

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS)

REQUEST FOR PROPOSALS (RFP)

RFP NO. LA-RICS 031

FOR

TELECOMMUNICATION PROJECT MANAGEMENT AND GENERAL CONSULTING SERVICES

NOVEMBER 4, 2026

TELECOMMUNICATION PROJECT MANAGEMENT AND GENERAL CONSULTING SERVICES

TABLE OF CONTENTS

SECTION PAGE

1.0 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS 1
2.0 BACKGROUND 1
3.0 INTRODUCTION 3
4.0 PURPOSE 3
4.1 Scope of Work (SOW) 3
4.2 Agreement Terms and Conditions 4
5.0 MINIMUM MANDATORY REQUIREMENTS 5
6.0 AUTHORITY'S RIGHTS AND RESPONSIBILITIES 5
6.1 Representations Made Prior to Contract Execution 5
6.2 Final Contract Award by the LA-RICS Board of Directors 5
6.3 Authority's Option to Reject Proposals 6
6.4 Authority's Right to Amend Request for Proposals 6
6.5 Background and Security Investigations 6
7.0 NOTIFICATION TO PROPOSERS 7
7.1 Public Records Act 7
7.2 Contact with Authority Personnel 8
7.3 Mandatory Requirement to Register on County's WebVen 8
7.4 Protest Policy Review Process 8
7.5 Conflict of Interest 9
7.6 Determination of Proposer Responsibility 9
7.7 Proposer Debarment 10
7.8 Improper Considerations 11
7.9 County Lobbyist Ordinance 12
7.10 Jury Service Program 12
7.11 Pending Acquisitions/Mergers by Proposing Company 13
7.12 Defaulted Property Tax Reduction Program 13
7.13 Commitment to Zero Tolerance Policy on Human Trafficking 14
7.14 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT) 14
7.15 Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices 15
7.16 Prohibition from Participation in Future Solicitation(s) 15
7.17 Contribution and Agent Declaration 15

7.18 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (C.F.R. Part 76).....16

8.0 BUSINESS PROPOSAL AND COST PROPOSAL REQUIREMENTS AND EVALUATION 17

8.1 Truth and Accuracy of Representations 17
8.2 Proposers' Questions 17
8.3 Mandatory Proposers' Conference 18
8.4 Preparation of the Proposal 18
8.5 Business Proposal Requirements and Evaluation Criteria (80%) 18
8.6 Cost Proposal Requirements and Evaluation (20%) 42
8.7 Firm Offer-Withdrawal of Proposal 42
8.8 Proposal Submission 42

9.0 SELECTION PROCESS OVERVIEW 44

9.1 Adherence to Minimum Mandatory Requirements (Pass-Fail) 44
9.2 Selection Process 44
9.3 Evaluation of Business and Cost Proposals.....44
9.4 Determination of Highest-Overall Rated Proposer.....45

10.0 PROTEST PROCESS OVERVIEW 45

10.1 Solicitation Requirements Review 45
10.2 Disqualification Review 46
10.3 Authority's Proposed Contractor Selection Review 46
10.4 Authority Independent Review 48

APPENDICES

APPENDIX 1: **Agreement and Exhibits:** Identifies the terms and conditions in the contract.

- ✓ Sample Agreement
- ✓ Exhibit A Scope of Work
- ✓ Exhibit B Agreement Budget
- ✓ Exhibit C Rate Schedule
- ✓ Exhibit D Information Security and Privacy Requirements
- ✓ Exhibit E Consultant Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- ✓ Exhibit F Authority's Administration
- ✓ Exhibit G Consultant's Administration
- ✓ Exhibit H LA-RICS Work Acceptance Certificate
- ✓ Exhibit I LA-RICS Service Request Form

APPENDIX 2: **Required Forms:** Forms that must be completed and included in the proposal.

- ✓ Attachment 1 Certification of Compliance

✓	Attachment 2	Organization Questionnaire/Affidavit
✓	Attachment 3	Contribution and Agent Declaration Form
✓	Attachment 4	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (C.F.R. Part 76)
✓	Attachment 5	Minimum Mandatory Requirements
✓	Attachment 6	List of Public Entities
✓	Attachment 7	Key Personnel Commitment and Availability Form
✓	Attachment 8	List of References
✓	Attachment 9	Debarment History and List of Terminated Contracts
✓	Attachment 10	Schedule of Prices
✓	Attachment 11	Declaration

APPENDIX 3: **Solicitation Requirements Review (SRR) Request:** Transmittal form requesting a Solicitation Requirements Review.

1.0 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS

EVENT	DETAILS
RFP Release Date	November 4, 2026
RFP Contact	Jeanette Arismendez via email: jeanette.arismendez@la-rics.org
Solicitation Requirements Review (SRR) Request Due	November 17, 2026 4:00 p.m.
Mandatory Proposer's Conference (Refer to Section 8.3)	December 8, 2026 10:00 a.m.
Written Questions Due	December 15, 2026 4:00 p.m.
Questions and Answers Released via Addendum	January 11, 2027
Proposals Due	**February 8, 2027** **4:00 p.m.**
Anticipated Contract Term (Refer to Section 4.2.1)	Three (3) years with an additional two (2) one-year renewal options. The renewal option terms may be exercised at the sole discretion of the Authority.
Minimum Mandatory Requirements (MMRs) (Refer to Section 5.0)	Proposal must be submitted by the proposal due date and time identified in Section 1.0 (Solicitation Information and Minimum Mandatory Requirements) of this RFP. Proposer must have attended the Mandatory Proposers' Conference identified in Section 8.3 (Mandatory Proposers' Conference) of this RFP. Proposer must have seven (7) years' experience, within the last ten (10) years, project managing a large-scale public safety P25 communications system consisting of at least twenty-five (25) telecommunications sites **AND/OR** 10,000 users.

2.0 BACKGROUND

The Los Angeles Regional Interoperable Communications System (LA-RICS) Joint Powers Authority (JPA) Authority (Authority) was established in 2009 to create,

establish, govern, construct, own, operate, and maintain interoperable public-safety grade communications systems that could be utilized by agencies throughout the Los Angeles County region. The Los Angeles County region is one of the largest urban areas in the nation with eighty-eight (88) municipalities and more than 10 million residents living within an area covering 4,060 square miles. Public safety services in the region are provided by approximately forty-six (46) law enforcement and approximately twenty-nine (29) fire services agencies.

The Authority designed, built, and now operates a Land Mobile Radio (LMR) System via Motorola Solutions, Inc, (MSI), which went live in 2023. The LMR System operates spectrum from VHF Low-Band, VHF, UHF, to 700 MHz/800 MHz, which provides public safety first responders in the Los Angeles County region with real time mission critical analog voice, digital P25 voice, and data communications that support day-to-day, mutual aid, and task force operations. The LMR System also provides communication support for large-scale events, including event communication planning and infrastructure.

The LMR System is comprised of several Subsystems, which includes a Digital Trunked Voice Radio Subsystem (DTVRS), Analog Conventional Voice Radio Subsystem (ACVRS), Los Angeles Regional Tactical Communications Subsystem (LARTCS), and a Narrowband Mobile Data Network (NMDN). Additionally, these Subsystems are delivered via fifty-eight (58) LMR System sites dispersed across the Los Angeles County region spanning from Lancaster to San Dimas to Catalina Island.

Radio sites are connected by the Authority's own private microwave network with Multiprotocol Label Switching (MPLS) capability. LMR System sites are constructed to public-safety grade standards and have backup power. Remote monitoring and cameras are also utilized to alert the Authority of equipment failures and to provide site situational awareness.

Additionally, the LMR System is used daily by public safety agencies (Subscribers) for routine and emergency operations. The LMR System is also interoperable with other local, state and federal agencies (Affiliates) for mutual aid, planned events, emergencies, and disasters.

Currently, the Authority consists of twenty-five (25) Member agencies with the LMR System supporting forty-nine (49) Subscriber agencies and twenty-six (26) Affiliate agencies.

The Authority is seeking proposals from qualified firms ("Consultant") to provide comprehensive professional project and program management, engineering, technical, construction, real estate, environmental, radio programming, outreach, and administrative support services for the Authority's regional public-safety communications program.

As part of the resultant Agreement, the Consultant is expected to provide a qualified, multi-disciplinary project team capable of supporting the planning, development, implementation, integration, operation, maintenance, enhancement, and potential expansion of the Authority's LMR System and associated telecommunications infrastructure. The Consultant shall also provide services necessary to support the Authority's objectives of maintaining reliable, resilient, interoperable, and sustainable public-safety communications capabilities for first responders and participating agencies throughout Los Angeles County.

The services described in Exhibit A (Scope of Work), which is attached to Appendix 1 (Sample Agreement), represent the anticipated personnel and service requirements of the Authority. It should be noted, the Authority does not guarantee any minimum level of services, staffing, hours, or expenditures unless specifically identified elsewhere in the Agreement.

The Authority intends to select the Proposer whose qualifications, experience, approach, proposed personnel, and demonstrated ability to successfully perform the required services provide the greatest overall value to the Authority.

The Authority has adopted the County of Los Angeles contracting mode and certain policies as specifically identified in this RFP and the resulting Agreement. As such, references and adherence to County of Los Angeles Board of Supervisors policies are required by Proposers interested in responding to this RFP.

3.0 INTRODUCTION

3.1 The Authority is issuing this RFP to solicit proposals for a contract with a Consultant to provide comprehensive professional project and program management, engineering, technical, construction, real estate, environmental, radio programming, outreach, and administrative support services for the Authority's regional public-safety communications program as described in Exhibit A (Scope of Work) contained in Appendix 1 (Sample Agreement), which is attached to this RFP.

3.2 Titles, captions, and headings contained in this solicitation are inserted as a matter of convenience and for reference and are not intended and must not be deemed or construed to define, limit, extend or otherwise describe the scope or any provision of this solicitation.

4.0 PURPOSE

4.1 SCOPE OF WORK (SOW)

The Consultant will be expected to perform the scope and requirements outlined in Exhibit A (Scope of Work) contained in Appendix 1 (Sample Agreement), which is attached to this RFP.

4.2 AGREEMENT TERMS AND CONDITIONS

Consultant will be expected to implement the requirements outlined in Appendix 1 (Sample Agreement) of this RFP.

4.2.1 Anticipated Agreement Term

The term of the Agreement is anticipated to be for a period of three (3) years with an additional two (2) one-year renewal options. The renewal option terms may be exercised at the sole discretion of the Authority. The Agreement is anticipated to commence following the LA-RICS Joint Powers Authority (JPA) Board of Directors (Board) award.

4.2.2 Consultant Rates

The Consultant's hourly rate will remain firm and fixed for the term of the Agreement.

If requested by the Consultant prior to the renewal of a contract option year, the contract billed hourly rate for the additional option year periods identified in Section 4.2 of Section 4 (Term of Contract) of Appendix 1 (Sample Agreement) may, at the sole discretion of the Authority, be increased annually based on the most recently 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 Office 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. Before any COLA increase will take effect and become part of the contract, it will require a written amendment to the contract first, that has been formally approved and executed by the parties.

4.2.3 Days of Operation

The Consultant will be required to provide consulting services during normal business hours, which is 7 a.m. to 5:30 p.m. Monday through Thursday or 8 a.m. to 4:30 p.m. Monday through Friday, except County observed holidays (County-recognized holidays), unless otherwise agreed upon between the Authority and Consultant.

Additionally, there may be instances when the Consultant will be required to work outside of normal business hours in order to perform the work and services set forth in Exhibit A (Scope of Work) attached to Appendix 1 (Sample Agreement).

4.2.4 Indemnification and Insurance

Consultant will be required to comply with the provisions contained in Section 28 (Indemnification) of Appendix 1 (Sample Agreement). The resultant Consultant must procure, maintain, and provide the Authority with proof of insurance coverage for all the programs of insurance as well as the corresponding amounts specified in Section 29 (General Provisions for All Insurance Coverage) and Section 30 (Insurance Coverage) of Appendix 1 (Sample Agreement).

5.0 MINIMUM MANDATORY REQUIREMENTS

Interested and qualified Proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in Exhibit A (Scope of Work) attached to Appendix 1 (Sample Agreement) are invited to submit a proposal, provided the firm submitting the proposal meets the following minimum mandatory requirements at the time of proposal submission:

5.1 Proposal must be submitted by the proposal due date and time identified in Section 1.0 (Solicitation Information and Minimum Mandatory Requirements) of this RFP.

5.2 Proposer must have attended the Mandatory Proposers' Conference identified in Section 8.3 (Mandatory Proposers' Conference) of this RFP.

5.3 Proposer must have seven (7) years' experience, within the last ten (10) years, project managing a large-scale public safety P25 communications system consisting of at least twenty-five (25) telecommunications sites **AND/OR** 10,000 users.

6.0 AUTHORITY'S RIGHTS AND RESPONSIBILITIES

6.1 REPRESENTATIONS MADE PRIOR TO CONTRACT EXECUTION

The Authority is not responsible for representations made by any of its officers or employees prior to the execution of the contract unless such understanding or representation is included in the contract.

6.2 FINAL CONTRACT AWARD BY THE LA-RICS BOARD OF DIRECTORS

Notwithstanding a recommendation of the Authority, the LA-RICS Board of Directors (Board) retains the right to exercise its judgment concerning the

selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the Authority. The LA-RICS Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

6.3 AUTHORITY'S OPTION TO REJECT PROPOSALS

Proposers are hereby advised that this RFP is a solicitation for proposals only, and is not intended, and is not to be construed as, an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. The Authority may, at its sole discretion, reject any or all proposals submitted in response to this RFP or may, in its sole discretion, reject all proposals and cancel this RFP in its entirety. The Authority will not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The Authority reserves the right to waive inconsequential disparities in a submitted proposal.

6.4 AUTHORITY'S RIGHT TO AMEND REQUEST FOR PROPOSALS

The Authority has the right to amend the RFP by written addendum. The Authority is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum will be made available to each person or organization which Authority records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal being found non-responsive and not being considered, as determined in the sole discretion of the Authority. The Authority is not responsible for and will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

6.5 BACKGROUND AND SECURITY INVESTIGATIONS

Background and security investigations of Consultant and/or Consultant's staff may be required at the discretion of the Authority as a condition of beginning and continuing work under any resulting Agreement. The cost of background checks is the responsibility of the Consultant.

In the event the Consultant and/or Consultant's staff do not pass a background and security investigation, the Authority, in its sole discretion, retains the right to enter into negotiations and contract award with the next highest rated, responsive, responsible Proposer in response to this RFP.

7.0 NOTIFICATION TO PROPOSERS

7.1 PUBLIC RECORDS ACT

7.1.1 Responses to this solicitation will become the exclusive property of the Authority. Absent extraordinary circumstances, the recommended Proposer's proposal will become a matter of public record when (1) contract negotiations are complete; (2) the Authority receives a letter from the recommended Proposer's authorized officer that the negotiated contract is the firm offer of the recommended Proposer; and (3) the Authority releases a copy of the recommended Proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under the County of Los Angeles Board Policy No. 5.055 (Services Contract Solicitation Protest).

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Authority's Proposer recommendation appears on the LA-RICS Board agenda.

Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."

7.1.2 The Authority will not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential will not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets," "Confidential," or "Proprietary," in nature.

7.1.3 In the event the Authority 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 "Confidential," "Trade Secrets," or "Proprietary," Proposer agrees to defend and indemnify the Authority from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

7.2 CONTACT WITH AUTHORITY PERSONNEL

All contact regarding this RFP or any matter relating thereto must be in writing, and e-mailed to:

Jeanette Arismendez
jeanette.arismendez@la-rics.org

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

7.3 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

Prior to a contract award, all potential Consultants must register in the County's WebVen. WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the internet by accessing the County of Los Angeles's home page at: http://camisvr.co.la.ca.us/webven/.

7.4 PROTEST POLICY REVIEW PROCESS

7.4.1 Under County of Los Angeles Board Policy No. 5.055 (Services Contract Solicitation Protest) any prospective Proposer may request a review of the requirements under a solicitation for a Board approved services contract, as described in Section 7.4.3 (Grounds for Review) below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the paragraphs below. It is the responsibility of the Proposer challenging the decision of the Authority to demonstrate that the Authority committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

7.4.2 Throughout the review process, the Authority has no obligation to delay or otherwise postpone an award of contract based on a Proposer protest. In all cases, the Authority reserves the right to make an award when it is determined to be in the best interest of the Authority to do so.

7.4.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for LA-RICS Board approved services contract provided for under County of

Los Angeles Board Policy No. 5.055 (Services Contract Solicitation Protest) are limited to the following:

7.4.3.1 Solicitation Requirements Review (referenced in Section 10.1)

7.4.3.2 Disqualification Review (referenced in Section 10.2)

7.4.3.3 Authority's Proposed Contractor Selection Review (referenced in Section 10.3)

7.4.3.4 Authority Independent Review (referenced in Section 10.4)

7.5 CONFLICT OF INTEREST

No Authority or County employee whose position in the Authority or County enables them to influence the selection of a Consultant for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, will be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Consultant. Proposer must certify that they are aware of and have read Section 2.180.010 of the Los Angeles County Code as stated in Attachment 1 (Certification of Compliance) of Appendix 2 (Required Forms).

7.6 DETERMINATION OF PROPOSER RESPONSIBILITY

7.6.1 A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the Authority's policy to conduct business only with responsible proposers.

7.6.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the Authority may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to Authority or County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge must not be the basis of a determination that the Proposer is not responsible.

The Authority may declare a Proposer to be non-responsible for purposes of this Contract if the LA-RICS Board, in its discretion,

finds that the Proposer has done any of the following: (1) violated a term of a contract with the Authority, the County, or a nonprofit corporation created by the Authority or the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the Authority, any other public entity, or a nonprofit corporation created by the Authority or the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the Authority, the County, or any other public entity.

7.6.3 If there is evidence that the apparent highest ranked Proposer may not be responsible, the Authority will notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the LA-RICS Board that the Proposer be found not responsible. The Authority will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Authority's recommendation.

7.6.4 If the Proposer presents evidence in rebuttal to the Authority, the Authority will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the LA-RICS Board of Directors. The final decision concerning the responsibility of the Proposer will reside with the LA-RICS Board.

7.6.5 These terms will also apply to proposed Subcontractors of Proposers on Authority or County contracts.

7.7 PROPOSER DEBARMENT

7.7.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the Authority may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other Authority 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 the Authority may terminate any or all of the Proposer's existing contracts with the Authority, if the LA-RICS Board finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the Authority, County or a nonprofit corporation created by the Authority or the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the Authority or the County, any other public entity, or a nonprofit corporation created by the Authority or 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 Authority, County or any other public entity. These terms will also apply to proposed Subcontractors of Proposers on Authority or County contracts.

7.7.2 A listing of Contractors that are currently on the Debarment List for County of Los Angeles may be obtained on the following website:

https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/

7.8 IMPROPER CONSIDERATIONS

7.8.1 Attempt to Secure Favorable Treatment

It is improper for any Authority or County officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the contract or that the Proposer's failure to provide such consideration may negatively affect the Authority's consideration of the Proposer's submission. A Proposer must not offer or give either directly or through an intermediary, consideration, in any form, to an Authority or County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

7.8.2 Notification to Authority

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

7.8.3 Form of Improper Consideration

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

7.9 COUNTY LOBBYIST ORDINANCE

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

7.10 JURY SERVICE PROGRAM

7.10.1 The prospective Consultant is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Consultants should carefully review Section 15 (Compliance with County's Jury Service Program) of Appendix 1 (Sample Agreement), both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Consultants and their Subconsultants, if any.

Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

7.10.2 Consultant must certify compliance with County's Contractor Employee Jury Service Ordinance in Attachment 1 (Certification of Compliance) of Appendix 2 (Required Forms). If a Consultant does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Consultant must so indicate in Attachment 1 (Certification of Compliance) of Appendix 2 (Required Forms) and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Consultant's application, the Authority will determine, in its sole discretion, whether the Consultant falls within the definition

of Contractor or meets any of the exceptions to the Jury Service Program. The Authority's decision will be final.

