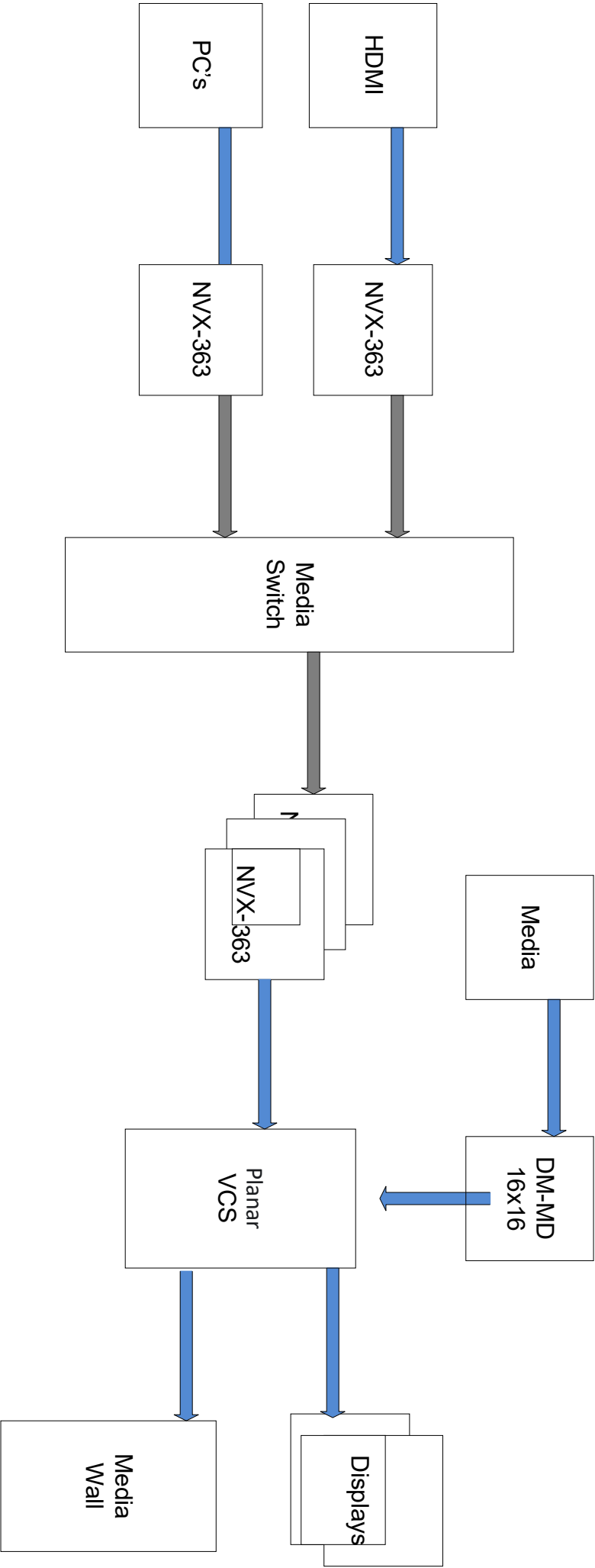
PLAN NORTH:	PROJECT NUMBER:
	FSOM NO

SCALE:

SHEET



Audio over IP x2



SIGNAL LEGEND

SDI

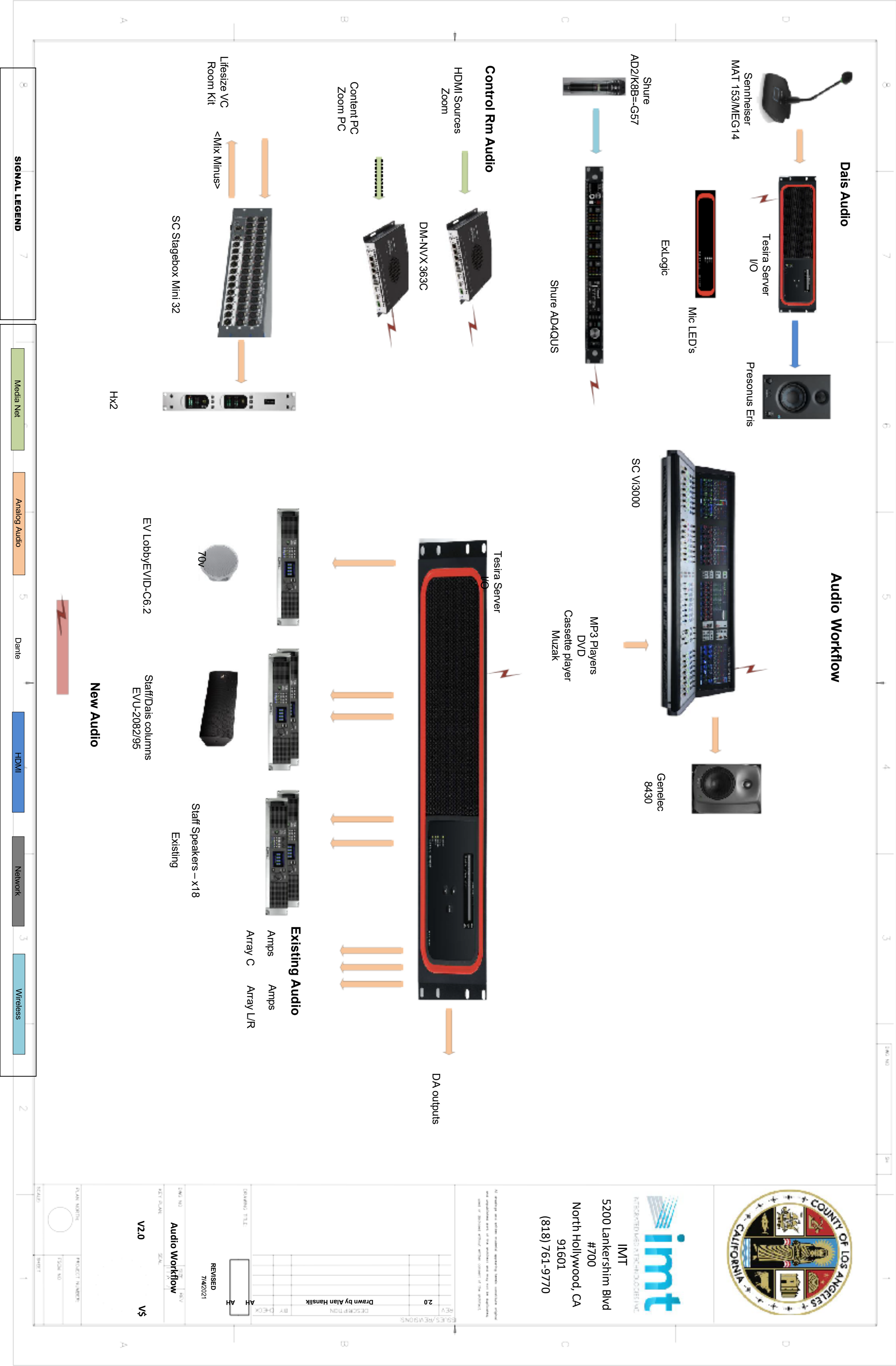
Audio

Sync

HDMI

Network

NDI

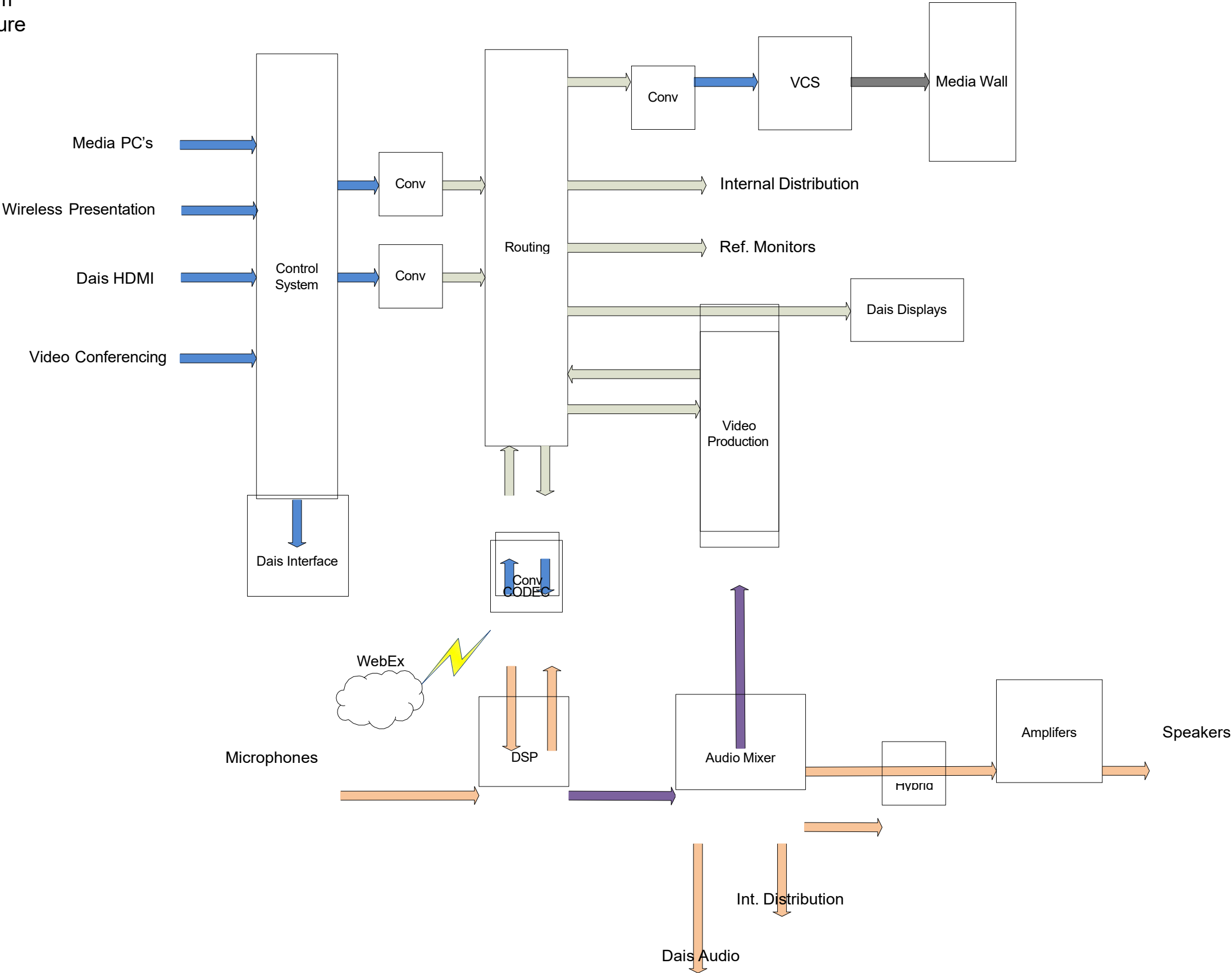


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North Hollywood, CA
91601
(818) 761-9770

By creating this audio system, existing audio installation equipment and components are not to be removed and may not be replaced with or without written approval of the architect.

REV	2.0	Drawn by Alan Hanslik	7/4/2021	REV	2.0	VS
BY	CHECK			DATE		
Audio Workflow						
PROJECT NUMBER						
TICKET NO						
REVISED						
7/4/2021						
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BoS Board Hearing Room
AV Presentation Architecture



Control System Interfaces
*Video Router
*Audio Mixer
*Audio DSP
*VCS



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#700
North Hollywood, CA
91601
(818) 761-9770

All drawings and written material appearing herein constitute original and unpublished work of the architect and may not be duplicated, used or disclosed without written consent of the architect.