7.11 PENDING ACQUISITIONS/MERGERS BY PROPOSING COMPANY

The Proposer must notify the Authority of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Proposer is restricted from legally notifying the Authority of pending acquisitions/mergers, then it should notify the Authority of the actual acquisitions/mergers as soon as the law allows and provide to the Authority the legal framework that restricted it from notifying the Authority prior to the actual acquisitions/mergers. This information must be provided by the Proposer in Attachment 2 (Organization Questionnaire/Affidavit) of Appendix 2 (Required Forms). Failure of the Proposer to provide this information may eliminate its proposal from any further consideration. Proposer will have a continuing obligation to notify the Authority and update any changes to its response in Attachment 2 (Organization Questionnaire/Affidavit) of Appendix 2 (Required Forms) during the solicitation.

7.12 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

7.12.1 The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"), (Los Angeles County Code, Chapter 2.206). Prospective Consultants should reference the pertinent provisions in Section 55 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and Section 56 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Deduction Program) of Appendix 1 (Sample Agreement), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Consultants and their Subconsultants.

7.12.2 Proposers will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Attachment 1 (Certification of Compliance) in Appendix 2 (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Consultant (Los Angeles County Code, Chapter 2.202).

7.12.3 Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

7.13 COMMITMENT TO ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

7.13.1 On October 4, 2016, the County approved a motion taking significant steps to protect victims of human trafficking by establishing a zero-tolerance policy on human trafficking. The policy prohibits Consultants engaged in human trafficking from receiving contract awards or performing services under a County or an Authority contract.

7.13.2 Consultants are required to complete Attachment 1 (Certification of Compliance) in Appendix 2 (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Section 58 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix 1 (Sample Agreement). Further, Consultants are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

7.14 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER (EFT)

7.14.1 The Authority, in 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 Authority must be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

7.14.2 Upon contract award or at the request of the A-C and/or the Authority, the Consultant must submit a direct deposit authorization request 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.

7.14.3 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.

7.14.4 Upon contract award or at any time during the duration of the Agreement, the Consultant may submit a written request for an

exemption to this requirement. The A-C, in consultation with the Authority, will decide whether to approve exemption requests.

7.15 PROPOSER'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO FAIR CHANCE EMPLOYMENT HIRING PRACTICES

7.15.1 On May 29, 2018, the County approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County, and by extension the Authority, to comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Additionally, on February 27, 2024, the County adopted Los Angeles County Code Chapter 8.300 (Fair Chance Ordinance for Employers) to facilitate meaningful implementation of Fair Chance policies in the County and remove barriers to employment to ensure individuals with criminal records have fair and equitable access to opportunities for gainful employment.

7.15.2 Consultants are required to complete Attachment 1 (Certification of Compliance) in Appendix 2 (Required Forms), certifying that they, and their subconsultants, are in full compliance with Section 12952 and Chapter 8.300 of the Los Angeles County Code (Fair Chance Ordinance for Employers), as indicated in the Agreement.

7.15.3 Further, Consultants are required to comply with the requirements under Section 12952 and Los Angeles County Code Chapter 8.300 for the term of any contract awarded pursuant to this solicitation.

7.16 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A Proposer, or a Consultant or its subsidiary or Subconsultant ("Proposer/Consultant"), is prohibited from submitting a bid or proposal in an Authority solicitation if the Proposer/Consultant has provided advice or consultation for the solicitation. A Proposer/Consultant is also prohibited from submitting a bid or proposal in an Authority solicitation if the Proposer/Consultant has developed or prepared any of the solicitation materials on behalf of the Authority. A violation of this provision will result in the disqualification of the Proposer/Consultant from participation in an Authority solicitation or the termination or cancellation of any resultant Authority contract. (Los Angeles County Code, Chapter 2.202).

7.17 CONTRIBUTION AND AGENT DECLARATION

Government Code Section 84308 requires a party to a contract proceeding to disclose any contribution of more than $500 made to a County or an

Authority officer within the preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Proposers are advised that they and all of their Subconsultants must complete and return as part of the proposal, the Contribution and Agent Declaration Form included in Attachment 3 (Contribution and Agent Declaration Form) of Appendix 2 (Required Forms). Proposers are further advised that they and their Subconsultants must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the proposal is submitted, and as requested at any time by the Authority prior to contract award. Failure by the Proposer or any Subconsultant(s) to complete and submit the required Contribution and Agent Declaration Form in Attachment 3, and failure by the Proposer or any Subconsultant(s) to update the declaration as required by law or as otherwise requested by the Authority, may eliminate the proposal from further consideration and/or the Proposer may be disqualified from a contract award, as determined in the Authority's sole discretion. Further, all Proposers and their Subconsultants are prohibited under Government Code Section 84308 from making a contribution of more than $500 to a County or an Authority officer for twelve (12) months after the date a final decision is made in the contract proceeding involving this solicitation.

7.18 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (C.F.R. PART 76)

7.18.1 Pursuant to federal law, the Authority is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded, or whose principals are suspended, debarred, or excluded from securing federally funded contracts. At the time of Proposer's response to this RFP, Proposer must submit a certification, as set forth in Attachment 4 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions [C.F.R. Part 76]) in Appendix 2 (Required Forms), attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should a proposal response to this RFP identify prospective Subconsultants, or should Proposer intend to use Subconsultants in the provision of services under any subsequent contract, Proposer must submit a certification, completed by each Subconsultant, attesting that neither the Subcontractor, as an organization, nor any of its owners, officers, partners, directors, or other principals are

currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

7.18.2 Failure to provide the required certification may eliminate Proposer's response to RFP from consideration.

7.18.3 In the event that Proposer and/or its Subconsultant(s) is or are unable to provide the required certification, Proposer instead will provide a written explanation concerning its and/or its Subconsultant's inability to provide the certification. Proposer's written explanation must describe the specific circumstances concerning the inability to certify. It further must identify any owner, officer, partner, director, or other principal of the Proposer and/or Subconsultant who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation must provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this RFP.

7.18.4 The written explanation will be examined by the Authority to determine, in its full discretion, whether further consideration of the proposal response to this RFP is appropriate under the federal law.

8.0 BUSINESS PROPOSAL AND COST PROPOSAL REQUIREMENTS AND EVALUATION

This Section contains key project activities, provides Proposers with proposal submission requirements and submittal instructions, and identifies evaluation criteria.

8.1 TRUTH AND ACCURACY OF REPRESENTATIONS

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal will be sufficient cause for rejection of the proposal. The evaluation and determination in this area will be at the Authority's sole judgment and their judgment will be final. All proposals must be firm and final offers and may not be withdrawn for a period of one hundred eighty (180) days following the final proposal submission date.

8.2 PROPOSERS' QUESTIONS

8.2.1 Proposers may submit written questions regarding this RFP by e-mail to: Jeanette Arismendez at jeanette.arismendez@la-rics.org. All questions must be received by the date and time specified in Section 1.0 (Solicitation Information and Minimum Mandatory Requirements)

of this RFP. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

8.2.2 When submitting questions, please specify the RFP, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. The Authority reserves the right to group similar questions when providing answers.

8.3 MANDATORY PROPOSERS' CONFERENCE

8.3.1 A Mandatory Proposers' Conference will be held to discuss the RFP requirements. Authority staff will respond to questions from potential Proposers. All potential Proposers must attend this conference, or their proposals will be rejected as non-responsive (disqualified) without review and eliminated from further consideration. The conference is scheduled as follows:

December 8, 2026
10:00 a.m.

LA-RICS Headquarters
2525 Corporate Place, Suite 200
Large Conference Room
Monterey Park, CA 91754

8.4 PREPARATION OF THE PROPOSAL

Two (2) separate proposals must be submitted (a Business Proposal and a Cost Proposal) to:

Jeanette Arismendez
jeanette.arismendez@la-rics.org

by the date and time listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements). All proposals must be bound and submitted in the prescribed format. Any proposal that deviates from this format may be rejected as non-responsive without review at the Authority's sole discretion.

8.5 BUSINESS PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA (80%)

Proposer must submit a Business Proposal. Any reviews conducted during the evaluation of the Business Proposal may result in a point reduction. The Business Proposal content and sequence must be as outlined and detailed in this Section 8.5.

BUSINESS PROPOSAL FORMAT

8.5.1 Cover Page

Cover Page must identify, at a minimum, Business Proposal, the RFP title, RFP number, and the Proposer's name.

8.5.2 Table of Contents

List all information and materials included in the proposal. Include a clear definition of the materials, identified by sequential page numbers and by paragraph reference numbers.

8.5.3 Executive Summary (Section A)

Proposer must include a concise Executive Summary that highlights the contents of the Proposer's Business Proposal to provide the Authority with a broad understanding of the Proposer's approach, qualifications, background, experience and staffing.

8.5.4 Proposer's Qualifications (Section B) (60%)

The Authority intends to select the Proposer whose qualifications, experience, technical approach, proposed Key Personnel candidates, and demonstrated ability to successfully perform the required services described in Exhibit A (Scope of Work) attached to Appendix A (Sample Agreement).

The Authority will evaluate proposals based on the criteria described in this Section 8.5.4.

8.5.4.1 Proposer's Relevant Experience and Qualifications (Section B.1)

a. **Proposer's Experience**

Provide a summary of relevant background information to demonstrate the Proposer meets or exceeds the minimum requirements stated in Section 5 (Minimum Mandatory Requirements) of this RFP, in particular the Proposer must have seven (7) years' experience, within the last ten (10) years, project managing a large-scale public safety P25 communications system consisting of at least twenty-five (25) telecommunications sites **AND/OR** 10,000 users and has the capability to perform the required services set forth in Exhibit A (Scope of

Work) attached to Appendix 1 (Sample Agreement) as a corporation or other entity.

Additionally, if the Proposer has experience providing professional services for complex telecommunications, wireless communications, public-safety, infrastructure, construction, or comparable programs it must describe and demonstrate it accordingly.

Proposers should also clearly describe and demonstrate if the proposed Project Team, inclusive of proposed Key Personnel, collectively possess substantial experience in the following areas, as applicable:

- ✓ Public-safety LMR systems
- ✓ P25 technology
- ✓ Regional interoperability
- ✓ Telecommunications
- ✓ RF infrastructure
- ✓ IP/network infrastructure
- ✓ Microwave and fiber transport
- ✓ Communications towers
- ✓ Antenna systems
- ✓ Communications shelters
- ✓ Emergency power
- ✓ Grounding and lightning protection
- ✓ Construction management
- ✓ Engineering design review
- ✓ Systems integration
- ✓ Real-estate/site acquisition
- ✓ Environmental compliance
- ✓ California Environmental Quality Act (CEQA)
- ✓ National Environmental Policy Act (NEPA)
- ✓ Public-sector procurement
- ✓ Contract administration
- ✓ Project controls
- ✓ Cost estimating
- ✓ Schedule management
- ✓ Risk management
- ✓ Radio programming
- ✓ Testing and commissioning
- ✓ Public and stakeholder engagement

Experience must be demonstrated through projects of comparable size, complexity, technical

requirements, geographic distribution, and public-safety importance.

If Proposer's Project Team, inclusive of Key Personnel, has demonstrated experience with the following, Proposer's Project Team may receive higher evaluation scores:

- ✓ Regional public-safety communications systems
- ✓ P25 LMR systems
- ✓ Multi-agency interoperability
- ✓ Large geographically distributed systems
- ✓ Public agencies or joint powers authorities
- ✓ Multi-site tower and communications infrastructure
- ✓ Complex system integration
- ✓ Long-term program management
- ✓ Major construction programs
- ✓ Real-estate/site acquisition
- ✓ CEQA/NEPA compliance
- ✓ Public-sector procurement and contract administration

b. **Project Experience**

The Proposer must also list and provide comprehensive project details demonstrating Proposer's successful experience on projects involving:

- ✓ Public-safety communications
- ✓ LMR/P25 systems
- ✓ Telecommunications
- ✓ Wireless communications
- ✓ Network infrastructure
- ✓ Communications towers and sites
- ✓ Multi-site infrastructure programs
- ✓ Systems integration
- ✓ Construction management
- ✓ Real-estate/site acquisition
- ✓ Environmental compliance
- ✓ Public-sector procurement
- ✓ Program/project management

c. **Size and Complexity of Projects**

Higher evaluation scores may be given to Proposer's that have successfully managed projects comparable to the Authority's program with respect to:

- ✓ Geographic distribution
- ✓ Number of sites
- ✓ Number of participating agencies
- ✓ Technical complexity
- ✓ Project duration
- ✓ Construction value
- ✓ Number of Contractors and Consultants
- ✓ Regulatory requirements
- ✓ Operational criticality
- ✓ Public-safety mission requirements

d. Public-Sector Experience

The Authority may give higher evaluation scores to Proposers with demonstrated experience working for:

- ✓ Counties
- ✓ Cities
- ✓ Municipalities
- ✓ Special districts
- ✓ Joint powers authorities
- ✓ State agencies
- ✓ Federal agencies
- ✓ Other public-sector organizations

Experience with public procurement, Board/committee governance, public meetings, public records, governmental contracting, and stakeholder coordination are desirable.

e. Past Performance

The Authority may consider:

- ✓ Quality of previous deliverables
- ✓ Schedule performance
- ✓ Cost-control performance
- ✓ Responsiveness
- ✓ Technical competence
- ✓ Contractor management
- ✓ Stakeholder management
- ✓ Problem resolution
- ✓ Change management
- ✓ Safety performance
- ✓ Contract compliance
- ✓ Overall client satisfaction

f. **Attachment 5 (Minimum Mandatory Requirements)**

Proposer must complete Attachment 5 (Minimum Mandatory Requirements), contained in Appendix 2 (Required Forms), and must submit it under Section B.1 (Proposer's Relevant Experience and Qualifications) of Proposer's Business Proposal.

g. **Attachment 6 (List of Public Entities)**

Additionally, Proposer must include a list containing all public entities contracts for the last three (3) years where the same or similar scope of services was provided. Proposer must complete Attachment 6 (List of Public Entities), contained in Appendix 2 (Required Forms), and submit it under Section B.1 (Proposer's Relevant Experience and Qualifications) of Proposer's Business Proposal. Proposer may use additional sheets, if necessary.

8.5.4.2 Proposer's Key Personnel Qualifications and Experience (Section B.2)

a. **Mandatory Identification of Key Personnel**

The Proposer shall identify the **specific individual proposed for each Key Personnel position**.

Generic references to an organizational group, department, unnamed Subject Matter Expert, or "to be determined" personnel will not satisfy this requirement.

The following positions shall be identified by name:

- ✓ Program Director
- ✓ Project Manager
- ✓ Field Engineer
- ✓ Telecom/Network Engineer
- ✓ Real Estate and Site Compliance Manager
- ✓ Radio Programmer
- ✓ Grants and Budget Analyst
- ✓ Cybersecurity Services Manager
- ✓ Stakeholder Engagement and Outreach Manager
- ✓ Administrative Assistant/Project Coordinator

b. **Personnel Experience**

For **each Key Personnel candidate**, Proposer must provide a comprehensive description of relevant background experience and resume that demonstrates each Key Personnel candidate meets or exceeds the minimum qualifications for the specific Key Personnel position described in Section E (Consulting Staff), in particular Section 2 (Key Personnel) of Exhibit A (Scope of Work) attached to Appendix 1 (Sample Agreement) of the RFP as follows below.

PROGRAM DIRECTOR

1. **Fifteen (15) years minimum** of relevant professional experience.
2. **Ten (10) years minimum, within the last fifteen (15) years,** of program/project management experience as follows:
   - Experience managing complex, multi-disciplinary, multi-site infrastructure programs.
   - Experience managing governmental or public-sector projects.
   - Experience managing telecommunications, wireless, LMR, public-safety communications, or comparable infrastructure programs.
   - Experience managing multiple Contractors, Consultants, and Subconsultants.
   - Experience presenting technical and program information to executive management, governing boards, or public agencies.

PROJECT MANAGER

1. Bachelor's degree in engineering, telecommunications, construction management, project management, information technology, or related field.
2. **Ten (10) years minimum** of relevant professional experience.
3. **Seven (7) years minimum, within the last ten (10) years,** of project-management experience as follows:
   - Experience managing telecommunications, wireless, LMR, network, or infrastructure projects.
   - Experience with multi-site projects.

- Experience coordinating engineering and construction activities.
- Experience managing public-sector projects.

FIELD ENGINEER

1. Bachelor's degree in engineering, telecommunications, construction management, or related discipline.
2. **Seven (7) years minimum** field engineering or related experience as follows:
   - Experience inspecting communications facilities.
   - Experience with LMR towers, antenna systems, shelters, power systems, grounding, generators, HVAC, and transmission systems.
   - Ability to interpret engineering drawings and construction documents.
   - Experience documenting field conditions.
   - OSHA/construction safety knowledge.

TELECOM/NETWORK ENGINEER

1. Bachelor's degree in electrical engineering, telecommunications, computer engineering, information technology, or related field.
2. **Five (5) years minimum** telecommunications/ network engineering experience.
3. **Three (3) years minimum, within the last five (5) years,** experience with IP networks, wireless, LMR, or public-safety communications as follows:
   - Experience with geographically distributed networks.
   - P25/LMR experience.
   - Experience with deploying and troubleshooting LAN/WAN, L2/L3 VPNs, MPLS IP Routing Protocols (RIPV2, OSPF, EIGRP, & BGP), including the routers switches, and firewalls throughout the network.
   - Experience maintaining Windows Server 2016 or later.

REAL ESTATE AND SITE COMPLIANCE MANAGER

1. Bachelor's degree in real estate, business, planning, public administration, law, or related field.

2. **Eight (8) years minimum** real-estate experience.
3. **Five (5) years minimum, within the last eight (8) years,** telecommunications, utility, governmental, commercial, or infrastructure real-estate experience as follows:
   - Experience negotiating leases, licenses, easements, Rights of Entry (ROE), and Site Access Agreements (SAA).

RADIO PROGRAMMER

1. **Five (5) years minimum** professional radio programming experience as follows:
   - Experience programming public-safety LMR radios.
   - P25 trunked and conventional experience.
   - FCC and P25 standards knowledge.
   - Encryption management experience.
   - AES encryption experience is required.

GRANTS AND BUDGET ANALYST

OPTION 1:

Bachelor's degree in finance, accounting, business administration, public administration, economics, public policy, or a related discipline – **AND - Ten (10) years minimum** professional experience in grant administration, governmental budgeting, financial analysis, accounting, fiscal management, or a related field.

OR

OPTION 2:

Associates degree in finance, accounting, business administration, public administration, economics, public policy, or a related discipline – **AND** – **Fifteen (15) years minimum** professional experience in grant administration, governmental budgeting, financial analysis, accounting, fiscal management, or a related field.

CYBERSECURITY SERVICES MANAGER

1. **Seven (7) years minimum** experience providing cybersecurity, network security, or information security services specifically within

mission-critical public safety communications, government, utility, or comparable critical infrastructure environments.
2. **P25 Infrastructure Security:** Demonstrated experience securing P25 Land Mobile Radio (LMR) systems or comparable mission-critical voice networks, with deep technical knowledge of IP-based radio infrastructure, Network Management Systems (NMS), ISSI/CSSI interfaces, and broadband gateways.
3. **Network and Access Defense:** Extensive experience implementing and administering enterprise firewalls, strict network segmentation, intrusion detection/prevention systems (IDS/IPS), secure remote-access protocols, multi-factor authentication (MFA), and role-based privileged-access controls.
4. **Vulnerability and Incident Management:** Hands-on experience performing cybersecurity risk assessments, continuous security monitoring, vulnerability scanning, patch management, and immediate incident response mitigation.
5. **High-Availability Operations:** Demonstrated ability to protect highly available, zero-downtime systems, including coordinating complex security remediations and patches to completely avoid disruption to active public safety operations.
6. **Availability:** Ability to provide off duty response when there is a critical, urgent cybersecurity issue, such as a cyber attack event.
7. **Technical Writing:** Exceptional written communication skills to document vulnerabilities, system risks, configuration audits, and corrective action plans for both high-level Authority management and technical personnel.

STAKEHOLDER ENGAGEMENT AND OUTREACH MANAGER

1. Bachelor's degree in communications, public administration, public relations, business administration, political science, emergency management, public safety, telecommunications, or a related discipline.
2. **Seven (7) years minimum** professional experience in stakeholder relations, governmental affairs, public outreach, public information, intergovernmental relations, public

safety, communications, or a related field as follows:

- Experience working with governmental agencies, public safety agencies, or other public-sector organizations.
- Experience coordinating with executive management, public safety leadership, elected offices, governmental representatives, and technical personnel.
- Experience with conducting agency outreach, stakeholder engagement, presentations, preparing informational briefings/fact sheets, briefing documents, professional presentations, and reports.

ADMINISTRATIVE ASSISTANT/ PROJECT COORDINATOR

1. **Three (3) years minimum** administrative/project coordination experience with the following:
   - Experience supporting engineering, construction, telecommunications, or government projects.
   - Proficiency with Microsoft Office, Teams, SharePoint, Adobe Acrobat, and electronic document-management systems.
   - Strong written and verbal communication skills.

Additionally, in the comprehensive description of relevant background experience for **each Key Personnel candidate**, Proposer must clearly distinguish between:

- Experience personally performed by the proposed individual; and

- Experience attributable to the Proposer's firm, parent company, affiliate, or other personnel.

Only experience **personally performed by the proposed individual** will be credited toward the individual's Key Personnel experience.

c. **Comparable Project Experience**

For **each Key Personnel candidate**, the Proposer must provide a minimum of **three (3)** comparable

projects demonstrating the individual's relevant experience.

Each project description must identify the following:

- Client
- Project name
- Location
- Project value
- Project duration
- Number of sites
- System type
- Scope of work
- Individual's role
- Individual's specific responsibilities
- Technologies involved
- Number of participating agencies, where applicable
- Major challenges
- Major accomplishments

The Authority may grant higher evaluation scores for work on projects that are directly comparable to the Authority's regional public-safety communications program.

d. **Key Personnel Availability Statement**

The Proposer must provide a detailed commitment and availability statement for **each Key Personnel candidate**.

The statement must identify the following:

- Current employer
- Current position
- Proposed position under the resultant Agreement
- Anticipated start date
- Anticipated percentage of time committed to the Authority under the resultant Agreement
- Anticipated average monthly hours
- Other significant projects to which the individual is assigned
- Expected duration of availability
- Geographic location from which services will be performed
- Ability to attend Authority meetings in person when required

- Ability to perform field work, as may be needed
- Ability to respond to urgent or emergency assignments
- Proposed backup personnel

The Proposer must specifically identify **any Key Personnel candidates** who are:

- Shared among multiple clients
- Shared among multiple contracts
- Employees of a Subconsultant
- Subject to another firm's approval before assignment
- Not currently available for full assignment to the Authority

e. **Attachment 7 (Key Personnel Commitment and Availability Form)**

Proposer must have **each Key Personnel candidate** complete and sign a Key Personnel Commitment and Availability Form (Attachment 7) contained in Appendix 2 (Required Forms) and must submit each signed form under Section B.2 (Proposer's Key Personnel Qualifications and Experience) of Proposer's Business Proposal.

By signing the form, the individual acknowledges the following:

- The individual has been proposed for the identified Key Personnel position.
- The individual has reviewed the general scope of work identified in Exhibit A (Scope of Work) and responsibilities associated with the Key Personnel position the individual is being proposed for.
- The individual is aware that the individual's qualifications and experience may be considered in the evaluation of the proposal.
- The anticipated level of commitment.
- The anticipated availability.
- The individual's current employer and employment status.

- Any known restrictions on availability.
- The individual's willingness to perform the proposed Key Personnel role, subject to any resultant contract award.
- The Consultant may not replace the individual following any resultant contract award without complying with Section E.4 (Key Personnel Continuity and Replacement) of Exhibit A (Scope of Work).

The signed form shall not constitute an employment contract or be misconstrued as a guarantee of employment. Further, signing the Key Personnel Commitment and Availability Form shall not obligate the individual to accept employment or assignment if circumstances materially change prior to any resultant contract award.

The purpose of the form is to verify the proposed individual's awareness of the assignment and the level of commitment represented in the proposal.

f. Contractual Inclusion of Proposed Key Personnel

By submitting a proposal in response to this RFP, Proposer acknowledges that if awarded the resultant Agreement, that all Key Personnel candidates identified in the proposal will be incorporated into the resultant Agreement and shall constitute the resultant Consultant's approved Key Personnel for purposes of resultant contract performance.

The qualifications, experience, availability, proposed responsibilities, and level of commitment represented in the Proposer's proposal as it relates to **each Key Personnel candidate** will be considered representations upon which the Authority may take into consideration when awarding the resultant Agreement.

Following execution of the resultant Agreement, the resultant Consultant will provide the approved Key Personnel candidates in accordance with Section E (Consultant Staffing), in particular Section E.1 (Staffing Plan) of Exhibit A (Scope of Work), which will be subject to the subject to the

Key Personnel replacement provisions set forth in Section E.4 (Key Personnel Continuity and Replacement) of Exhibit A (Scope of Work).

g. **Key Personnel Representation**

The Proposer represents that the information provided concerning Key Personnel qualifications, experience, availability, and proposed level of commitment is accurate and complete to the best of the Proposer's knowledge as of the proposal submission date.

The Proposer shall not materially misrepresent the availability, qualifications, role, or prior experience of any proposed Key Personnel.

The Proposer shall promptly notify the Authority if, prior to contract execution if awarded the resultant Agreement, a proposed Key Personnel candidate becomes unavailable or materially changes employment status or availability.

The Authority reserves the right to reconsider the Proposer's selection if a material change in the availability or composition of the proposed Key Personnel occurs prior to contract execution if awarded the resultant contract.

8.5.4.3 Proposer's List of References (Section B.3)

a. **All References**

As part of the overall Proposer's Qualifications, Proposer will be evaluated on the verification of references for the **Proposer and its Key Personnel candidates** provided in Attachment 8 (List of References) contained in Appendix 2 (Required Forms). In addition to the references provided, a review will include the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County, Authority, or other contracts.

b. **Proposers' References**

Proposer must provide **three (3) references for the Proposer** in Attachment 8 (List of References)

contained in Appendix 2 (Required Forms) for the Proposer where the Proposer provided same or similar scope of services as set forth in the Exhibit A (Scope of Work) to validate and demonstrate that the Proposer has the requisite background and experience necessary to perform the scope of services described in this RFP.

c. **Key Personnel Candidate References**

Proposer must provide **three (3) references for EACH of Proposer's Key Personnel candidates listed below** in Attachment 8 (List of References) contained in Appendix 2 (Required Forms) to validate and demonstrate Proposer's Key Personnel candidates have the requisite background and experience necessary to perform the scope of services described in Exhibit A (Scope of Work) of Appendix 1 (Sample Agreement). The Key Personnel candidates that require three (3) references are as follows:

- ✓ Program Director
- ✓ Project Manager
- ✓ Telecom/Network Engineer
- ✓ Real Estate and Site Compliance Manager
- ✓ Cybersecurity Services Manager
- ✓ Stakeholder Engagement Outreach Manager
- ✓ Radio Programmer

d. Proposer may provide one (1) alternate reference for Proposer's References and one (1) alternative for Proposer's Key Personnel candidates in the event that a reference is non-responsive.

e. Proposer must complete Attachment 8 (List of References) contained in Appendix 2 (Required Forms) and submit the completed form in Section B.3 (Proposer's List of References) of Proposer's Business Proposal.

f. It is the Proposer's sole responsibility to ensure that information provided for each reference is accurate. The Authority may, in its sole discretion, disqualify a Proposer as non-responsive and/or non-responsible if:

- References fail to substantiate Proposer's description of the services provided or fail to

substantiate Key Personnel candidate's experience; or

- References fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel; or

- The Authority is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact of normal working hours.

8.5.4.4 Proposer's Public Safety LMR/P25 and Telecommunications Experience (Section B.4)

Due to the fact the Authority's principal mission involves regional public-safety communications, the Authority may give higher evaluation scores for demonstrated experience in the following areas:

a. **LMR/P25**

- P25 Phase 1 and Phase 2
- Trunked LMR
- Conventional LMR
- RF infrastructure
- Subscriber equipment
- Dispatch systems
- Interoperability
- ISSI
- CSSI
- Encryption
- Radio programming
- Coverage analysis
- System acceptance

b. **Telecommunications**

- IP networking
- Microwave
- Fiber optics
- Ethernet
- Network routing and switching
- Network management
- Redundancy
- Resiliency
- Synchronization
- Network monitoring
- Cybersecurity

c. **Infrastructure**

- Communications towers
- Antenna systems
- Transmission lines
- Equipment shelters
- Generators
- DC power
- HVAC
- Grounding
- Lightning protection
- Site security
- Fire protection
- Remote-site infrastructure

d. **Systems Integration**

The Authority may give higher evaluation scores to Proposers demonstrating experience integrating LMR with:

- IP networks
- Dispatch consoles
- CAD systems
- Recording systems
- GIS
- Broadband systems
- Microwave
- Fiber
- Emergency communications systems
- Other public-safety technology platforms

8.5.4.5. Proposer's Debarment History and List of Terminated Contracts (Section B.5)

The Authority will conduct a review of Proposer's terminated contracts and debarment history. Proposer must include contracts terminated within the past three (3) years with a reason for termination in Attachment 9 (Debarment History and List of Terminated Contracts) contained in Appendix 2 (Required Forms). Proposer must complete Attachment 9 (Debarment History and List of Terminated Contracts) and submit the completed form in Section B.5 (Proposer's Debarment History and List of Terminated Contracts) of Proposer's Business Proposal.

8.5.4.6 Proposer's Financial Capability (Section B.6)

The Authority will conduct a review of Proposer's financial capability. Proposer must provide copies of the company's most current and prior **two (2) completed consecutive** fiscal years financial statements. Statements should include the company's assets, liabilities and net worth and at a minimum should include the **Balance Sheet, Statement of Income, Statement of Cash Flows, and Statement of Changes in Equity**. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

Proposer must provide the requested financial statement and submit them under Section B.6 (Proposer's Financial Capability) of Proposer's Business Proposal.

8.5.4.7 Proposer's Pending Litigation and Judgments (Section B.7)

The Authority will conduct a review of Proposer's pending litigation and judgements. Proposer must identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Additionally, Proposer must provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

Proposer's detailed listing of any pending litigation and judgements as required herein must submitted in Section B.7 (Proposer's Pending Litigation and Judgements) of Proposer's Business Proposal.

8.5.5 Proposer's Understanding of the Authority's Requirements and Technical Approach (Section C) (10%)

The Proposer shall demonstrate a clear understanding of the Authority's operational, technical, contractual, and program-management requirements and needs.

The Authority may evaluate the extent to which the Proposer demonstrates understanding of:

- The Authority's regional public-safety mission
- The operational importance of the LMR System
- Multi-agency interoperability
- P25 technology
- Existing system infrastructure
- Network and telecommunications dependencies
- Remote and geographically dispersed communications sites
- Construction and site-development requirements
- Environmental and regulatory requirements
- Real-estate and site-control requirements
- System integration and acceptance
- Contractor and Consultant management
- Project controls
- Risk management
- Emergency and outage response
- Long-term system sustainability
- Coordination with Subscribers and Affiliates.

The Proposer shall identify significant anticipated project challenges and describe its proposed approach to addressing those challenges.

8.5.6 Proposer's Project Management, Quality Control, and Risk Management Approach (Section D) (10%)

The Proposer shall describe in significant detail its comprehensive approach and methodology to managing the Authority's program from a Project Management, Quality Control, and Risk Management perspective as requested herein.

The Authority will evaluate the following:

a. **Project Controls**

The Proposer shall describe its project controls and proposed approach for:

- Scope management
- Schedule management
- Cost management
- Resource management
- Change management
- Deliverable management
- Performance measurement

b. **Risk Management**

The Proposer shall describe its methodology for identifying, analyzing, monitoring, and mitigating project risks.

The Authority may grant higher evaluation scores for risks associated with:

- System reliability
- Public safety
- Remote sites
- Severe weather
- Wildfire
- Power
- Tower infrastructure
- Supply chain
- Contractor performance
- Real estate
- Environmental compliance
- Permitting
- Technology obsolescence
- Network availability
- System integration
- Schedule

c. **Quality Management**

The Proposer shall describe its Quality Assurance/Quality Control procedures for:

- Engineering
- Construction
- Technical deliverables
- Cost estimates
- Schedules
- Contractor work
- Testing
- Acceptance
- Project documentation

8.5.7 Exceptions to Terms and Conditions of Agreement and/or Requirements of Scope of Work and Exhibits (Section E)

8.5.7.1 It is the duty of every Proposer to thoroughly review the Agreement and the Scope of Work to ensure compliance with all terms, conditions, and requirements.

Proposer will be reviewed on their willingness to accept the terms and conditions outlined in Appendix 1 (Sample Agreement) and the requirements of the Scope of Work outlined in Exhibit A (Scope of Work) and other Exhibits attached to Appendix 1 (Sample Agreement).

It is the Authority's expectation that in submitting a proposal the Proposers will accept, as stated, the Authority's terms and conditions in the Agreement and the Authority's requirements in the Scope of Work. However, Proposers are provided the opportunity to take exceptions to the Authority's terms, conditions, and requirements. The Authority may, in its sole discretion, disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

Proposers are further notified that the Authority may, in its sole determination, disqualify any Proposer with whom the Authority cannot satisfactorily negotiate a contract.

8.5.7.2 Section E of Proposer's response must include:

a. A statement offering the Proposer's acceptance of, or exceptions to, all terms and conditions listed in Appendix 1 (Sample Agreement).

b. A statement offering the Proposer's acceptance of, or exceptions to all requirements listed in Exhibit A (Scope of Work) and other Exhibits attached to Appendix 1 (Sample Agreement); and for each exception, the Proposer must provide (1) an explanation of the reason(s) for the exception; (2) the proposed alternative language; and (3) a description of the impact, if any, to the Proposer's price.

8.5.7.3 Proposer must indicate all exceptions to the Agreement and/or the Scope of Work providing a 'red-lined' Word version of the language in question. The Authority relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the Authority's sole discretion, from later making such exceptions.

The Authority reserves the right to make changes to the Agreement and its appendices and exhibits at its sole discretion.

8.5.8 Business Proposal Required Forms (Section F)

Proposer must include all completed, signed, and dated forms identified in Appendix 2 (Required Forms) in Section F of its Business Proposal **unless otherwise requested to be submitted under a specific Section of Proposer's Business Proposal**.

Attachment 1	Certification of Compliance
Attachment 2	Organization Questionnaire/Affidavit
Attachment 3	Contribution and Agent Declaration Form
Attachment 4	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions (C.F.R. Part 76)
Attachment 5	Minimum Mandatory Requirements Submit Attachment 5 under Section B.1 (Proposer's Relevant Experience and Qualifications) of Proposer's Business Proposal as requested.
Attachment 6	List of Public Entities Submit Attachment 6 under Section B.1 (Proposer's Relevant Experience and Qualifications) of Proposer's Business Proposal as requested.
Attachment 7	Key Personnel Commitment and Availability Form Submit Attachment 7 for each of Proposer's Key Personnel candidates under Section B.2 (Proposer's Key Personnel Qualifications and Experience) of Proposer's Business Proposal as requested.
Attachment 8	List of References Submit Attachment 8 under Section B.3 (Proposer's List of References) of Proposer's Business Proposal as requested.

Attachment 9	Debarment History and List of Terminated Contracts Submit Attachment 9 under Section B.5 (Proposer's Debarment History and List of Terminated Contracts) of Proposer's Business Proposal as requested.
Attachment 10	Schedule of Prices Submit Attachment 10 as part of Proposer's Cost Proposal pursuant to Section 8.6 (Cost Proposal Requirements and Evaluation) as requested.
Attachment 11	Declaration

8.5.9 Corporate Documents (Section G)

a. **Corporations or Limited Liability Company (LLC)**

The Proposer must submit the following documentation as part of the Business Proposal:

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

b. **Limited Partnership**

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

8.5.10 Proof of Insurability (Section H)

Proposer must provide proof of insurability that meets all insurance requirements set forth in Section 29 (General Provisions for all Insurance Coverage) and Section 30 (Insurance Coverage) described in Appendix 1 (Sample Agreement). If a Proposer does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Proposer be awarded the resultant Agreement may be submitted under Section H (Proof of Insurability) of Proposer's Business Proposal.

8.6 COST PROPOSAL REQUIREMENTS AND EVALUATION (20%)

Proposer must submit a Cost Proposal. The content and sequence of the Cost Proposal must be as follows:

COST PROPOSAL FORMAT

8.6.1 Cover Page

Cover Page must identify, at a minimum, Cost Proposal, the RFP title, RFP number, and the Proposer's name.

8.6.2 Pricing Schedule

Proposer shall complete and submit Attachment 10 (Schedule of Prices) contained in Appendix 2 (Required Forms) as part of its Cost Proposal.

The lowest hourly rate for each Key Personnel position will receive the full points available for that position, with all other proposals scored proportionally. The total price points for each Proposer will be determined by adding all points for each Key Personnel position. Notwithstanding the foregoing, the Authority reserves the right to negotiate all pricing submitted in Attachment 10 (Schedule of Prices).

8.7 FIRM OFFER-WITHDRAWAL OF PROPOSAL

Until the proposal submission deadline, errors in proposals may be corrected by a request in writing to withdraw the proposal and by submission of another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

8.8 PROPOSAL SUBMISSION

8.8.1 **Business Proposal and Cost Proposal** – The Business Proposal and Cost Proposal must be submitted as follows:

a. One (1) Original Business Proposal and Original Cost Proposal clearly marked "ORIGINAL."

b. Three (3) copies of the Business Proposal and Cost Proposal clearly marked "COPY."

c. One (1) digital copy of the Business Proposal and Cost Proposal in their entirety in Adobe Portable Document Format

(PDF) (One (1) PDF File for the Business Proposal and one (1) PDF the Cost Proposal) on a USB drive.

The Business Proposal and Cost Proposal (Original, Copies, and USB drive) must be submitted in a sealed envelope or box, with the name and address of the Proposer and reference the solicitation as follows:

"BUSINESS PROPOSAL AND COST PROPOSAL FOR TELECOMMUNICATIONS PROJECT MANAGEMENT AND GENERAL CONSULTING SERVICES (RFP NO. LA-RICS 031)"

8.8.2 The Business Proposal and Cost Proposal must be delivered or mailed to:

LA-RICS AUTHORITY
ATTENTION: JEANETTE ARISMENDEZ
2525 CORPORATE PLACE, SUITE 200
MONTEREY PARK, CA 91754

8.8.3 Proposers must also include a redacted Business Proposal in searchable Adobe PDF, with all confidential, proprietary and trade secret information redacted, as part of its proposal submission. Proposers must specifically redact only those parts of the Business Proposal that are actual trade secrets, confidential, or proprietary in nature. Blanket or categorical redactions and/or statements of confidentiality, or the marking of each page of the proposal as "Trade Secret," "Confidential," or "Proprietary," are not acceptable, and will be rejected in the sole discretion of the Authority.

8.8.4 It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission deadline. Submitting Proposers will bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any proposals received after the scheduled closing date and time for receipt of proposals, as listed in Section 1.0 (Solicitation Information and Minimum Mandatory Requirements), will not be accepted.

8.8.5 All proposals will be firm offers and may not be withdrawn for a period of one hundred eighty (180) days following the last day to submit proposals.