REV		DESCRIPTION	BY	CHECK
1.0	Drawn by Alan Hanslik	AH	AH	
REVISED		7/12/2020		

DRAWING TITLE:
AV Presentation Architecture

AAAA-0003 V1

DWG NO	SIZE	REV
	11X17	

KEY PLAN: SEAL

PLAN NORTH:	PROJECT NUMBER:
	FSCM NO

SCALE:	SHEET
--------	-------

Change Order Service Request/Acceptance Form

**CHANGE ORDER SERVICE REQUEST/ACCEPTANCE FORM
(FOR AS-NEEDED T&M SERVICES AND/OR SOFTWARE UPGRADES/ADDITIONS)**

1. AS-NEEDED T&M SERVICES

REQUEST #	WORK TITLE	REQUEST DATE	COMPLETION DATE	COUNTY APPROVAL	MAXIMUM FIXED PRICE
	TOTAL:				\$

2. AS-NEEDED SOFTWARE UPGRADES/ADDITIONS

REQUEST #	WORK TITLE	REQUEST DATE	COMPLETION DATE	COUNTY APPROVAL	MAXIMUM FIXED PRICE
	TOTAL:				\$

3. AS-NEEDED SERVICES (POOL DOLLARS)

CHANGE ORDER #	DEDUCTED CHANGE ORDER AMOUNT	REMAINING POOL DOLLARS AMOUNT

WORK DESCRIPTION	DELIVERABLE/S
Comments:	
Contractor Signature:	Title:
Phone Number:	Email:

**CHANGE ORDER SERVICE REQUEST/ACCEPTANCE FORM
(FOR AS-NEEDED T&M SERVICES AND/OR SOFTWARE UPGRADES/ADDITIONS)**

<i>To be completed by County</i>	
COUNTY APPROVAL/ACCEPTANCE	
County Project Manager	County Project Director
Signature:	Signature:
Name:	Name:
Date:	Date:
Approve <input checked="" type="checkbox"/> Not approved <input type="checkbox"/>	Approve <input checked="" type="checkbox"/> Not approved <input type="checkbox"/>
<input checked="" type="checkbox"/>	Comments:

Contract Discrepancy Report (CDR)

CONTRACT DISCREPANCY REPORT CONTRACTOR RESPONSE DUE WITHIN 24 HOURS

Contractor:		Contract No.	Project Manager		
Contact Person:		Telephone: () - 	Project Manager Signature:		
Email:		-	Email:		
<p>A contract discrepancy(s) is specified below. The contractor will take corrective action and respond back to EO by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.</p>					
No.	Contract Discrepancy	Contractor's Response	County Use Only		
			Date Correction Due	Date Completed	
1					
2					
3					
4					

<i>Contractor's Representative Signature</i>		<i>Date Signed</i>	
Additional Comments:			

Performance Requirement Summary (PRS)

PERFORMANCE REQUIREMENTS SUMMARY

ATTACHMENT 5

REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	STANDARD DEVIATION	DEDUCTION / FEES TO BE ASSESSED (after Standard Deviation)
Contract				
7.0 Administration of Contract - Contractor	Contractor will notify County in writing of any change in name or address of the Contractor Project Manager.	Inspection & Observation Submittal of Exhibit E	No Deviations	\$500 per occurrence
8.38 Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified	Inspection of files	5 occurrences any inspection during any 6 month period	\$100 per occurrence
Statement of Work				
3.3 Training	Technician will attend scheduled County training programs, if required by County	Observation	1 occurrence any 6 month period	\$250 per occurrence
4.0 Authorized Departments	Only Authorized Departments can request and obtain services under this Contract	Observation	No Deviations	\$100 per occurrence
5.2 Addition/Deletion of Equipment	Contractor will, upon receipt of a fully executed Amendment, update Contractor's database and inventory, within two (2) Business Days, to ensure Authorized Departments' SRS are honored	Observation	No Deviations	\$100 per occurrence
5.3 End of Service Life	Contractor provide written notification to EO of any End of Service Life Equipment at least one (1) year in advance to ensure adequate service coverage	Observation	No Deviations	\$100 per occurrence
6.2 Materials	All materials will be OEM or alternates that meet or exceed OEM standards.	Observation	No Deviations	\$250 per occurrence

REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	STANDARD DEVIATION	DEDUCTION / FEES TO BE ASSESSED (after Standard Deviation)
6.3.10 Loaner	If any Equipment must be taken off County premises for repair, equal to or higher grade loaners will be provided at no liability or charge to County.	Review of Contractor's invoice	1 occurrence any invoicing period.	\$100 per occurrence
6.3.11 Like-for-like	If it is determined that there have been more than three (3) SRS made within a six (6) month period to service the Equipment, and at the County and Contractor's discretion, the Equipment is determined to not be cost effective to repair, like-for-like exchange on Equipment will be provided.	Delivery to EO	No Deviation	\$100 per occurrence
8.0 Support Options	Contractor will adhere to the response and resolution times specified in each elected Support Option/Service Level.	Observation	No deviations	\$500 per occurrence
9.4 Reports	Contractor will provide electronic ad hoc reports in tabular report format, compatible with Microsoft Excel, within one (1) Business Day of County's request. In addition, provide scheduled reports at the specified intervals and dates indicated.	Submittal of report	2 occurrences any 30 day period	\$400 per occurrence
10.0 Invoicing and Payments	Contract will submit correct, properly formatted invoices to the proper address, by the 15th calendar day of the month following the month of repairs.	Submittal of Invoices	2 occurrences any 12 month period	\$200 per occurrence