9.0 SELECTION PROCESS OVERVIEW

9.1 ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS (PASS-FAIL)

The Authority will confirm and review the following, inclusive of certain forms completed and submitted as part of Proposer's proposal, to determine if the Proposer, or its proposed candidate, meet the Minimum Mandatory Requirements as outlined in Section 5.0 (Minimum Mandatory Requirements) of this RFP:

- ✓ Business and Cost Proposals were submitted prior to the proposal submission deadline outlined in Section 1.0 (Solicitation Information and Minimum Mandatory Requirements)
- ✓ Proposer attended the Mandatory Proposers' Conference
- ✓ Proposer submitted Attachment 5 (Minimum Mandatory Requirements) contained in Appendix 2 (Required Forms)

Failure of the Proposer to comply with the Minimum Mandatory Requirements may eliminate its proposal from any further consideration. The Authority may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

9.2 SELECTION PROCESS

The Authority reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate, and select the successful proposal(s). The selection process will begin with receipt of the proposal on the date outlined in Section 1.0 (Solicitation Information and Minimum Mandatory Requirements).

Evaluation of the proposals will be made by an Evaluation Committee selected by the Authority. The Evaluation Committee will evaluate the proposals and will use the evaluation approach described in this RFP to select a prospective Contractor.

9.3 EVALUATION OF BUSINESS AND COST PROPOSALS

All proposals will be evaluated based on the criteria listed in Section 8.0 (Business Proposal and Cost Proposal Requirements and Evaluation) and will be scored and ranked in numerical sequence from high to low. The Authority may also, in its sole discretion, invite Proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. In the event a verbal presentation and/or site visits are necessary, such activities will be carried out in a structured manner as determined by the Authority. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation and may utilize the information gathered from the verbal presentation and/or site visits, if any, when evaluating Proposer.

9.4 DETERMINATION OF HIGHEST-OVERALL RATED PROPOSER

The Authority will combine each Proposer's business and cost proposal evaluation score to arrive at a total cumulative (or "final") score, which will be used to determine and select the highest-overall rated Proposer.

After a prospective Consultant has been selected, the Authority and the prospective Consultant(s) will negotiate a contract for submission to the LA-RICS Board of Directors for its consideration and possible approval. If a satisfactory contract cannot be negotiated, the Authority may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal, as determined by the Authority.

The recommendation to award a contract will not bind the LA-RICS Board of Directors to award a contract to the prospective Consultant.

The Authority retains the right to select a proposal other than the proposal receiving the highest number of points if the Authority determines, in its sole discretion, another proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the Authority.

10.0 PROTEST PROCESS OVERVIEW

10.1 SOLICITATION REQUIREMENTS REVIEW

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix 3 (Solicitation Requirements Review (SRR) Request) to the Authority. A request for a SRR may be denied, in the Authority's sole discretion, if the request does not satisfy all the following criteria:

10.1.1 The request is made within the time frame identified in the solicitation document;

10.1.2 The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a proposal.

10.1.3 The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

10.1.4 The request asserts either that:

10.1.4.1 application of the Minimum Mandatory Requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,

10.1.4.2 due to unclear instructions, the process may result in the Authority not receiving the best possible responses from prospective Proposers.

The SRR will be completed, and the Authority's determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

10.2 DISQUALIFICATION REVIEW

A proposal may be disqualified from consideration because the Authority determined it was non-responsive at any time during the review/evaluation process. If the Authority determines that a proposal is disqualified due to non-responsiveness, the Authority will notify the Proposer in writing.

Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Authority's sole discretion, be denied if the request does not satisfy all of the following criteria:

10.2.1 The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and

10.2.2 The request for a Disqualification Review asserts that the Authority's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review must be completed, and the determination will be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

Proposer can also be disqualified for Section 7.6 (Determination of Proposer Responsibility).

10.3 AUTHORITY'S PROPOSED CONTRACTOR SELECTION REVIEW

10.3.1 Authority's Debriefing Process

Upon completion of the evaluation, the Authority will notify the remaining Proposers in writing that the Authority is entering negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a

Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Authority's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer will be debriefed only on its response. Because contract negotiations are not yet complete, responses from other Proposers will not be discussed, although the Authority may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Authority will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Authority of its intent to request a Proposed Contractor Selection Review (see Section 10.3.2 Proposed Contractor Selection Review), if the requesting Proposer is not satisfied with the results of the Debriefing.

10.3.2 Proposed Contractor Selection Review

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Section may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as will be specified by the Authority.

A request for a Proposed Contractor Selection Review may, in the Authority's sole discretion, be denied if the request does not satisfy all of the following criteria:

10.3.2.1 The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Authority);

10.3.2.2 The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:

a. The Authority materially failed to follow procedures specified in its solicitation document. This includes:

- ✓ Failure to correctly apply the standards for reviewing the proposal format requirements.
- ✓ Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating

the proposals as specified in the solicitation document.

- ✓ Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.

b. The Authority made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended Contractor.

c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.

d. Another basis for review as provided by state or federal law; and

10.3.2.3 The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Authority's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Authority representative will issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the LA-RICS Board of Directors. The written decision will additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review (See Section 10.4 (Authority Independent Review) below).

10.4 AUTHORITY INDEPENDENT REVIEW

Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for an Authority Independent Review in the manner and timeframe specified by the Authority in the Authority's written decision regarding the Proposed Contractor Selection Review. Proposers that request a Authority Independent Review may not add new assertions or documentation to the assertions presented in their Proposed Contractor Selection Review. Any new assertions or documentation submitted by Proposer will not be considered or reviewed.

A request for an Authority Independent Review may, in the Authority's sole discretion, be denied if the request does not satisfy all of the following criteria:

10.4.1 The request for an Authority Independent Review is submitted timely (i.e., by the date and time specified by the Authority); and

10.4.2 The person or entity requesting review by an Authority Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in Section 10.3.2 (Proposed Contractor Selection Review) above.

Upon completion of the Authority Independent Review, the Reviewer will forward the report to the Authority, which will provide a copy to the Proposer.

SAMPLE AGREEMENT

BY AND BETWEEN

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS)

AND

(CONSULTANT)

FOR

TELECOMMUNICATION PROJECT MANAGEMENT AND GENERAL CONSULTING SERVICES

SAMPLE AGREEMENT
TELECOMMUNICATION PROJECT MANAGEMENT AND GENERAL CONSULTING SERVICES

TABLE OF CONTENTS

SECTION PAGE

RECITALS 1
1. APPLICABLE DOCUMENTS 1
2. DEFINITIONS 2
3. WORK 3
4. TERM OF CONTRACT 3
5. CONTRACT SUM 3
6. ADMINISTRATION OF CONTRACT – AUTHORITY 7
7. ADMINISTRATION OF CONTRACT – CONSULTANT 8
8. AMENDMENTS 10
9. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS 11
10. AUTHORIZATION WARRANTY 11
11. BUDGET REDUCTIONS 11
12. COMPLAINTS 12
13. COMPLIANCE WITH APPLICABLE LAWS 12
14. COMPLIANCE WITH CIVIL RIGHTS LAWS 13
15. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM 14
16. CONFLICT OF INTEREST 15
17. CONSULTANT RESPONSIBILITY AND DEBARMENT 15
18. CONSULTANT'S ACKNOWLEDGEMENT AND NOTICE TO ITS EMPLOYEES OF THE SAFELY SURRENDERED BABY LAW 18
19. CONSULTANT'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM 18
20. AUTHORITY'S QUALITY ASSURANCE PROGRAM 19
21. DAMAGE TO AUTHORITY OR COUNTY FACILITIES, BUILDINGS OR GROUNDS 19
22. EMPLOYMENT ELIGIBILITY VERIFICATION 19

SECTION **PAGE**

23. COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS 20
24. FAIR LABOR STANDARDS 20
25. FORCE MAJEURE 20
26. GOVERNING LAW, JURISDICTION, AND VENUE 21
27. INDEPENDENT CONSULTANT STATUS 21
28. INDEMNIFICATION 22
29. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE 22
30. INSURANCE COVERAGE 26
31. LIQUIDATED DAMAGES 27
32. MOST FAVORED PUBLIC ENTITY 28
33. NONDISCRIMINATION AND AFFIRMATIVE ACTION 28
34. NON EXCLUSIVITY 30
35. NOTICE OF DELAYS 30
36. NOTICE OF DISPUTES 30
37. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT 30
38. NOTICES 30
39. PROHIBITION AGAINST INDUCEMENT OR PERSUASION 31
40. PUBLIC RECORDS ACT 31
41. PUBLICITY 31
42. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT 32
43. RECYCLED BOND PAPER 33
44. SUBCONTRACTING 33
45. TERMINATION/SUSPENSION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM 34
46. TERMINATION FOR CONVENIENCE 34
47. TERMINATION FOR DEFAULT 35
48. TERMINATION FOR IMPROPER CONSIDERATION 36
49. TERMINATION FOR INSOLVENCY 36

SECTION **PAGE**

50. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE 37
51. TERMINATION FOR NON-APPROPRIATION OF FUNDS 37
52. VALIDITY 37
53. WAIVER 38
54. WARRANTY AGAINST CONTINGENT FEES 38
55. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM 38
56. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM 38
57. TIME OFF FOR VOTING 39
58. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING 39
59. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES 39
60. COMPLIANCE WITH COUNTY POLICY OF EQUITY 39
61. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S) 40
62. INJURY AND ILLNESS PREVENTION PROGRAM 40
63. CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING 40
64. INFORMATION SECURITY AND PRIVACY REQUIREMENTS 40
65. COMPLIANCE WITH COUNTY'S WOMEN IN TECHNOLOGY HIRING INITIATIVE 41
66. SURVIVAL 41
SIGNATURES 42

CONTRACT EXHIBITS

EXHIBIT A SCOPE OF WORK
EXHIBIT B AGREEMENT BUDGET
EXHIBIT C RATE SCHEDULE
EXHIBIT D INFORMATION SECURITY AND PRIVACY REQUIREMENTS
EXHIBIT E CONSULTANT ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT
EXHIBIT F AUTHORITY'S ADMINISTRATION
EXHIBIT G CONSULTANT'S ADMINISTRATION
EXHIBIT H LA-RICS WORK ACCEPTANCE CERTIFICATE (WAC)
EXHIBIT I LA-RICS SERVICE REQUEST FORM

SAMPLE AGREEMENT
TELECOMMUNICATIONS PROJECT MANAGEMENT AND GENERAL CONSULTING SERVICES

This Contract and Exhibits made and entered into this _____ day of _____, 2027 by and between the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority), hereinafter referred to as the Authority, and _____, hereinafter referred to as Consultant.

RECITALS

WHEREAS, the Authority desires to contract with Consultant for the performance of Project Management and General Consulting Services as described in Exhibit A (Scope of Work) attached hereto and incorporated herein by this reference.

WHEREAS, the Consultant is a private firm specializing in providing Project Management and General Consulting Services and wishes to enter into this Contract.

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 I 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 Contract and then to the Exhibits according to the following priority.

EXHIBITS:

Exhibit A	Scope of Work
Exhibit B	Agreement Budget
Exhibit C	Rate Schedule
Exhibit D	Information Security and Privacy Requirements
Exhibit E	Consultant Acknowledgement, Confidentiality, and Copyright Assignment Agreement
Exhibit F	Authority's Administration
Exhibit G	Consultant's Administration
Exhibit H	LA-RICS Work Acceptance Certificate (WAC)
Exhibit I	LA-RICS Service Request Form

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless

an Amendment is prepared pursuant to Section 8 (Amendments) and signed by both parties.

2. 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 will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 "Acceptance" means the LA-RICS Authority's Board of Directors or the Authority's Executive Director's acceptance of the work.

2.2 "Agreement/Contract" means the Agreement, which has been executed by the Consultant and the Authority.

2.3 "Authority's Contract Manager" means the individual who will oversee the Consultant's work pursuant to Exhibit A (Scope of Work).

2.4 "Award of Contract" means the date the LA-RICS Joint Powers Authority (JPA) Board of Directors awards the construction Contract to the Consultant.

2.5 "Awarding Entity/Authority" means the Authority.

2.6 "Board of Directors" means the LA-RICS JPA Board of Directors.

2.7 "Consultant/Contractor" means the Consultant awarded the Agreement by the LA-RICS Board of Directors.

2.8 "County" means the County of Los Angeles, California.

2.9 "Day" means calendar day unless otherwise specified.

2.10 "Executive Director" means the Executive Director of the LA-RICS Authority or his authorized representative.

2.11 "Fiscal Year" means the twelve (12) month period beginning July 1st and ending the following June 30th.

2.12 "LA-RICS Authority" or "Authority" means the Los Angeles Regional Interoperable Communications System Authority, which is a California Joint Powers Authority established under California Government Code Section 6500, et. seq. consisting of representatives from cities, municipalities, the County of Los Angeles and other public agencies in the Los Angeles region.

2.13 "Notice to Proceed" means the date the Executive Director authorizes the Consultant to proceed with the Contract work.

2.14 "Work" means the tasks, duties, responsibilities, work set forth in this Agreement and Exhibits, including but not limited to Exhibit A (Scope of Work) and includes all other labor, materials, equipment, and services provided or to be provided by the Consultant to fulfill the Consultant's obligations.

3. WORK

3.1 Pursuant to the provisions of this Contract, the Consultant must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth herein.

3.2 The scope of work shall be as outlined in Exhibit A (Scope of Work). No work shall commence on this project until a written Notice to Proceed (NTP) is issued by the Authority. The Authority does not guarantee or promise that any work will be assigned to Consultant under this Agreement until a written NTP is issued by the Authority. Consultant is also referred to herein as Contractor.

3.3 If the Consultant provides any tasks, deliverables, goods, 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 Consultant, and the Consultant will have no claim whatsoever against the Authority.

4. TERM OF CONTRACT

4.1 The term of this Contract will be for three (3) years commencing on the date of execution of the Contract by both parties.

4.2 The Authority will have the sole option to extend this Contract term for up to two (2) additional one-year renewal options, for a maximum total Contract term of five (5) years. Each such option and extension will be exercised at the sole discretion of the Authority, and will be memorialized in an Amendment that Contractor must sign once exercised by the Authority.

4.3 The County maintains a database that tracks/monitors Consultant performance history, which the Authority utilizes. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future Authority contract or extension option.

4.4 The Consultant must notify Authority when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Consultant must send written notification to the Authority at the address provided in Exhibit F (Authority's Administration).

5. CONTRACT SUM

5.1 Total Maximum Contract Sum

The Total Maximum Contract Sum under this contract will be the total monetary amount payable by Authority to the Consultant for supplying all the tasks, deliverables, goods, services and other work specified under Exhibit A (Scope of Work) and in this Contract. Consultant will provide services at the rates identified in Exhibit C (Rate Schedule), unless

otherwise approved by the Authority via a Service Request, but shall not exceed the Total Maximum Contract Sum set forth in Exhibit B (Agreement Budget).

5.2 Written Approval for Reimbursement

The Consultant 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 Consultant's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Consultant, 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 Authority's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Consultant must maintain a system of record keeping that will allow the Consultant to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Consultant must send written notification to the Authority at the address herein provided in Exhibit F (Authority's Administration).

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

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

5.5 Invoices and Payments

5.5.1 The Consultant is required to obtain the Authority's Acceptance of all tasks, deliverables, goods, services, and other work specified in Exhibit A (Scope of Work) by way of Exhibit H (LA-RICS Work Acceptance Certificate [WAC]), which shall be signed by the Authority's Contract Manager set forth in Exhibit A (Scope of Work). The Consultant must invoice the Authority only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Scope of Work) and elsewhere hereunder and provide information that describes the work performed. The Consultant must prepare invoices, which will include the charges owed to the Consultant by the

Authority under the terms of this Agreement, and be accompanied by a WAC.

5.5.2 The Consultant's payments will be as provided pursuant to Section 5.1 (Total Maximum Contract Sum) to this Agreement, and the Consultant will be paid only for the tasks, deliverables, goods, services, work hours and facility and other work authorized in writing by way of issuance of a Notice to Proceed (NTP) by the Authority. If the Authority does not approve work in writing, no payment will be due to the Consultant for that work.

5.5.3 The Consultant must submit the monthly invoices to the Authority by the 15th calendar day of the month following the month of service.

5.5.4 All invoices under this Agreement must be submitted via email to the LA-RICS Authority Fiscal Officer at Gina.Samy@la-rics.org or Virgina.Weaver@la-rics.org or mail to:

LA-RICS Authority
Attention: Fiscal
2525 Corporate Place, Suite 200
Monterey Park, CA 91754

5.6 Authority Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the Authority's Contract Manager, by way of a WAC, prior to any payment thereof. In no event will the Authority be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.7 Unresolved Disallowed Costs

Consultant must not invoice the Authority for disallowed costs under the Contract. Correspondingly, the Consultant must not have unresolved disallowed costs in excess of One Hundred Thousand Dollars ($100,000) that have been confirmed as disallowed costs by the Authority and remain unpaid for a period of six (6) months or more from the date of a County Auditor-Controller (A-C) Report. Unless such disallowed costs are the subject of current good faith negotiations, as determined in the sole discretion of the Authority, non-compliance by Consultant regarding this provision will constitute a material breach of Contract and may result in termination for default, in addition to any other remedies available to the Authority. Further, if Consultant has been determined to have unresolved disallowed costs in excess of $100,000 for longer than six (6) months since the date of the A-C Report, they will be disqualified from future Authority solicitations unless such disallowed costs are the subject of good faith

negotiations to resolve the disallowed costs, in the sole opinion of the Authority, or have been resolved.

5.8 Cost of Living Adjustments (COLA's)

If requested by the Consultant prior to the renewal of a contract option year, the Contract amount (hourly, daily, monthly, etc.) for the additional option year periods identified in Section 4 (Term of Contract), in particular Section 4.2, may at the sole discretion of the Authority, 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 commencement anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase will 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. Before any COLA increase may take effect and become part of the contract, it will require a written amendment to the contract first, that has been formally approved and executed by the parties. To request a COLA, Consultant must submit a written request along with appropriate justification to the Contract Analyst identified in Exhibit F (Authority's Administration) sixty (60) days prior to "the contract anniversary date" or "exercising the additional option year periods" identified in Section 4.2.

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

5.9.1 The Authority, 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 Authority will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the County Auditor-Controller (A-C).

5.9.2 The Consultant 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.

5.9.3 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.

5.9.4 At any time during the duration of the contract, a Consultant 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 – AUTHORITY

6.1 Authority's Administration

A listing of all the Authority's Administration referenced in the following Sections are designated in Exhibit F (Authority's Administration). The Authority will notify the Consultant in writing of any changes as they occur.

6.2 Authority's Project Director

Responsibilities of the Authority's Project Director include:

6.2.1 Ensuring that the objectives of this Contract are met; and

6.2.2 Providing direction to the Consultant in the areas relating to Authority policy, information requirements, and procedural requirements.

6.3 Authority's Contract Manager

The responsibilities of the Authority's Contract Manager include:

6.3.1 Meeting with the Consultant's Project Manager on a regular basis and overseeing the day-to-day administration of this Contract; however, in no event will Consultant's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Consultant.

The Authority's Contract 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 Authority in any respect whatsoever.

6.4 Authority's Contract Analyst

The role of the Authority's Contract Analyst is to manage and facilitate the administrative functions of the Contract.

7. ADMINISTRATION OF CONTRACT – CONSULTANT

7.1 Consultant's Administration

A listing of all of Consultant's Administration referenced in the following paragraphs is designated in Exhibit G (Consultant's Administration). The Consultant will notify the Authority in writing of any change as they occur.

7.2 Consultant's Key Personnel

The Consultant's Key Personnel as required pursuant to Section 2 (Key Personnel) within Section E (Consultant Staffing) of Exhibit A (Scope of Work), is designated in Exhibit G (Consultant's Administration).

Refer to Section E (Consultant Staffing) of Exhibit A (Scope of Work) for the entirety of the Consultant requirements as it relates to Consultant Staffing, including Key Personnel.

7.3 Approval of Consultant's Staff

Pursuant to Section 4 (Key Personnel Continuity and Replacement) within Section E (Consultant Staffing) of Exhibit A (Scope of Work), among other things, the Consultant shall maintain the Key Personnel approved by the Authority throughout the Term of the Agreement to the maximum extent possible. Further, Consultant shall not remove, replace, reassign, or materially reduce the availability of Key Personnel without the Authority's prior written approval, except in death, resignation, termination of employment, extended illness, or other circumstances beyond the Consultant's reasonable control.

Refer to Section E (Consultant Staffing) of Exhibit A (Scope of Work) for the entirety of the Consultant requirements as it relates to Consultant Staffing, including Key Personnel.

Nothing in this Section 7 shall prevent the Authority from approving reasonable changes to staffing based upon project requirements, provided that such changes are consistent with the Agreement and approved by the Authority's Contract Manager.

7.4 Background and Security Investigations

7.4.1 Each of Consultant's staff performing services under this Contract who is in a designated sensitive position, as determined by Authority and in the Authority's sole discretion, must undergo and pass a background investigation to the satisfaction of Authority 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 Consultant, regardless if the member of Consultant's staff passes or fails the background investigation.

7.4.2 If a member of Consultant's staff does not pass the background investigation, the Authority may request that the member of Consultant's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. The Authority will not provide to Consultant or to Consultant's staff any information obtained through the Authority's background investigation.

7.4.3 The Authority, in its sole discretion, may immediately deny or terminate facility access to any member of Consultant's staff that does not pass such investigation to the satisfaction of the Authority or whose background or conduct is incompatible with Authority and/or County facility access.

7.4.4 These terms will also apply to Subconsultants of Authority Consultants.

7.4.5 Disqualification of any member of Consultant's staff pursuant to this Section 7.4 will not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.4.6 Additional mandatory regulatory compliance vetting and background clearances is required for the Cybersecurity Services Manager pursuant to Section 2 (Key Personnel), in particular Section 2.8 (Cybersecurity Services Manager) of Exhibit A (Scope of Work).

7.5 Confidentiality

7.5.1 Consultant 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, Authority policies concerning information technology security and the protection of confidential records and information.

7.5.2 Consultant must indemnify, defend, and hold harmless the Authority, its member agencies, subscribers and affiliate users of the LMR System, its directors, its appointed officers, employees, agents, volunteers, trustees, site owners, site lessors, and licensors, 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 Consultant, its officers, employees, agents, or Subconsultants, to comply with this Section, as determined by Authority in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Section will be conducted by Consultant and performed by counsel selected by Consultant and approved by the Authority. Notwithstanding the preceding sentence, the Authority will have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide the Authority with a full and adequate defense, as determined by the Authority, in its sole judgment, Authority will be entitled to retain its own counsel, including, without limitation, Counsel to the Authority, and reimbursement from Consultant for all such costs and expenses incurred by Authority in doing so. Consultant will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the Authority without the Authority's prior written approval.

7.5.3 Consultant must inform all of its officers, employees, agents and subconsultants providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Consultant must sign and adhere to the provisions of Exhibit E (Consultant Acknowledgment, Confidentiality, and Copyright Assignment Agreement).

8. AMENDMENTS

8.1 For any change which affects the scope of work, Contract term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment must be prepared and executed by the Consultant and by Executive Director.

8.2 The Authority's Board of Directors may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The Authority reserves the right to add and/or change such provisions as required by the Authority's Board of Directors. To implement such changes, an Amendment to the Contract must be prepared and executed by the Consultant and by the Executive Director.

8.3 The Executive Director, may at their sole discretion, authorize extensions of time as defined in Section 4 (Term of Contract). The Consultant 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 must be prepared and executed by the Consultant and by Executive Director.

9. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

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

9.2 The Consultant 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 Authority, 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, the Authority consent will require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Authority to any approved delegate or assignee on any claim under this Contract will be deductible, at the Authority's sole discretion, against the claims, which the Consultant may have against the Authority.

9.3 Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any person or entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without Authority'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, the Authority will be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

10. AUTHORIZATION WARRANTY

The Consultant represents and warrants that the person executing this Contract for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Contract and that all requirements of the Consultant have been fulfilled to provide such actual authority.

11. BUDGET REDUCTIONS

In the event that the Authority's Board of Directors adopts, in any fiscal year, an LA-RICS 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, and by extension Authority contracts, the Authority 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 Consultant under this Contract will also be reduced correspondingly. The Authority's notice to the Consultant regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the LA-RICS Board's approval of such actions. Except as set forth in the preceding sentence, the Consultant must continue to provide all of the services set forth in this Contract.

12. COMPLAINTS

At the sole discretion of the Authority, the Consultant must develop and maintain operating procedures for receiving, investigating and responding to complaints.

12.1 Within twenty (20) business days after the Contract effective date, the Consultant must provide the Authority with the Consultant's procedures for receiving, investigating and responding to user complaints.

12.2 The Authority will review the Consultant's procedures and provide the Consultant with approval of said procedures or with requested changes.

12.3 If the Authority requests changes in the Consultant's procedures, the Consultant must make such changes and resubmit the procedures within five (5) business days for the Authority's approval.

12.4 If, at any time, the Consultant wishes to change the Consultant's procedures, the Consultant must submit proposed changes to the Authority for approval before implementation.

12.5 The Consultant must preliminarily investigate all complaints and notify the Authority's Contract Manager of the status of the investigation within three (3) business days of receiving the complaint.

12.6 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.

12.7 Copies of all written responses must be sent to the Authority's Contract Manager within two (2) business days of mailing and/or emailing the complainant.

13. COMPLIANCE WITH APPLICABLE LAWS

13.1 In the performance of this Contract, Consultant 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.

13.2 Consultant must indemnify, defend, and hold harmless the Authority, its member agencies, it's subscribers and affiliate users of the LMR System, its directors, its appointed officers, employees, agents, volunteers, trustees, site owners, site lessors, and licensors 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 Consultant, its officers, employees, agents, or Subconsultants, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the Authority in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Section will be conducted by Consultant and performed by counsel selected by Consultant and approved by the Authority. Notwithstanding the preceding sentence, the Authority will have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide the Authority with a full and adequate defense, as determined by the Authority in its sole judgment, Authority will be entitled to retain its own counsel, including, without limitation, Counsel to the Authority, and reimbursement from Consultant for all such costs and expenses incurred by the Authority in doing so. Consultant 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 the Authority without the Authority's prior written approval.

14. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant 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, Consultant certifies to the Authority:

14.1 That Consultant has a written policy statement prohibiting discrimination in all phases of employment.

14.2 That Consultant periodically conducts a self-analysis or utilization analysis of its work force.

14.3 That Consultant has a system for determining if its employment practices are discriminatory against protected groups.

14.4 Where problem areas are identified in employment practices, the Consultant has a system for taking reasonable corrective action, to include establishment of goals or timetables.

15. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

15.1 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.

15.2 Written Employee Jury Service Policy

- ✓ Unless the Consultant, also referred to herein as Contractor, has demonstrated to the Authority'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.

- ✓ For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or the Authority or a subcontract with a County or an Authority Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County or Authority contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 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 Authority, 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 90 days or less within a 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 Authority under the Contract, the Subcontractor will also be subject to the provisions of this Section. The provisions of this Section will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

- ✓ 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 Authority 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 Authority may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the Authority's satisfaction that the Consultant 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.

- ✓ Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the Authority may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future Authority contracts for a period of time consistent with the seriousness of the breach.

16. CONFLICT OF INTEREST

16.1 No Authority or County employee whose position with the Authority or 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 Consultant or have any other direct or indirect financial interest in this Contract. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder will in any way participate in the Authority's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the Authority's approval or ongoing evaluation of such work.

16.2 The Consultant 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 Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant 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 Authority. 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 Section will be a material breach of this Contract.

17. CONSULTANT RESPONSIBILITY AND DEBARMENT

17.1 Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and

experience to satisfactorily perform the contract. It is the Authority's policy to conduct business only with responsible Consultants.

17.2 Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the Authority acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the Authority may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on Authority contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Consultant may have with the Authority.

17.3 Non-responsible Consultant

The Authority may debar a Consultant if the LA-RICS Board of Directors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the Authority or County or a nonprofit corporation created by the Authority or County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the Authority or County, any other public entity, or a nonprofit corporation created by the Authority or 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 Authority or any other public entity.

17.4 Contractor Hearing Board

- ✓ If there is evidence that the Consultant may be subject to debarment, the Authority will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before a Contractor Hearing Board to be assembled by the Authority. The Contractor Hearing Board process implemented by the County of Los Angeles will apply, except the Contractor Hearing Board will be assembled by the Authority and the proposed decision will go to the LA-RICS Board of Directors for consideration.

- ✓ The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Consultant Hearing Board will prepare a tentative proposed decision, which will contain a

recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Authority will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the LA-RICS Board of Directors.

- ✓ 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 LA-RICS Board of Directors. The LA-RICS Board of Directors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Consultant Hearing Board.

- ✓ If a Consultant has been debarred for a period longer than five (5) years, that Consultant 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 Authority may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant 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 Authority.

- ✓ The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least 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.

- ✓ 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 LA-RICS Board of Directors. The LA-RICS Board of Directors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

17.5 Subconsultants of Consultant

These terms will also apply to Subconsultants of Authority Consultants.

18. CONSULTANT'S ACKNOWLEDGEMENT AND NOTICE TO ITS EMPLOYEES OF THE SAFELY SURRENDERED BABY LAW

The Consultant acknowledges that the County, and by extension the Authority, places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant must notify and provide to its employees, and will require each Subconsultant to notify and provide to its employees, a Fact Sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, the Consultant understands that it is the County's policy to encourage all County and Authority Consultants to voluntarily post the County's "Safely Surrendered Baby Law Poster" (available in English/Spanish/Chinese/Korean) in a prominent position at the Consultant's place of business. The Consultant will also encourage its subconsultants, if any, to post this poster in a prominent position in the subconsultant's place of business.

The Consultant, and its subconsultant(s), can access posters and other program material at babysafela.org.

19. CONSULTANT'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

19.1 The Consultant acknowledges that the County, and by extension the Authority, has established a goal of ensuring that all individuals who benefit financially from the Authority and the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the Authority, County and its taxpayers.

19.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and will during the term of this Contract maintain in 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).

20. AUTHORITY'S QUALITY ASSURANCE PLAN

The Authority, or its agent(s) will monitor the Consultant's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Consultant's compliance with all Contract terms and conditions and performance standards. Consultant deficiencies which the Authority determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the LA-RICS Board of Directors and listed in the appropriate Consultant performance database. The report to the Board of Directors will include improvement/corrective action measures taken by the Authority and the Consultant. If improvement does not occur consistent with the corrective action measures, the Authority may terminate this Contract or impose other penalties as specified in this Contract.

21. DAMAGE TO AUTHORITY OR COUNTY FACILITIES, BUILDINGS OR GROUNDS

21.1 The Consultant will repair, or cause to be repaired, at its own cost, any and all damage to Authority and/or County facilities, buildings, or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs must be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

21.2 If the Consultant fails to make timely repairs, the Authority may make any necessary repairs. All costs incurred by the Authority, as determined by the Authority, for such repairs must be repaid by the Consultant by cash payment upon demand.

22. EMPLOYMENT ELIGIBILITY VERIFICATION

22.1 The Consultant 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 Consultant 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 Consultant must retain all such documentation for all covered employees for the period prescribed by law.

22.2 The Consultant must indemnify, defend, and hold harmless, the Authority, its member agencies in the Authority, its subscribers and affiliates of the LMR System, its directors, its appointed officers, its agents, officers, employees, volunteers, trustees, site owners, site lessors, and site licensors

from employer sanctions and any other liability which may be assessed against the Consultant or the Authority 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.

23. COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

23.1 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.

23.2 The Authority and the Consultant 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 Section 8 (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.

24. FAIR LABOR STANDARDS

The Consultant must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the Authority 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 Consultant's employees for which the Authority may be found jointly or solely liable.

25. FORCE MAJEURE

25.1 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 Subconsultants), 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 Section as "force majeure events").

25.2 Notwithstanding the foregoing, a default by a Subconsultant of Consultant will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such Subconsultant, and

without any fault or negligence of either of them. In such case, Consultant will not be liable for failure to perform, unless the goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this Section the term "Subconsultant" and "Subconsultants" mean Subconsultant at any tier.

25.3 In the event Consultant's failure to perform arises out of a force majeure event, Consultant 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.

26. GOVERNING LAW, JURISDICTION, AND VENUE

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

27. INDEPENDENT CONSULTANT STATUS

27.1 This Contract is by and between the Authority and the Consultant 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 Authority and the Consultant. 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.

27.2 The Consultant 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 Authority 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 Consultant.

27.3 The Consultant understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the Authority. The Consultant 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 Consultant pursuant to this Contract.

27.4 The Consultant must adhere to the provisions stated in Section 7.5 (Confidentiality).

28. INDEMNIFICATION

The Consultant must indemnify, defend and hold harmless the Authority, its member agencies, its subscribers and affiliate users of the LMR System, its directors, appointed officers, employees, agents, volunteers, trustees, site owners, site lessors, and licensors ("Authority 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 Authority Indemnitees.

29. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

29.1 Without limiting Consultant's indemnification of the Authority, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Consultant must provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section 29 (General Provisions for all Insurance Coverage) and Section 30 (Insurance Coverage) 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 Consultant pursuant to this Contract. The Authority in no way warrants that the Required Insurance is sufficient to protect the Consultant for liabilities which may arise from or relate to this Contract.

29.2 Evidence of Coverage and Notice to Authority

- ✓ Certificate(s) of insurance coverage (Certificate) satisfactory to Authority, and a copy of an Additional Insured endorsement confirming the Authority and its Agents (defined below) has been given Insured status under the Consultant's General Liability policy, must be delivered to Authority at the address shown below and provided prior to commencing services under this Contract.

- ✓ Renewal Certificates must be provided to Authority not less than ten (10) days prior to Consultant's policy expiration dates. The Authority reserves the right to obtain complete, certified copies of any required Consultant and/or Subconsultant 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 Consultant 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 ($50,000.00) dollars, and list any Authority required endorsement forms.

- ✓ Neither the Authority's failure to obtain, nor the Authority'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 Consultant, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

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

LA-RICS Authority
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Attention: LA-RICS Contracts Section
Scott.Edson@la-rics.org

- ✓ Consultant also must promptly report to Authority any injury or property damage accident or incident, including any injury to a Consultant employee occurring on Authority property, and any loss, disappearance, destruction, misuse, or theft of Authority property, monies or securities entrusted to Consultant. Consultant also must promptly notify the Authority of any third party claim or suit filed against Consultant or any of its Subconsultants which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Consultant and/or Authority.

29.3 Additional Insured Status and Scope of Coverage

The Authority, its member agencies, its subscribers and affiliate users of the LMR System. its directors, appointed officers, agents, employees volunteers, trustees, site owners, site lessors, and licensors (collectively Authority and its Agents) must be provided additional insured status under Consultant's General Liability policy with respect to liability arising out of Consultant's ongoing and completed operations performed on behalf of the Authority. Authority and its Agents additional insured status must apply with respect to liability and defense of suits arising out of the Consultant's acts or omissions, whether such liability is attributable to the Consultant or to the Authority. The full policy limits and scope of protection also must apply to the Authority and its Agents as an additional insured, even if they exceed the Authority's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

29.4 Cancellation of or Change in Insurance

Consultant must provide Authority with, or Consultant's insurance policies must contain a provision that Authority 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 the Authority 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 Authority, upon which the Authority may suspend or terminate this Contract.

29.5 Failure to Maintain Insurance

Consultant'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 Authority immediately may withhold payments due to Consultant, and/or suspend or terminate this Contract. The Authority, at its sole discretion, may obtain damages from Consultant resulting from said breach. Alternatively, the Authority may purchase the Required Insurance, and without further notice to Consultant, deduct the premium cost from sums due to Consultant or pursue Consultant reimbursement.

29.6 Insurer Financial Ratings

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

29.7 Consultant's Insurance Must Be Primary

Consultant'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 Consultant. Any Authority maintained insurance or self-insurance coverage must be in excess of and not contribute to any Consultant coverage.

29.8 Waivers of Subrogation

To the fullest extent permitted by law, the Consultant hereby waives its rights and its insurer(s)' rights of recovery against the Authority under all the Required Insurance for any loss arising from or relating to this Contract. The Consultant must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effectuate such waiver.

29.9 Subconsultant Insurance Coverage Requirements

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

29.10 Deductibles and Self-Insured Retentions (SIRs)

Consultant's policies will not obligate the Authority to pay any portion of any Consultant deductible or SIR. The Authority retains the right to require Consultant to reduce or eliminate policy deductibles and SIRs as respects the Authority, or to provide a bond guaranteeing Consultant'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.

29.11 Claims Made Coverage

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

29.12 Application of Excess Liability Coverage

Consultants 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.

29.13 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.

29.14 Alternative Risk Financing Programs

The Authority reserves the right to review, and then approve, Consultant use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required

Insurance provisions. The Authority and its Agents must be designated as an Additional Covered Party under any approved program.

29.15 Authority Review and Approval of Insurance Requirements

The Authority reserves the right to review and adjust the Required Insurance provisions, conditioned upon the Authority's determination of changes in risk exposures.

30. INSURANCE COVERAGE

30.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the Authority 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

30.2 Automobile Liability

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 Consultant's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

30.3 Workers Compensation and Employers' Liability

Workers Compensation and Employer's 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 Consultant 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 Authority as the Alternate Employer. The written notice must be provided to the Authority 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 Consultant'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.

30.4 Professional Liability/Errors and Omissions

Insurance covering Consultant's liability arising from or related to this Contract, with limits of not less than $2 million per claim and $4 million aggregate. Further, Consultant understands and agrees it will maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

30.5 Technology Errors and Omissions Insurance

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than $2 million.

31. LIQUIDATED DAMAGES

31.1 If, in the judgment of the Executive Director, or their designee, the Consultant is deemed to be non-compliant with the terms and obligations assumed hereby, the Executive Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Consultant'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 Consultant from the Authority, will be forwarded to the Consultant by the Executive Director, or their designee, in a written notice describing the reasons for said action.

31.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Executive Director, or their designee, deems are correctable by the Consultant over a certain time span, the Executive Director, or their designee, will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Executive Director, or their designee, may: (a) Deduct from the Consultant'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 Consultant 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 five Hundred Dollars ($500) per day per infraction, hereunder, and that the Consultant will be liable to the Authority for liquidated damages in said amount. Said amount will be deducted from the Authority's payment to the Consultant; and/or (c) Upon giving five (5) days notice to the Consultant for failure to correct the deficiencies, the Authority may correct any and all deficiencies and the total costs incurred by the Authority for completion of the work by an alternate source, whether it be Authority forces or separate private Consultant, will be deducted and forfeited from the payment to the Consultant from the Authority, as determined by the Authority.

31.3 The action noted in Section 31.2 must not be construed as a penalty, but as adjustment of payment to the Consultant to recover the Authority cost due to the failure of the Consultant to complete or comply with the provisions of this Contract.

31.4 This Section must not, in any manner, restrict or limit the Authority's right to damages for any breach of this Contract provided by law or as specified in Section 31.2, and must not, in any manner, restrict or limit the Authority's right to terminate this Contract as agreed to herein.

32. MOST FAVORED PUBLIC ENTITY

If the Consultant's prices decline, or should the Consultant 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 Authority.

33. NONDISCRIMINATION AND AFFIRMATIVE ACTION

33.1 The Consultant 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.

33.2 Consultant certifies to the Authority each of the following:

- ✓ That Consultant has a written policy statement prohibiting discrimination in all phases of employment.
- ✓ That Consultant periodically conducts a self-analysis or utilization analysis of its work force.

- ✓ That Consultant has a system for determining if its employment practices are discriminatory against protected groups.

- ✓ Where problem areas are identified in employment practices, the Consultant has a system for taking reasonable corrective action, to include establishment of goals or timetables.

33.3 The Consultant 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.

33.4 The Consultant certifies and agrees that it will deal with its subconsultants, 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.

33.5 The Consultant 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.

33.6 The Consultant will allow Authority representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Section 33 when so requested by the Authority.

33.7 If the Authority finds that any provisions of this Section 33 have been violated, such violation will constitute a material breach of this Contract upon which the Authority may terminate or suspend this Contract. While the Authority reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Civil Rights Department or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the Authority that the Consultant has violated the anti-discrimination provisions of this Contract.

33.8 The parties agree that in the event the Consultant violates any of the anti discrimination provisions of this Contract, the Authority 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.