REQUIRED SERVICE		STANDARD OF PERFORMANCE	MONITORING METHOD	STANDARD DEVIATION	DEDUCTION / FEES TO BE ASSESSED (after Standard Deviation)
12.0	Subcontractors	Contractor will obtain County's written approval prior to subcontracting any work.	Inspection & Observation	No Deviations	\$500 per occurrence (2 or more occurrences are grounds for possible termination for default of Contract)
12.2	Quality Control	Contractor will submit a Quality Control Plan within fifteen (15) Business Days of Contract award, and immediately upon subsequent request.	Submission of Report within fifteen (15) Business Days of Contract award, and immediately upon subsequent request.	No Deviations	\$100 per occurrence
12.3	Scheduled Meetings	County and Contractor will mutually agree to meet as-needed throughout the life of the Contract.	Observation Sign-in Sheet	1 occurrence any 6 month period	\$500 per occurrence
12.5	Performance Requirements	Contractor will resolve the problem within five (5) business days after notification, or a time period mutually agreed upon by County and Contractor.	Inspection & Contract Discrepancy Report	No Deviations	\$500 per occurrence
12.5	Performance Requirements	Contractor will submit a corrective action plan for all deficiencies identified in the CDR to EO within fifteen (15) days of CDR notice.	Inspection & Contract Discrepancy Report	No Deviations	\$200 per occurrence

PRICING SCHEDULE

ISD is issuing this Request for Proposals (RFP) to solicit proposals to contract with a firm that can implement a Managed Services (MS) Solution to provide continuous broadcast/production services for televising of meetings of the Board, other meetings, and special events. The awarded contractor will also be required to operate, maintain and support hardware, software, and the infrastructure to deliver consistent, network broadcast-level meetings for the County.

The Contract rates under this Contract will be the total monetary amount payable by County to Contractor for supplying all equipment and services including all tasks, deliverables, good, services, and other work specified under this Contract as shown in Exhibit A – Statement of Work. Contractor will provide all tasks, deliverables, goods, services and other work specified under this Contract at rates not exceeding the rates and prices identified in this Exhibit B (Pricing Schedule).

This bid is a firm offer and may not be withdrawn for a period of one hundred eighty (180) days following the bid acceptance deadline. No corrections or resubmissions shall be accepted after the bid deadline.

Instructions:

- i. Contractors must submit a price for each line item listed in Exhibit B (Pricing Schedule) for each of the possible ten (10) Contract years. Pricing for each line item must be the Proposer's cost for the maintenance, repair/replacement and support services of the individual line item.
- ii. Submitted pricing must be inclusive of all costs, including taxes and fees, installation, delivery, travel expenses, modifications, repair or replacement.
- iii. Pricing in the "Equipment Maintenance - SOW ATT 1" tab is for the maintenance and support of equipment as listed and **should not** include costs for Task 6: System Modernization. Task 6 System Modernization costs must be shown separately in "Pricing Schedule" tab in Section C: System Modernization.
- iv. For line items that have been discontinued or are no longer available, pricing should include maintenance and support of the equipment as listed. If equipment fails at any time, awarded Contractor is expected to repair or replace with identical or equivalent equipment. Vendor may suggest alternate equipment or system that provides identical or additional features. Vendor may suggest upgrades or alternate systems.
- v. Line items that are left blank by Proposer shall be interpreted to have a zero dollar cost for maintenance and support, including repair or replacement. Awarded Contractor will be required to provide maintenance, support and repair/replacement on such line items/equipment.
- vi. Pursuant to Section 4.2.8 of the RFP (Initial Equipment Inspection for System) Contractor will perform an inspection of all AV equipment to ensure operability within sixty (60) days of contract start date. At that time, Contractor must provide a list of any equipment that requires repair/replacement and associated costs. Once repaired/replaced, Contractor will be required to maintain the equipment pursuant to 4.2.13 (Ongoing Maintenance Services) of the SOW. This requirement applies to all subsequent equipment added during the term of the Contract.
- vii. Proposer's cost will be evaluated based on Pricing Summary: Total Contract Sum (A3) as listed in "Pricing Schedule" tab. Totals from Equipment Maintenance worksheet (row 595) herein will be totaled and summarized in Pricing Schedule tab in "Task 2: Equipment Maintenance Services (Pricing Provided on Tab 2, Equipment Maintenance)".