34. NON EXCLUSIVITY

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the Consultant. This Contract will not restrict the Authority from acquiring similar, equal or like goods and/or services from other entities or sources.

35. 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.

36. NOTICE OF DISPUTES

The Consultant must bring to the attention of the Authority's Project Director and/or the Authority's Contract Manager any dispute between the Authority and the Consultant regarding the performance of services as stated in this Contract. If the Authority's Project Director is not able to resolve the dispute, the Executive Director, or designee will resolve it.

37. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant must notify its employees, and will require each subconsultant 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.

38. 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 Exhibit F (Authority's Administration) and Exhibit G (Consultant's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Executive Director or designee

will have the authority to issue all notices or demands required or permitted by the Authority under this Contract.

39. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Consultant and the Authority 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.

40. PUBLIC RECORDS ACT

40.1 Any documents submitted by the Consultant; all information obtained in connection with the Authority's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Section 42 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the Authority. All such documents become a matter of public record and will be regarded as public records except for those documents determined to be non-disclosable or exempt pursuant to California Government Code sections 7921.000 et seq. and which are marked "trade secret", "confidential", or "proprietary". The Authority 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.

40.2 In the event the Authority 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 bid marked "trade secret", "confidential", or "proprietary", the Consultant agrees to defend and indemnify the Authority from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

41. PUBLICITY

41.1 The Consultant 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 Consultant's need to identify its services and related clients to sustain itself, the Authority will not inhibit the Consultant from publishing its role under this Contract within the following conditions:

- ✓ The Consultant must develop all publicity material in a professional manner; and

- ✓ During the term of this Contract, the Consultant 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 Authority without the prior written consent of the Authority's Project Director.

41.2 The Consultant may, without the prior written consent of the Authority, indicate in its bids and sales materials that it has been awarded this Contract with the Authority, provided that the requirements of this Section 41 (Publicity) will apply.

42. RECORD RETENTION AND INSPECTION-AUDIT SETTLEMENT

42.1 The Consultant must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Consultant must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Consultant agrees that the Authority, 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 Consultant and will be made available to the Authority during the term of this Contract and for a period of five (5) years thereafter unless the Authority's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the Authority's option, the Consultant will pay the Authority for travel, per diem, and other costs incurred by the Authority to examine, audit, excerpt, copy, or transcribe such material at such other location.

42.2 In the event that an audit of the Consultant is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant must file a copy of such audit report with the Authority and the Auditor Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the Authority will make a reasonable effort to maintain the confidentiality of such audit report(s).

42.3 Failure on the part of the Consultant to comply with any of the provisions of this Section 42 will constitute a material breach of this Contract upon which the Authority may terminate or suspend this Contract.

42.4 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 Authority conduct an audit of the Consultant regarding the work performed under this Contract, and if such audit finds that the Authority's dollar liability for any such work is less than payments made by the Authority to the Consultant, then the difference must be either: a) repaid by the Consultant to the Authority by cash payment upon demand or b) at the sole option of the Authority or the Auditor-Controller, deducted from any amounts due to the Consultant from the Authority, whether under this Contract or otherwise. If such audit finds that the Authority's dollar liability for such work is more than the payments made by the Authority to the Consultant, then the difference will be paid to the Consultant by the Authority by cash payment, provided that in no event will the Authority's maximum obligation for this Contract exceed the funds appropriated by the Authority for the purpose of this Contract.

43. RECYCLED BOND PAPER

Consistent with the County of Los Angeles's Board policy to reduce the amount of solid waste deposited at the County landfills, which the Authority recognizes, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Contract.

44. SUBCONTRACTING

44.1 The requirements of this Contract may not be subcontracted by the Consultant **without the advance approval of the Authority**. Any attempt by the Consultant to subcontract without the prior consent of the Authority may be deemed a material breach of this Contract.

44.2 If the Consultant desires to subcontract, the Consultant must provide the following information promptly at the Authority's request:

- ✓ A description of the work to be performed by the Subconsultant;
- ✓ A draft copy of the proposed subcontract; and
- ✓ Other pertinent information and/or certifications requested by the Authority.

44.3 The Consultant must indemnify and hold the Authority harmless with respect to the activities of each and every Subconsultant in the same manner and to the same degree as if such Subconsultant(s) were the Consultant employees.

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

44.5 The Authority's consent to subcontract will not waive the Authority's right to prior and continuing approval of any and all personnel, including Subconsultant employees, providing services under this Contract. The Consultant is responsible to notify its Subconsultants of this Authority right.

44.6 The Authority's Project Director is authorized to act for and on behalf of the Authority with respect to approval of any subcontract and Subconsultant employees. After approval of the subcontract by the Authority, Consultant must forward a fully executed subcontract to the Authority for their files.

44.7 The Consultant will be solely liable and responsible for all payments or other compensation to all Subconsultants and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the Authority's consent to subcontract.

44.8 The Consultant must obtain certificates of insurance, which establish that the Subconsultant maintains all the programs of insurance required by the Authority from each approved Subconsultant. Before any Subconsultant employee may perform any work hereunder, Consultant must ensure delivery of all such documents to:

LA-RICS Authority
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Attention: Contracts Section

45. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Consultant to maintain compliance with the requirements set forth in Section 19 (Consultant'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 Authority under any other provision of this Contract, failure of the Consultant to cure such default within ninety (90) calendar days of written notice will be grounds upon which the Authority may terminate this Contract pursuant to Section 47 (Termination for Default) and pursue debarment of the Consultant), pursuant to County Code Chapter 2.202.

46. TERMINATION FOR CONVENIENCE

46.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the Authority, in its sole discretion, to be in its best interest. Termination of work hereunder will be effectuated by notice of termination to the Consultant 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.

46.2 After receipt of a notice of termination and except as otherwise directed by the Authority, the Consultant must stop work under this Contract on the date and to the extent specified in such notice.

46.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Contract must be maintained by the Consultant in accordance with Section 42 (Record Retention and Inspection-Audit Settlement).

47. TERMINATION FOR DEFAULT

47.1 The Authority may, by written notice to the Consultant, terminate the whole or any part of this Contract, if, in the judgment of Authority's Project Director:

- ✓ Consultant has materially breached this Contract; or
- ✓ Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- ✓ Consultant 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 Authority may authorize in writing) after receipt of written notice from the Authority specifying such failure.

47.2 In the event that the Authority terminates this Contract in whole or in part as provided in Section 47.1, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, goods and services similar to those so terminated. The Consultant will be liable to the Authority for any and all excess costs incurred by the Authority, as determined by the Authority, for such similar goods and services. The Consultant will continue the performance of this Contract to the extent not terminated under the provisions of this Section.

47.3 Except with respect to defaults of any Subconsultant, the Consultant will not be liable for any such excess costs of the type identified in Section 47.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the Authority 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 Consultant. If the failure to perform

is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and Subconsultant, and without the fault or negligence of either of them, the Consultant will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required performance schedule. As used in this Section 47.3, the terms "Subconsultant" and "Subconsultants" mean Subconsultant(s) at any tier.

47.4 If, after the Authority has given notice of termination under the provisions of this Section 47, it is determined by the Authority that the Consultant was not in default under the provisions of this Section 47, or that the default was excusable under the provisions of Section 47.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Section 46 (Termination for Convenience).

47.5 The rights and remedies of the Authority provided in this Section 47 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

48. TERMINATION FOR IMPROPER CONSIDERATION

48.1 The Authority may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any Authority officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Consultant's performance pursuant to the Contract. In the event of such termination, the Authority will be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

48.2 The Consultant must immediately report any attempt by an Authority officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or https://fraud.lacounty.gov/.

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

49. TERMINATION FOR INSOLVENCY

49.1 The Authority may terminate this Contract forthwith in the event of the occurrence of any of the following:

- ✓ Insolvency of the Consultant. The Consultant 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 Consultant is insolvent within the meaning of the Federal Bankruptcy Code;
- ✓ The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code;
- ✓ The appointment of a Receiver or Trustee for the Consultant; or
- ✓ The execution by the Consultant of a general assignment for the benefit of creditors.

49.2 The rights and remedies of the Authority provided in this Section 49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

50. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, must fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the Authority may, in its sole discretion, immediately terminate or suspend this Contract.

51. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the Authority will not be obligated for the Consultant's performance hereunder or by any provision of this Contract during any of the Authority's future fiscal years unless and until the Authority's Board of Directors appropriates funds for this Contract in the Authority'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 Authority will notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

52. 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.

53. WAIVER

No waiver by the Authority of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the Authority 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 Section 53 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54. WARRANTY AGAINST CONTINGENT FEES

54.1 The Consultant 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 Consultant for the purpose of securing business.

54.2 For breach of this warranty, the Authority 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.

55. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

55.1 Consultant acknowledges that the Authority has established a goal of ensuring that all individuals and businesses that benefit financially from the Authority 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 of Los Angeles and its taxpayers.

55.2 Unless Consultant qualifies for an exemption or exclusion, Consultant 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.

56. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Consultant to maintain compliance with the requirements set forth in Section 55 (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 Authority under any other provision of this contract, failure of Consultant to cure such default within ten (10) days of notice

will be grounds upon which Authority may terminate this Contract and/or pursue debarment of Consultant, pursuant to Los Angeles County Code Chapter 2.206.

57. TIME OFF FOR VOTING

The Consultant must notify its employees, and must require each Subconsultant 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 Consultant and Subconsultants 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.

58. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

58.1 Consultant acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Consultants from engaging in human trafficking, which the Authority recognizes.

58.2 If a Consultant or member of Consultant's staff is convicted of a human trafficking offense, the Authority will require that the Consultant or member of Consultant's staff be removed immediately from performing services under the Contract. The Authority will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

58.3 Disqualification of any member of Consultant's staff pursuant to this Section will not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Contract.

59. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

Consultant, and its Subconsultants, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952 and Chapter 8.300 of the Los Angeles County Code (Fair Chance Ordinance for Employers). Consultant's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the Authority may, in its sole discretion, terminate the Contract.

60. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The Consultant acknowledges that the County, and by extension the Authority, 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 Consultant further acknowledges that the County and Authority strive to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Consultant, its employees and Subconsultants acknowledge and certify receipt and understanding of the CPOE. Failure of the Consultant, its employees or its Subconsultants to uphold the Authority's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Consultant to termination of contractual agreements as well as civil liability.

61. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A Bidder, or a Consultant or its subsidiary or Subconsultant ("Bidder/Consultant"), is prohibited from submitting a bid or proposal in an Authority solicitation if the Bidder/Consultant has provided advice or consultation for the solicitation. A Bidder/Consultant is also prohibited from submitting a bid or proposal in an Authority solicitation if the Bidder/Consultant has developed or prepared any of the solicitation materials on behalf of the Authority. A violation of this provision will result in the disqualification of the Consultant/Bidder from participation in the Authority solicitation or the termination or cancellation of any resultant Authority contract.

62. INJURY AND ILLNESS PREVENTION PROGRAM

Consultant 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.

63. CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING

Pursuant to Government Code Section 84308, Consultant and its Subconsultants, are prohibited from making a contribution of more than $500 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of Government Code Section 84308 and of this Section, may be a material breach of this Contract as determined in the sole discretion of the Authority.

64. INFORMATION SECURITY AND PRIVACY REQUIREMENTS

Consultant must comply with the requirements set forth in Exhibit D (Information Security and Privacy Requirements).

65. COMPLIANCE WITH COUNTY'S WOMEN IN TECHNOLOGY HIRING INITIATIVE

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

66. SURVIVAL

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

Section 1	Applicable Documents
Section 2	Definitions
Section 3	Work
Section 5.4	No Payment for Services Provided Following Expiration/Termination of Contract
Section 7.5	Confidentiality
Section 8	Amendments
Section 9	Assignment and Delegation/Mergers or Acquisitions
Section 13	Compliance with Applicable Laws
Section 24	Fair Labor Standards
Section 25	Force Majeure
Section 26	Governing Law, Jurisdiction, and Venue
Section 28	Indemnification
Section 29	General Provisions for all Insurance Coverage
Section 31	Liquidated Damages
Section 38	Notices
Section 42	Record Retention and Inspection-Audit Settlement
Section 46	Termination for Convenience
Section 47	Termination for Default
Section 52	Validity
Section 53	Waiver
Section 61	Prohibition from Participation in Future Solicitation(s)
Section 63	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Section 64	Information Security and Privacy Requirements
Section 66	Survival

SAMPLE AGREEMENT
TELECOMMUNICATIONS PROJECT MANAGEMENT AND GENERAL CONSULTING SERVICES

IN WITNESS WHEREOF, Consultant has executed this Contract, or caused it to be duly executed and the Authority, by order of its Board of Directors, and has caused this Contract to be executed the day and year first above written.

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

By: _____
Scott Edson
Executive Director

CONSULTANT

By: _____
Title

APPROVED AS TO FORM FOR THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY:

DAWYN R. HARRISON
County Counsel

By: _____
Truc L. Moore
Principal Deputy County Counsel

SCOPE OF WORK
TELECOMMUNICATION PROJECT MANAGEMENT AND GENERAL CONSULTING SERVICES

TABLE OF CONTENTS

SECTION **PAGE**

A. AUTHORITY'S CONTRACT MANAGER 1
B. BACKGROUND 1
C. WORK LOCATION 2
D. HOUR AND DAYS OF SERVICE 2
E. CONSULTANT STAFFING 3
1. Staffing Plan 3
2. Key Personnel 4
3. Key Personnel Qualifications Matrix 25
4. Key Personnel Continuity and Replacement 26
F. CONSULTING SERVICES 28
1. Key Services 29
1.1 Project Management Services 29
1.2 Procurement and Solicitation Support 30
1.3 Project Controls, Cost and Schedule Management 30
1.4 Reporting and Executive Support 31
1.5 Telecommunications and Network Engineering Services 32
1.6 Real Estate Services 33
1.7 Radio Programming Services 33
1.8 Grants and Budget Services 36
1.9 Cybersecurity Services 39
1.10 Stakeholder/Public Coordination and Outreach Services 42
1.11 Public Informaiton and Communications Support 45
1.12 Document Control and Records Management 47
2. Other Services 48
2.1 Environmental Services 48
2.2 New LMR System Site Development 49
2.3 Risk Management 50
2.4 Construction Management 51
2.5 Systems Integration and Commissioning 51
2.6 Emergency and Priority Support 52
2.7 Specialized Subject Matter Experts 53
G. TRAVEL AND FIELD SERVICES 53
H. ADDITIONAL SERVICES 54
I. DELIVERABLES 54
J. PERFORMANCE STANDARD 55

SCOPE OF WORK
TELECOMMUNICATION PROJECT MANAGEMENT AND GENERAL CONSULTING SERVICES

A. AUTHORITY'S CONTRACT MANAGER

The Authority's Contract Manager who will oversee the Consultant's work will be Susy Orellana-Curtiss who can be contacted at susy.orellana-curtiss@la-rics.org or at (323) 881-8292 and will be available Monday through Thursday, 7 a.m. to 5 p.m. The Authority's Contract Manager or designee are the only persons authorized by the Authority to request work of the Consultant.

B. BACKGROUND

The Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority) is a Joint Powers Authority (JPA) that built and deployed a Land Mobile Radio (LMR) System that operates in both UHF T-Band and 700 MHz spectrum which provides public safety first responders in the Los Angeles County region with real time mission critical voice and data communications that support day-to-day, mutual aid, and task force operations.

The LMR System is an APCO Project 25 (P25) Phase 1 and Phase 2 compliant, digital trunked communications system which is vendor agnostic allowing P25 compliant radios to operate on it. The LMR System is comprised of several Subsystems, which includes a Digital Trunked Voice Radio Subsystem (DTVRS), Analog Conventional Voice Radio Subsystem (ACVRS), Los Angeles Regional Tactical Communications Subsystem (LARTCS), and a Narrowband Mobile Data Network (NMDN). Additionally, these Subsystems are delivered via fifty-eight (58) LMR System Sites dispersed across the Los Angeles County region spanning from Lancaster to San Dimas to Catalina Island.

The Consultant shall provide comprehensive professional project and program management, engineering, technical, construction, real estate, environmental, radio programming, and administrative support services for the Authority's regional public-safety communications program. Additionally, the Consultant shall provide a qualified, multi-disciplinary project team capable of supporting the planning, development, implementation, integration, operation, maintenance, enhancement, and expansion of the Authority's LMR System and associated telecommunications infrastructure.

The Consultant shall also provide services necessary to support the Authority's objectives of maintaining reliable, resilient, interoperable, and sustainable public-safety communications capabilities for first responders and participating agencies throughout Los Angeles County.

The services described in this Exhibit A (Scope of Work) represent the anticipated requirements of the Authority. The Authority does not guarantee any minimum level of services, staffing, hours, or expenditures unless specifically identified elsewhere in the Agreement.

C. WORK LOCATION

The primary work location is as follows:

LA-RICS Headquarters
2525 Corporate Place, Suite 200
Monterey Park, CA 91754

If approved by the Authority's Contract Manager, the Consultant and its dedicated resources may work offsite as may be necessary, but only if approved in advance by the Authority's Contract Manager.

The LMR System is comprised of LMR System sites located throughout the County of Los Angeles region. The Consultant will be required on an as-needed basis to travel to various LMR System sites in order to perform the work and services set forth in this Exhibit A (Scope of Work).

D. HOURS AND DAYS OF SERVICE

The hours of services shall be primarily available during normal business hours, which is either 7 a.m. to 5:30 p.m. Monday through Thursday or 8 a.m. to 4:30 p.m. Monday through Friday, except County observed holidays, as determined by the Authority, unless otherwise agreed upon between the Authority and Consultant. Additionally, there may be instances when the Consultant will be required to work outside of normal business hours in order to perform the work and services set forth in this Exhibit A (Scope of Work).

Holidays observed by the County of Los Angeles, and by extension the Authority, are as follows:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Farmworkers Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous Peoples Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

In any event the Consultant deems it necessary to perform work outside of normal working hours, the Consultant shall notify the Authority Contract Manager of such intention at least twenty-four (24) hours in advance. Likewise, there may be

instances when the Authority requires the Consultant to work during special events. In these instances, the Authority will notify the Consultant at least twenty-four (24) hours in advance.

E. CONSULTANT STAFFING

1. STAFFING PLAN

The Consultant shall prepare and maintain a comprehensive Staffing Plan identifying the personnel proposed to perform the services under this Exhibit A (Scope of Work), which shall be provided to the Authority within ten (10) business days of Notice to Proceed (NTP) issuance. The Staffing Plan shall be consistent with and maintained throughout the duration of the term of the Agreement with respect to Consultant's staffing approach, organizational structure, Key Personnel, level of effort, and staffing requirements and availability required in this Exhibit A (Scope of Work).

At minimum, the Staffing Plan shall identify:

- Position title
- Assigned individual
- Professional qualifications
- Education
- Licenses and certifications
- Years of relevant experience
- Specific LMR/public-safety communications experience
- Public-sector project experience
- Anticipated level of effort
- Primary responsibilities
- Availability
- Backup personnel
- Organizational reporting relationships
- Subconsultant responsibilities, where applicable
- Percentage of time committed to the Authority
- Other significant assignments or projects for which the individual is concurrently responsible
- Expected duration of the individual's assignment to the Authority

The Consultant shall maintain sufficient staffing throughout the term of the Agreement to perform the services in a timely, professional, and effective manner.

The Key Personnel identified and mutually agreed to by both parties at the execution of the Agreement shall be considered committed personnel for purposes of this Agreement. The Consultant shall make commercially reasonable efforts to maintain the approved Key Personnel throughout

the term of the Agreement and shall not assign Key Personnel to other work in a manner that materially reduces their availability or commitment to the Authority without the Authority's prior written approval.

The Authority may require modifications to the Staffing Plan based on changing project priorities, workload, schedule, emergencies, construction activities, system implementation requirements, or other Authority needs.

The Authority may also require the Consultant to increase or decrease the level of effort of individual personnel based upon the requirements of tasks authorized by the Authority. Additionally, the Authority may request additional specialized expertise and/or Subject Matter Experts (SMEs) based upon project requirements. Any resulting adjustment shall be implemented in accordance with the Agreement.

Any replacement of Key Personnel identified and mutually agreed to by both parties at the execution of the Agreement shall be subject to the Authority's prior written approval. Replacement personnel shall possess qualifications and experience equal to or greater than those of the personnel being replaced.

2. KEY PERSONNEL

The following positions constitute the minimum anticipated core staffing structure. The Authority may authorize additional personnel or specialized Subject Matter Experts (SMEs) when required.

2.1 Program Director

The Program Director shall provide executive-level oversight of the Consultant's overall performance and shall serve as the senior management representative responsible for the Consultant's compliance with and adherence to all the services detailed in this Exhibit A (Scope of Work), including but not limited to Section F (Consulting Services), and the Agreement in its entirety.

A. Responsibilities

The Program Director shall:

1. Provide overall executive direction and oversight.
2. Ensure Consultant compliance with all contractual requirements.
3. Provide senior-level coordination with the Authority's Executive Director, Contract Manager, Project Team, Contractors, Consultants, and stakeholders.
4. Ensure appropriate staffing and allocation of Consultant resources.

5. Review project performance, schedule, budget, risks, and major issues.
6. Resolve or escalate significant technical, contractual, financial, schedule, and performance issues.
7. Review major deliverables before submission to the Authority.
8. Participate in JPA Board, committee, executive, and stakeholder meetings as requested.
9. Provide executive briefings concerning project status, risks, significant issues, and recommended actions.
10. Ensure coordination among engineering, construction, environmental, real estate, radio, network, and project-management disciplines.
11. Establish and maintain appropriate quality-assurance and quality-control procedures.
12. Ensure continuity of key Consultant personnel.
13. Provide executive-level support during significant system outages, emergencies, or critical project events.
14. Perform other program-management duties reasonably necessary to support the Authority.
15. Perform other duties and tasks not otherwise described above, as may be necessary, to carry out the Authority's goals and objectives.

B. Minimum Qualifications

The Program Director shall possess:

1. Bachelor's degree in engineering, telecommunications, construction management, project management, business administration, or related field.
2. **Fifteen (15) years minimum** of relevant professional experience.
3. **Ten (10) years minimum, within the last fifteen (15) years,** of program/project management experience as follows:
   - ✓ Experience managing complex, multi-disciplinary, multi-site infrastructure programs.
   - ✓ Experience managing governmental or public-sector projects.
   - ✓ Experience managing telecommunications, wireless, LMR, public-safety communications, or comparable infrastructure programs.
   - ✓ Experience managing multiple Contractors, Consultants, and Subconsultants.
   - ✓ Experience presenting technical and program information to executive management, governing boards, or public agencies.

C. Desirable Qualifications

1. PMP certification.
2. California Professional Engineer (PE) license.
3. Master's degree.
4. P25/LMR program experience.
5. Experience with regional or statewide public-safety communications systems.

2.2 Project Manager

The Project Manager shall serve as the Consultant's principal day-to-day liaison with the Authority and shall have primary responsibility for coordinating and managing Consultant services.

A. Responsibilities

In addition to the responsibilities set forth herein, the Project Manager shall ensure adherence, compliance, and be responsible for the scope detailed in Section F (Consulting Services) in its entirety of this Exhibit A (Scope of Work). The Project Manager shall:

1. Develop and maintain project management plans.
2. Develop and maintain project schedules and milestone plans.
3. Coordinate Consultant, Subconsultant, Contractor, and Authority activities.
4. Monitor scope, schedule, budget, quality, and risk.
5. Track critical-path activities.
6. Identify project delays and recommend recovery actions.
7. Maintain project risk, issue, action-item, and decision logs.
8. Coordinate project meetings.
9. Prepare meeting agendas and supporting materials.
10. Review Contractor and Consultant deliverables.
11. Assist with the development and preparation of Scopes of Work (SOW), Requests for Information (RFI), Request for Quotations (RFQ), Requests for Proposals (RFP), Invitation for Bids (IFB), Requests for Statement of Qualifications (RFSQ), etc.
12. Review RFIs, RFQs, submittals, change requests, invoices, and pay applications.
13. Support Work Acceptance Certificate (WAC) processes.
14. Evaluate Change Orders and contract amendments.
15. Coordinate technical and interdisciplinary reviews.
16. Prepare monthly project status reports.
17. Prepare executive and Board presentations.
18. Coordinate project closeout and acceptance.
19. Support emergency and priority activities when requested.

20. Ensure project records and decisions are appropriately documented.
21. Provide technical and management recommendations to the Authority.
22. Perform other duties and tasks not otherwise described above, as may be necessary, to carry out the Authority's goal and objectives.

The Project Manager shall have demonstrated experience with the **design, implementation, integration, and operation of wireless voice and data communications systems**, with public-safety LMR experience strongly preferred.

A. Minimum Qualifications

1. Bachelor's degree in engineering, telecommunications, construction management, project management, information technology, or related field.
2. **Ten (10) years minimum** of relevant professional experience.
3. **Seven (7) years minimum, within the last ten (10) years,** project-management experience as follows:
   - ✓ Experience managing telecommunications, wireless, LMR, network, or infrastructure projects.
   - ✓ Experience with multi-site projects.
   - ✓ Experience coordinating engineering and construction activities.
   - ✓ Experience managing public-sector projects.

C. Desirable Qualifications

1. PMP certification.

2.3 Field Engineer

The Field Engineer shall provide field engineering, inspection, construction oversight, site assessment, condition assessment, and technical verification services at Authority LMR System Sites.

A. Responsibilities

In addition to the responsibilities set forth herein, the Field Engineer shall be responsible for the applicable services detailed in Section F (Consulting Services) of this Exhibit A (Scope of Work). The Field Engineer shall:

1. Conduct site inspections and field audits.

2. Escort Contractors and Consultants.
3. Verify work against approved plans, specifications, and contracts.
4. Document field conditions.
5. Photograph deficiencies and completed work.
6. Inspect towers, antennas, mounts, transmission lines, shelters, generators, HVAC, grounding, electrical systems, and related infrastructure.
7. Verify equipment inventories.
8. Inspect site access roads and mitigate minor road impediments as may be needed.
9. Identify safety hazards and site deficiencies and mitigate as may be needed.
10. Identify corrosion, structural deterioration, damaged equipment, and maintenance requirements.
11. Review site constructability.
12. Support construction inspections.
13. Prepare punch lists.
14. Verify corrective actions.
15. Support final acceptance inspections.
16. Conduct emergency site assessments when requested.
17. Prepare field inspection reports and recommendations.
18. Monitor and ensure site security.
19. Perform other duties and tasks not otherwise described above, as may be necessary, to carry out the Authority's goal and objectives.

B. Minimum Qualifications

1. Bachelor's degree in engineering, telecommunications, construction management, or related discipline.
2. **Seven (7) years minimum** field engineering or related experience as follows:
   - ✓ Experience inspecting communications facilities.
   - ✓ Experience with LMR towers, antenna systems, shelters, power systems, grounding, generators, HVAC, and transmission systems.
   - ✓ Ability to interpret engineering drawings and construction documents.
   - ✓ Experience documenting field conditions.
   - ✓ OSHA/construction safety knowledge.

C. Desirable Qualifications

1. Experience with remote or difficult-access communications sites preferred.
2. Experience with ANSI/TIA-222 tower requirements preferred.
3. Experience with R56 equipment installation standards preferred.

2.4 Telecom/Network Engineer

The Telecom/Network Engineer shall provide telecommunications, network engineering, technical review, quality assurance, systems integration, and interoperability support.

The Telecom/Network Engineer shall support both the LMR infrastructure and the underlying telecommunications/network systems used to transport voice, data, and other services. The scope in Section F.1.5 (Telecommunications and Network Engineering Services) in this Exhibit A (Scope of Work) specifically contemplates engineering reviews, network quality assurance, site/tower audits, and compliance with ANSI/TIA-222 and LA-RICS Agreement No. 007, which will be provided by the Authority.

A. Responsibilities

In addition to the responsibilities set forth herein, the Telecom/Network Engineer shall be responsible for the scope detailed in Section F (Consulting Services), in particular Section F.1.5 (Telecommunications and Network Engineering Services) of this Exhibit A (Scope of Work). The Telecom/Network Engineer shall:

1. Review, modify, and manage network architecture and topology.
2. Review, modify, and manage IP transport systems.
3. Review, modify, and manage microwave and fiber networks.
4. Evaluate network capacity and performance.
5. Evaluate redundancy and resiliency.
6. Review, modify, and manage network equipment submittals.
7. Review, modify, and manage engineering drawings.
8. Review, modify, and manage network configurations.
9. Prepare documentation and diagrams for network architecture.
10. Support systems integration.
11. Support interoperability initiatives.
12. Support ISSI/CSSI integration where applicable.
13. Participate in acceptance testing.
14. Troubleshoot network and system integration issues.
15. Review, modify, and manage network management and monitoring requirements.
16. Support technology-refresh planning.
17. Support cybersecurity technical requirements.
18. Conduct site and infrastructure audits.
19. Prepare engineering reports.
20. Develop technical recommendations.
21. Review, modify and manage firewall configurations.
22. Assist with technical specifications and procurement documents.

23. Perform other duties and tasks not otherwise described above, as may be necessary, to carry out the Authority's goal and objectives.

B. Minimum Qualifications

1. Bachelor's degree in electrical engineering, telecommunications, computer engineering, information technology, or related field.
2. **5 years minimum** telecommunications/network engineering experience.
3. **3 years minimum, within the last five (5) years,** experience with IP networks, wireless, LMR, or public-safety communications as follows.
   - ✓ Experience with geographically distributed networks.
   - ✓ P25/LMR experience
   - ✓ Experience with deploying and troubleshooting LAN/WAN, L2/L3 VPNs, MPLS IP Routing Protocols (RIPV2, OSPF, EIGRP, & BGP), including the routers switches, and firewalls throughout the network.
   - ✓ Experience maintaining Windows Server 2016 or later.

C. Desirable Qualifications

1. Microwave, fiber, Ethernet, routing, switching, and network redundancy experience preferred.
2. ISSI/CSSI experience preferred.
3. CCNA, CCNP, or comparable certification preferred.

2.5 Real Estate and Site Compliance Manager

The Real Estate and Site Compliance Manager shall manage and coordinate the Authority's telecommunications-site real-estate and site compliance portfolio, including existing Site Access Agreements (SAAs), leases, licenses, Rights of Entry (ROEs), easements, collocation arrangements, permits, regulatory requirements, and new site acquisition.

The Real Estate and Site Compliance Manager shall be responsible for the ongoing administration, documentation, tracking and verification of real-estate, site access, permitting, and regulatory compliance requirements applicable to the Authority's sites and work collaboratively with LA-RICS team to make recommendations to the Executive Director regarding Real Estate transactions, decisions, modifications, etc.

A. Responsibilities

In addition to the responsibilities set forth herein, the Real Estate and Site Compliance Manager shall be responsible for the scope detailed in Section F (Consulting Services), in particular Section F.1.6

(Real Estate Services) of this Exhibit A (Scope of Work). The Real Estate and Site Compliance Manager shall:

1. Maintain the Authority's real-estate and site compliance inventory for all existing and new sites and maintain current site file and compliance records for each existing LMR System Site.
2. Develop and maintain a **site-by-site Site Access Agreement compliance matrix** identifying material obligations, deliverables, notification requirements, reporting requirements, inspection requirements, access conditions, payment obligations, insurance requirements, etc.
3. Coordinate amendments, extensions, renewals, and modifications to existing Site Access Agreements, leases, licenses, easements, and other property agreements.
4. Identify potential new sites and support new site acquisition.
5. Conduct property research and verify ownership and coordinate property appraisals, as required.
6. Evaluate collocation opportunities and support easement acquisitions and support lease, license, easement, ROE, and site access agreement negotiations.
7. Coordinate with legal counsel regarding real estate agreements, compliance issues, etc.
8. Track rents, fees, escalations, and other financial obligations and identify site-control risks.
9. Track permit and license expiration and renewal dates and coordinate timely renewals.
10. Review applicable permit and regulatory conditions to identify ongoing operational, inspection, testing, reporting, documentation, and maintenance requirements.
11. Monitor applicable regulatory agency databases, portals, and online compliance systems regarding permits, registrations, inspections, notices, requests for information, correspondence, deficiencies, and other compliance matters.
12. Monitoring applicable Certified Unified Program Agency (CUPA) systems and requirements for Authority sites subject to CUPA oversight.
13. Coordinate with appropriate technical personnel regarding environmental, hazardous-material, fuel-system, generator, battery, fire/life-safety, electrical, structural, zoning, building, and other site-related regulatory requirements, as applicable.
14. Support new construction, modifications, equipment replacements, and System upgrades by identifying applicable property-owner approvals, permitting requirements, regulatory requirements, etc.
15. Maintain dashboards or other Authority-approved tracking mechanisms showing the compliance status of all fifty-eight (58) LMR System Sites.

16. Perform other real-estate, permitting, regulatory compliance, and site-management activities as requested by the Authority.

B. Minimum Qualifications

1. Bachelor's degree in real estate, business, planning, public administration, law, or related field.
2. **Eight (8) years minimum** real-estate experience.
3. **Five (5) years minimum, within the last eight (8) years,** telecommunications, utility, governmental, commercial, or infrastructure real-estate experience as follows:
   - ✓ Experience negotiating leases, licenses, easements, ROEs, and site-access agreements.

C. Desirable Qualifications

1. Wireless telecommunications site-acquisition experience strongly preferred.
2. Public-agency experience preferred.
3. California real-estate license preferred.
4. Experience with Southern California (LA County) regulations impacting construction for public safety sites (CEQA, NEPA, etc.)

2.6 Radio Programmer

The Radio Programmer shall provide programming, configuration, deployment, testing, troubleshooting, and interoperability support for radios operated on the Authority's LMR System.

The scope in this Exhibit A (Scope of Work) specifically identifies portable, mobile, and base-station programming, encryption keys, talk groups, frequencies, standardized code plugs, interoperability channels, Inter-RF Subsystem Interface (ISSI)/Console Subsystem Interface (CSSI) support, and testing.

A. Responsibilities

In addition to the responsibilities set forth herein, the Radio Programmer shall be responsible for the scope detailed in Section F (Consulting Services), in particular Section F.1.7 (Radio Programing Services) of this Exhibit A (Scope of Work). The Radio Programmer shall:

1. **Develop and Manage Templates:** Create, standardize, and maintain configuration control over codeplugs and agency-specific programming templates across portable, mobile, and base-station radios.

2. **Configure Radio Profiles:** Program talkgroups, frequencies, zones, scan lists, interoperability channels, and mutual-aid networks to support both trunked and conventional radio systems.
3. **Implement and Secure Encryption:** Configure radio encryption, verify cryptographic functionality, and maintain strict, secure handling of all encryption keys and sensitive configuration files.
4. **Support Network Integrations:** Align codeplug architectures to support ISSI/CSSI multi-system network integrations and regional interoperability standards.
5. **Deploy and Update Fleet:** Coordinate agency requirements, manage wide-scale subscriber fleet deployments, and execute manufacturer firmware/software updates across subscriber units.
6. **Execute Testing and Alignment:** Conduct bench, field, and subscriber acceptance testing, and utilize automated radio test equipment to perform automated alignment and optimization.
7. **Diagnose and Troubleshoot:** Identify, diagnose, and resolve programming-related issues, software glitches, and codeplug corruption in both shop and field environments.
8. **Maintain Records and Administrative Control:** Document and track detailed radio programming records, serialization matrices, and deployment history to preserve fleet accountability.
9. **Engage Inter-Agency Stakeholders:** Meet directly with agency representatives to capture operational needs and perform localized field programming as required.
10. **Execute Ancillary Objectives:** Perform other technical and operational duties not otherwise described above, as may be necessary, to carry out the Authority's goals and objectives.
11. **Conduct Programming Audits:** Upon request by the Authority, audit radio programming performed to verify compliance with approved programming requirements, configurations, and applicable standards, and document and report any discrepancies identified.

B. Minimum Qualifications

1. **Five (5) years minimum** professional radio programming experience as follows:
   - ✓ Experience programming public-safety LMR radios.
   - ✓ P25 trunked and conventional experience.
   - ✓ FCC and P25 standards knowledge.
   - ✓ Encryption management experience.
   - ✓ AES encryption experience is required.

C. Desirable Qualifications

1. Motorola Solutions, L3Harris, EF Johnson, Kenwood, BK Technologies, or other major P25 manufacturers' experience strongly preferred.
2. Encryption key-management experience preferred.
3. Multi-agency interoperability experience preferred.
4. Current manufacturer-specific programming qualifications preferred.
5. RF engineering and networking/IP training or certifications.

2.7 Grants and Budget Analyst

The Grants and Budget Analyst shall provide grant administration, financial management, budgeting, forecasting, and fiscal analysis services to support the Authority's programs, operations, projects, and long-term financial sustainability.

The Grants and Budget Analyst shall manage the full lifecycle of Federal, State, local, and private grant funding opportunities, including grant research, application development, award administration, financial tracking, reimbursement and claims processing, compliance, reporting, audit support, and grant closeout.

The Grants and Budget Analyst shall also support development and administration of the Authority's annual budget; monitor revenues and expenditures; prepare financial projections and forecasts; identify anticipated surpluses, shortfalls, and funding requirements; and develop analyses and recommendations to assist Authority leadership in making informed financial and operational decisions.

A. Responsibilities

In addition to the responsibilities set forth herein, the Grants and Budget Analyst shall be responsible for the scope detailed in Section F (Consulting Services), in particular Section F.1.8 (Grants and Budget Services) of this Exhibit A (Scope of Work). The Grants and Budget Analyst shall:

1. Research Federal, State, local, and private grant programs and other funding opportunities applicable to the Authority's mission, operations, infrastructure, public safety communications, technology, emergency preparedness, cybersecurity, interoperability, and capital needs.
2. Monitor and evaluate grant opportunities and grant announcements, Notices of Funding Opportunity (NOFOs),

funding cycles, application deadlines, eligibility requirements, and other potential funding opportunities.

3. Prepare grant applications, narratives, budgets, cost estimates, schedules, supporting documentation, certifications, etc.
4. Review grant award agreements and identify applicable financial, programmatic, and compliance requirements.
5. Develop and maintain grant-specific budgets, expenditure plans, funding schedules, and financial tracking.
6. Monitor grant expenditures to ensure costs are allowable, allocable, reasonable, properly documented, and charged to the appropriate funding source.
7. Prepare and submit grant reimbursement requests, claims, drawdowns, invoices, and other requests for payment.
8. Prepare required financial and programmatic grant reports in coordination with appropriate Authority personnel.
9. Coordinate grant amendments, extensions, budget modifications, scope changes, and other award modifications, and identify grant compliance risks and promptly advise Authority management of potential financial, programmatic, or administrative issues.
10. Support grant monitoring visits, desk reviews, financial reviews, and audits.
11. Prepare periodic grant status reports identifying awards, expenditures, reimbursements, remaining balances, upcoming deadlines, compliance issues, and potential funding opportunities.
12. Monitor actual revenues and expenditures against the adopted budgets, track expenditures, commitments, encumbrances, revenues, reimbursements, and available balances.
13. Prepare periodic budget-to-actual reports and variance analyses.
14. Develop expenditure/evenue projections.
15. Prepare year-end expenditure/available-fund-balance projections, identify anticipated budget surpluses, savings, shortfalls, funding gaps, and emerging financial risks.
16. Develop options/recommendations to address projected funding shortfalls, reallocations, alternative funding sources, use of available reserves, revenue opportunities, etc.
17. Prepare financial reports, charts, presentations, briefing materials, and recommendations for Authority management, the County CEO and the JPA Board, as requested.
18. Perform other duties and tasks not otherwise described above, as may be necessary, to carry out the Authority's goal and objectives.

B. Minimum Qualifications

1. **Option 1:**

   Bachelor's degree in finance, accounting, business administration, public administration, economics, public policy, or a related discipline – **AND** – **Ten (10) years minimum** professional experience in grant administration, governmental budgeting, financial analysis, accounting, fiscal management, or a related field.