Note: Formulas have been added into the worksheets for Proposer convenience. It is the responsibility of each Proposer to ensure submitted pricing is accurate and complete.

APPENDIX B- REQUIRED FORMS
EXHIBIT 10 - PRICING SCHEDULE

Pricing Summary	
Total Contract Sum (Total for Task 1, 2, 3, and 5 (A))	\$ 30,000,000.00

A. Support Services and Ongoing Operations		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Task 1: General Administration											
Task 2: Equipment Maintenance Services		\$722,001.85	\$722,001.85	\$722,001.85	\$722,001.85	\$722,001.85	\$722,001.85	\$722,001.85	\$722,001.85	\$722,001.85	\$722,001.85
Repairs Provided on Tab 2 Equipment Maintenance)	* see below	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
Task 3: Broadcast Services		\$2,277,998.15	\$2,277,998.15	\$2,277,998.15	\$2,277,998.15	\$2,277,998.15	\$2,277,998.15	\$2,277,998.15	\$2,277,998.15	\$2,277,998.15	\$2,277,998.15
Task 4: As-Needed Software Upgrades (Pricing Provided Below on Line Item C17)											
Task 5: Media Wall Support and Maintenance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6: System Modernization (Pricing Provided Below on Line Item C21)											
	TOTAL	\$3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00

B. As-Needed Services (Equipment and Software Upgrades/Additions)*		Proposed Hourly Labor Rate*
Task 2: Time and Material Rate/Hour (as set forth in SOW Section 4.2.14, Time & Material Services)		\$ 250.00
Task 4: As-Needed Software Upgrades/Additions Rate/Hour (as set forth in SOW Section 4.4, As-Needed Software Upgrades/Additions)		\$ 200.00

*Fixed hourly rates shall be fully burdened and shall include, but not be limited to, all labor and administrative costs, travel, overhead, benefits, and profit.

C. System Modernization **	
Task 6: System Modernization	\$ 6,257,550.00

** One-time cost to be approved at the County's discretion.

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

* Task 2: Equipment maintenance, software , repair and replacement costs are the responsibility of the County and all applicable costs and labor will be billed at the Time and Materials (T&M) rate upon request.

INTENTIONALLY OMITTED

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** _____**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:**

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 will be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff will keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom will be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County will have the right to register all copyrights in the name of the County of Los Angeles and will have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____ / ____ / ____

PRINTED NAME: _____

POSITION: _____

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



BabySafeLA.org

No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

THIRD PARTY PRODUCTS

REQUIRED FORMS - EXHIBIT 9

THIRD PARTY PRODUCTS

As of the Effective Date of the Contract, the following Third Party Software will be provided by Contractor. Should this change during the term of the Contract, this Exhibit will be updated to reflect any additional Third Party Software. Use additional sheet(s) if necessary.

	Name	Vendor	Purpose
1	Smartsheet	Supplied by Pegasus	Reporting and records
2	Adobe Creative Suite	Supplied by Pegasus	Editing, graphic design
3			
4			
5			
6			

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.

- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor will maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program will include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor will exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program will:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor will establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program will include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures will be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program will perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor will exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program will include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;

- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information will not be used by the Contractor for any purpose other than as required under this Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor will collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor will not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".

- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor will notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor will not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor will acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor will have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor will notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor will notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor will not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor will require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor will supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.

- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor will have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit will also apply to all Subcontractors and third parties. The Contractor or third party will be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor will obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information will be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor will not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information will be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor will return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor will (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor will provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor will return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor will destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked

as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor will: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups will be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor will implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services will be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor will record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor will ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor will:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications will be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Jeffrey Aguilar
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5659

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012

(213) 351-5363

Departmental Information Security Officer:

Bryan Ward

Departmental Information Security Officer

(213) 974-0942

bward@bos.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor will provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information

caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY will constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor will periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor will have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor will provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor will promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section will be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, will have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor will complete a questionnaire regarding Contractor's Information Security and/or program. The County will pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor will bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit will be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative,

Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor will cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. CYBER LIABILITY INSURANCE

The Contractor will secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor will secure and maintain cyber liability insurance coverage with limits of at least **\$2,000,000** per occurrence and in the aggregate during the term of the Contract, 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 Contract. The Contractor will 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, will 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.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;

- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will 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.

ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in this Contract, the Contractor will ensure the following provisions and security controls are established for any and all Systems or Hardware provided under this contract.

- a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Contract. The Contractor must be able to provide such management records to the County at inception of the contract and upon request.
- b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under this contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under this Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of this Contract, the Contractor must document their access control plan for Systems or Hardware covered under this Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within ninety (90) Days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot do so within ninety (90) Days, the Contractor must provide a Risk assessment to the County's Chief Information Security Officer (CISO).
- d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO). The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any unremediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of this Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's Chief Information Security Officer (CISO).
- f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the Department Information Security Officer (DISO) who will

consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free, and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

ADDENDUM C: APPLICATION SOURCE CODE REPOSITORY

The Contractor will manage the source code in the manner prescribed in this Addendum unless the Contract prescribes procedures for managing the source code and those procedures are no less stringent than the procedures described in this addendum.

- a. **County Application Source Code.** To facilitate the centralized management, reporting, collaboration, and continuity of access to the most current production version of application source code, all code, artifacts, and deliverables produced under this Contract, (hereinafter referred to as “County Source Code”) will be version controlled, stored, and delivered on a single industry-standard private Git repository, provided, managed, and supported by the County. Upon commencement of the contract period, the Contractor will be granted access to the County’s private Git repository.
- b. **Git Repository.** The Contractor will use the County Git repository during the entire lifecycle of the project from inception to final delivery. The Contractor will create and document design documents, Data flow diagrams, security diagrams, configuration settings, software or hardware requirements and specifications, attribution to third-party code, libraries and all dependencies, and any other documentation related to all County Source Code and corresponding version-controlled documentation within the Git repository. This documentation must include an Installation Guide and a User Guide for the final delivered source code such that County may download, install, and make full functional use of the delivered code as specified and intended.

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, a _____, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number _____ for _____, dated _____, as amended by Amendment Number _____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Grantor's Signature

Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____



Home (/LACoBids/) / Admin (/LACoBids/Admin) / Open Solicitations (/LACoBids/Admin/BidList) / Detail

Solicitation Detail

Solicitation Number:	RFP-ITS-I10605-S		
Title:	Broadcast, Management, and Production Services for the County of Los Angeles Board of Supervisors		
Department:	Internal Services Department		
Bid Type:	Commodity / Service	Bid Amount:	N/A
Commodity:	BROADCASTING SERVICES, TELEVISION		
Description:	1.1 The County of Los Angeles is one of the nation's largest counties with the largest population - nearly 10.1 million - of any count... <div>More</div>		
Open Day:	11/17/2022	Close Date:	1/26/2023 2:00:00 PM
Contact Name:	Neary Ros	Contact Phone:	(562) 940-3089
Contact Email:	cros@isd.lacounty.gov		
Last Changed On:	11/17/2022 6:07:53 PM		

Attachment
File (2) :

Click here to download attachment files.

File Name	Description	Type	Size	Last Update On	
BroadcastServicesRFPITS-I10605-Spackage.pdf	Broadcast, Management, and Production Services RFP	.pdf	3195623	11-17-2022	Download
AppB-ReqForms_Exhibit10-PricingSchedule.xlsx	Appendix B (Required Forms), Exhibit 10 (Pricing Schedule)	.xlsx	71602	11-17-2022	Download

[Update \(/LACoBids/Admin/UpdateBid/kzNzU4Mw%3d%3dMTExNzlyNT\)](#)



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FIRM/ORGANIZATION INFORMATION*									
BUSINESS STRUCTURE	Pegasus Studios		Integrated Media Technologies, Inc.						
	LLC		Corporation						
RACE/ETHNIC COPOSITION									
OWNERS/PARTNERS/ ASSOCIATE PARTNERS	Black/African American	0	0						
	Hispanic/Latino	0	2						
	Asian or Pacific Islander	0	0						
	Native Americans	0	0						
	Subcontinent Asian	0	0						
	White	11	101						
	Total # of Employees in California	11	54						
Total # of Employees (including owners)		11	103						
COUNTY CERTIFICATION									
CBE		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	LSBE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OTHER CERTIFYING AGENCY									
		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

On final analysis and consideration of award, vendors were selected without regard to race, creed or color.