2. **Option 2:**

   Associates degree in finance, accounting, business administration, public administration, economics, public policy, or a related discipline – **AND** – **Fifteen (15) years minimum** professional experience in grant administration, governmental budgeting, financial analysis, accounting, fiscal management, or a related field.

C. Desirable Qualifications

1. Demonstrated experience managing the **full lifecycle of grants**, including research, application, award administration, financial management, reimbursement/claims, reporting, compliance, audit support, and closeout.
2. Experience administering Federal and State grants and familiarity with governmental grant requirements, cost principles, procurement requirements, recordkeeping, and audit requirements.
3. Experience developing financial alternatives and recommendations involving expenditure reductions, funding reallocations, use of available balances or reserves, alternative funding sources, and budget curtailments.
4. Experience preparing multi-year financial forecasts, financial models, and scenario analyses.
5. Experience maintaining financial and grant records sufficient to support governmental audits and compliance reviews.
6. Knowledge of Federal grant requirements, including applicable **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)**.
7. Advanced proficiency with Microsoft Excel and experience developing financial models, forecasts, tracking systems, and management reports.
8. Strong analytical, organizational, research, documentation, written communication, and presentation skills.

2.8 Cybersecurity Services Manager

The Cybersecurity Services Manager shall provide comprehensive cybersecurity management, monitoring, assessment, and technical support services necessary to protect the Authority's mission-critical public safety communications network. The Cybersecurity Manager shall also address the security and resilience of the P25 LMR System, including network infrastructure, radio sites, system management platforms, encryption systems, ISSI/CSSI interfaces, broadband gateways, backhaul networks, remote access connections, and other interfaces to external systems.

The Cybersecurity Services Manager shall be provided throughout the term of the Agreement and shall be designed to protect the confidentiality, integrity, availability, and operational resilience of the LMR System while maintaining uninterrupted police, fire, emergency medical, and other public safety communications.

A. Responsibilities

In addition to the responsibilities set forth herein, the Cybersecurity Services Manager shall be responsible for the scope detailed in Section F (Consulting Services), in particular Section F.1.9 (Cybersecurity Services) of this Exhibit A (Scope of Work). The Cybersecurity Services Manager shall:

1. **Plan and Govern Architecture:** Develop, maintain, and update a comprehensive Cybersecurity Management Plan and current system documentation (architecture, network diagrams, access procedures) while ensuring controls do not impair system availability, performance, P25 interoperability, or mission-critical public safety operations.
2. **Assess and Test Vulnerabilities:** Continuously identify, evaluate, and track system-wide vulnerabilities across hardware, software, firmware, and networks through periodic assessments, configuration and firewall reviews, and support for independent penetration testing.
3. **Protect Network Boundaries:** Secure all external system interfaces including ISSI/CSSI connections, broadband gateways, internet/remote connections, and third-party communication interfaces using firewalls, strict network segmentation, access controls, and intrusion detection/prevention systems.
4. **Manage Access Controls:** Implement and inventory multi-factor authentication, role-based access, least-privilege principles, and secure remote-access procedures for administrative, vendor, OEM, subcontractor, and authorized personnel.

5. **Monitor and Respond to Incidents:** Provide mission-critical monitoring to detect, investigate, contain, and mitigate cybersecurity events (malware, ransomware, unauthorized access); immediately notify the Authority of critical incidents, and preserve logs and audit trails for forensic analysis.
6. **Remediate and Patch Systems:** Evaluate, test, and coordinate security patches and firmware updates with equipment manufacturers and the Authority to minimize mission-critical disruptions, tracking all deficiencies through closure.
7. **Administer P25 Cryptographic Key Management:** Design, implement, and govern an enterprise P25 cryptographic key management architecture aligned with NLECC guidelines; manage KMF administration, OTAR deployment, and AES-256 enforcement while provisioning SLN 1–20 national interoperability slots and maintaining secure encrypted interoperability with partner agencies.
8. **Govern Encryption Lifecycles:** Establish procedures for the generation, distribution, rotation, revocation, and secure storage of encryption keys, including rapid-response protocols for compromised, lost, or stolen subscriber radios and encryption devices.
9. **Ensure Resilience and Recovery:** Maintain secure, isolated backups of critical configurations and databases, and develop/test rapid restoration procedures to recover system functionality following a cyberattack, ransomware event, or data corruption.
10. **Coordinate Third-Party Compliance:** Align cybersecurity operations and maintain strict control compliance across equipment manufacturers, telecommunications carriers, subcontractors, interconnected agencies, and third parties.
11. **Audit and Report Posture:** Provide periodic, detailed cybersecurity reports to the Authority covering vulnerabilities, patch status, outstanding risks, and incidents to enable independent assessment of the system's security posture.
12. **Execute Ancillary Objectives:** Perform other technical and operational duties not otherwise described above, as may be necessary, to carry out the Authority's goals and objectives.

B. Minimum Qualifications

1. **Seven (7) years minimum** experience providing cybersecurity, network security, or information security services specifically within mission-critical public safety communications, government, utility, or comparable critical infrastructure environments.
2. **P25 Infrastructure Security:** Demonstrated experience securing P25 Land Mobile Radio (LMR) systems or comparable mission-critical voice networks, with deep technical knowledge of

IP-based radio infrastructure, Network Management Systems (NMS), ISSI/CSSI interfaces, and broadband gateways.

3. **Network and Access Defense:** Extensive experience implementing and administering enterprise firewalls, strict network segmentation, intrusion detection/prevention systems (IDS/IPS), secure remote-access protocols, multi-factor authentication (MFA), and role-based privileged-access controls.
4. **Vulnerability and Incident Management:** Hands-on experience performing cybersecurity risk assessments, continuous security monitoring, vulnerability scanning, patch management, and immediate incident response mitigation.
5. **High-Availability Operations:** Demonstrated ability to protect highly available, zero-downtime systems, including coordinating complex security remediations and patches to completely avoid disruption to active public safety operations.
6. **Availability:** Ability to provide off duty response when there is a critical, urgent cybersecurity issue, such as a cyber attack event.
7. **Technical Writing:** Exceptional written communication skills to document vulnerabilities, system risks, configuration audits, and corrective action plans for both high-level Authority management and technical personnel.

C. Desirable Qualifications and Certifications

1. **Industry Certifications:** Possession of advanced, industry-recognized professional certifications commensurate with a senior analyst or management role (e.g., **CISSP, CISM, CEH, or CompTIA Security+/Network+**).
2. **Encryption and Key Management:** Proven experience supporting encrypted public safety communications, including AES-256 standards, KMF administration, Over-the-Air Rekeying (OTAR), and NLECC key governance (including SLN 1–20 provisioning).
3. **Framework Compliance:** Comprehensive knowledge of the NIST Cybersecurity Framework, CISA public safety communications guidelines, P25 technical standards, and federal cybersecurity practices.
4. **Cross-Agency Interoperability:** Experience coordinating secure, encrypted multi-agency inter-system testing and mutual-aid channel integration across regional trunked networks.

D. Mandatory Regulatory Compliance Vetting

The Cybersecurity Services Manager must successfully clear the following multi-tiered background screening process prior to onboarding:

1. **CJIS National Fingerprint-Based Background Check:** In strict compliance with the **FBI CJIS Security Policy**, the candidate must pass a national, fingerprint-based criminal history record check routed through the State Bureau of Investigation and the FBI. This must be executed under the Authority's **Originating Agency Identifier (ORI)**.

2. **FBI CJIS Security Addendum:** If the candidate is an outsourced consultant or vendor employee, they must execute and maintain a signed FBI CJIS Security Addendum Certification alongside the corporate Management Control Agreement.

3. **Criminal and Identity Verifications**

    a. **Extended Criminal History Search:** A comprehensive **7-to-10-year search** of county, state, and federal criminal courts covering all jurisdictions where the candidate has resided, worked, or attended school.

    b. **Disqualifying Offenses:** Any lifetime conviction for a felony, or any misdemeanor involving data breaches, unauthorized computer access, fraud, theft, identity theft, embezzlement, or breach of trust will result in immediate disqualification.

    c. **Identity and Right-to-Work Verification:** Positive legal identity verification and biometric confirmation of a valid Social Security Number (SSN) and U.S. citizenship, as fingerprint-based domestic CJIS checks cannot validate foreign nationals.

4. **Professional and Financial Credit Suitability**

    a. **Employment and Reference Verification:** Thorough audit of employment history spanning the past **seven (7) years** minimum, including direct supervisor interviews to check for patterns of negligence, policy violations, or insider threat indicators.

    b. **Professional Credential and License Audit:** Direct verification of all claimed academic degrees and active professional certifications (e.g., verifying validity and disciplinary status with the ISC2 credential portal for a CISSP). [1, 2]

    c. **Financial Credit Background Check:** An employment credit check, where permitted by state law, to evaluate financial stability, active judgments, tax liens, or severe debt levels that

could increase vulnerability to bribery, extortion, or insider coercion. [1, 2]

5. **Ongoing and Continuous Requirements**

   a. **Pre-Employment and Random Drug Screening:** Successful completion of a pre-employment drug screening paneled for federally controlled substances, and adherence to the Authority's random drug testing pool regulations. Thereafter, at the sole discretion of the Authority, the Consultant will provide the Authority with a drug screening paneled for federally controlled substances, and adherence to the Authority's random drug testing pool regulations.

2.9 Stakeholder Engagement and Outreach Manager

The Stakeholder Engagement and Outreach Manager shall provide full-time stakeholder engagement, intergovernmental coordination, agency outreach, public information, and communications support services to the Authority.

The Stakeholder Engagement and Outreach Manager shall serve as a primary coordination resource between the Authority and its Members, Subscribers, Affiliates, County Departments, public safety agencies, governmental partners, regional communications systems, prospective System users, elected officers, and other stakeholders. The position shall support the Authority's efforts to maintain and strengthen existing agency relationships, promote effective utilization of the LA-RICS System, expand regional coordination and interoperability, and educate prospective agencies regarding LA-RICS membership, subscription opportunities, System capabilities, and available services.

A. Responsibilities

In addition to the responsibilities set forth herein, the Stakeholder Engagement and Outreach Manager shall perform the scope detailed in Section F (Consulting Services), in particular Section F.1.10 (Stakeholder/Public Coordination and Outreach Services) of this Exhibit A (Scope of Work). The Stakeholder Engagement and Outreach Manager shall:

1. Serve as a primary point of coordination for Authority Members, Subscribers, Affiliates, and other System stakeholders.
2. Establish and maintain effective working relationships with law enforcement, fire, emergency medical services, emergency

management, and other public safety agencies utilizing the LA-RICS System.

3. Maintain regular communication with stakeholders regarding System services, capabilities, operational needs, planned activities, and other matters affecting participating agencies while identifying and documenting action items and follow-up.
4. Facilitate stakeholder meetings, working groups, technical discussions, agency briefings, and other coordination activities.
5. Coordinate with Authority technical and operational staff to obtain timely responses to stakeholder questions and requests.
6. Coordinate with public safety agencies, communications systems, and governmental partners in adjacent counties and jurisdictions regarding interoperability, roaming, mutual aid, emergency operations, and other regional communications matters.
7. Develop and maintain relationships with regional public safety communications partners and other agencies with which the Authority collaborates or provides System support and maintain a contact database.
8. Support regional coordination associated with major incidents, planned events, mutual-aid operations, emergency response, and other multi-agency activities.
9. Assist the Authority in identifying governmental and public safety agencies that may benefit from membership, subscription, affiliation, or other participation in the LA-RICS System.
10. Conduct Authority-directed outreach and serve as an informational resource for prospective Members, Subscribers, Affiliates, and other potential System users, providing information on LA-RICS membership, participation, capabilities, coverage, services, interoperability, resiliency, and other benefits.
11. Coordinate and participate in introductory meetings, presentations, demonstrations, site visits, and informational sessions; identify prospective agencies' operational and communications requirements, existing systems, interoperability and coverage needs, and subscriber considerations; and coordinate with Authority technical personnel to evaluate and respond to technical questions.
12. Maintain and track prospective agency contacts, inquiries, meetings, opportunities, action items, commitments, and follow-up activities.
13. Assist Authority staff with prospective agency onboarding and transition activities, as requested.
14. Prepare agency-specific briefing materials, presentations, correspondence, reports, and other outreach materials.
15. Develop and maintain standardized Authority fact sheets, frequently asked questions, talking points, presentations, briefing materials, and other informational resources.

16. Maintain consistent, accurate, and Authority-approved messaging regarding LA-RICS, its mission, governance, System capabilities, available services, interoperability, resiliency, and regional public safety communications role.
17. Translate technical public safety communications concepts into clear and understandable information for non-technical audiences.
18. Assist with the development of materials communicating System performance, accomplishments, upgrades, projects, major-event support, emergency-response activities, and other Authority achievements.
19. Prepare presentations and briefing materials for Authority management, JPA Board Members, elected officials, public safety executives, governmental agencies, and other stakeholders.
20. Support preparation of correspondence, announcements, informational notices, newsletters, website content, media materials, and other public-facing communications.
21. Assist with responses to public and media inquiries at the direction of the Authority.
22. Prepare talking points and background materials for Authority-designated spokespersons.
23. Support public meetings, JPA Board meetings, stakeholder meetings, agency meetings, community meetings, workshops, and other public-facing activities.
24. Maintain a current library of Authority-approved presentations, fact sheets, System information, statistics, maps, graphics, photographs, talking points, and other communications materials.
25. Ensure that public-facing materials do not disclose confidential, security-sensitive, law-enforcement-sensitive, proprietary, or otherwise restricted System information.
26. Represent the Authority professionally and maintain effective communications with agency executives, command staff, technical personnel, elected officials, governmental representatives, and other stakeholders.
27. The Stakeholder and Public Coordination and Outreach Manager shall conduct all external outreach and public communications at the direction of the Authority and shall not independently establish pricing, contractual terms, membership conditions, policy positions, or other commitments on behalf of the Authority.

B. Minimum Qualifications

1. Bachelor's degree in communications, public administration, public relations, business administration, political science, emergency management, public safety, telecommunications, or a related discipline.

2. **Seven (7) years minimum** professional experience in stakeholder relations, governmental affairs, public outreach, public information, intergovernmental relations, public safety, communications, or a related field as follows:
   - ✓ Experience working with governmental agencies, public safety agencies, or other public-sector organizations.
   - ✓ Experience coordinating with executive management, public safety leadership, elected offices, governmental representatives, and technical personnel.
   - ✓ Experience with conducting agency outreach, stakeholder engagement, presentations, preparing informational briefings/fact sheets, briefing documents, professional presentations, and reports.

C. Desirable Qualifications

1. Experience developing and maintaining relationships with multiple stakeholder organizations. Strong written, verbal, presentation, interpersonal, and organizational skills.
2. Ability to independently manage and track multiple stakeholder requests, commitments, outreach opportunities, and follow-up activities.
3. Ability to work collaboratively with engineering, operations, administrative, financial, legal, and executive personnel.
4. Knowledge of public safety communications, P25 Land Mobile Radio systems, interoperability, emergency communications, or regional communications systems is **highly desirable**.
5. Experience with public information, governmental communications, media relations, or Public Information Officer (PIO) functions is desirable.
6. Experience with customer relationship management (CRM), stakeholder tracking, or similar systems is desirable.
7. Bilingual or multilingual communications capability is desirable.

2.10 Administrative Assistant/Project Coordinator

The Administrative Assistant/Project Coordinator shall provide the Authority with administrative support and serve as an administrative project coordinator to the Authority as may be needed.

B. Responsibilities

In addition to the responsibilities set forth herein, the Administrative Assistant/Project Coordinator shall be responsible for the applicable services detailed in Section F (Consulting Services) in addition to Section F.1.12 (Document Control and Records

Management) of this Exhibit A (Scope of Work). The Administrative Assistant shall:

1. Coordinate meetings and calendars.
2. Prepare agendas.
3. Prepare and distribute meeting minutes.
4. Maintain action-item logs.
5. Maintain project records.
6. Support document control.
7. Organize electronic and hard-copy files.
8. Support JPA Board of Directors and Committee meetings.
9. Prepare reports and presentations and hand out materials.
10. Track correspondence.
11. Maintain contact lists.
12. Assist with invoices and contract records.
13. Support public meetings.
14. Assist with records requests.
15. Coordinate meeting logistics.
16. Provide general support to Authority Project Team members.

The scope in this Exhibit A (Scope of Work) identifies meeting scheduling, minutes, project documents and records, and administrative support as core responsibilities.

C. Minimum Qualifications

1. **Three (3) years minimum** administrative/project coordination experience with the following:
   - ✓ Experience supporting engineering, construction, telecommunications, or government projects.
   - ✓ Proficiency with Microsoft Office, Teams, SharePoint, Adobe Acrobat, and electronic document-management systems.
   - ✓ Strong written and verbal communication skills.

D. Desirable Qualifications

1. Experience with public-agency or Board/Committee support preferred.

3. KEY PERSONNEL QUALIFICATIONS MATRIX

KEY PERSONNEL	MINIMUM QUALIFICATIONS
Program Director (Refer to Section 2.1.B for detailed Minimum Qualifications)	1. Bachelor's degree in engineering, telecommunications, construction management, project management, business administration, or related field. 2. **Fifteen (15) years minimum** of relevant professional experience.

KEY PERSONNEL	MINIMUM QUALIFICATIONS
	3. **Ten (10) years minimum, within the last fifteen (15) years,** of program/project management experience as follows: ✓ Experience managing complex, multi-disciplinary, multi-site infrastructure programs. ✓ Experience managing governmental or public-sector projects. ✓ Experience managing telecommunications, wireless, LMR, public-safety communications, or comparable infrastructure programs. ✓ Experience managing multiple Contractors, Consultants, and Subconsultants. ✓ Experience presenting technical and program information to executive management, governing boards, or public agencies.
Project Manager (Refer to Section 2.2.B for detailed Minimum Qualifications)	1. Bachelor's degree in engineering, telecommunications, construction management, project management, information technology, or related field. 2. **Ten (10) years minimum** of relevant professional experience. 3. **Seven (7) years minimum, within the last ten (10) years,** of project-management experience as follows: ✓ Experience managing telecommunications, wireless, LMR, network, or infrastructure projects. ✓ Experience with multi-site projects. ✓ Experience coordinating engineering and construction activities. ✓ Experience managing public-sector projects.
Field Engineer (Refer to Section 2.3.B for detailed Minimum Qualifications)	1. Bachelor's degree in engineering, telecommunications, construction management, or related discipline. 2. **Seven (7) years minimum** field engineering or related experience as follows: ✓ Experience inspecting communications facilities. ✓ Experience with LMR towers, antenna systems, shelters, power systems, grounding, generators, HVAC, and transmission systems. ✓ Ability to interpret engineering drawings and construction documents. ✓ Experience documenting field conditions. ✓ OSHA/construction safety knowledge.
Telecom/Network Engineer (Refer to Section 2.4.B for detailed Minimum Qualifications)	1. Bachelor's degree in electrical engineering, telecommunications, computer engineering, information technology, or related field. 2. **Five (5) years minimum** telecommunications/network engineering experience. 3. **Three (3) years minimum, within the last five (5) years,** experience with IP networks, wireless, LMR, or public-safety communications as follows. ✓ Experience with geographically distributed networks. ✓ P25/LMR experience ✓ Experience with deploying and troubleshooting LAN/WAN, L2/L3 VPNs, MPLS IP Routing Protocols (RIPV2, OSPF, EIGRP, & BGP), including the routers switches, and firewalls throughout the network. ✓ Experience maintaining Windows Server 2016 or later.

KEY PERSONNEL	MINIMUM QUALIFICATIONS
Real Estate and Site Compliance Manager (Refer to Section 2.5.B for detailed Minimum Qualifications)	1. Bachelor's degree in real estate, business, planning, public administration, law, or related field. 2. **Eight (8) years minimum** real-estate experience. 3. **Five (5) years minimum, within the last eight (8) years,** telecommunications, utility, governmental, commercial, or infrastructure real-estate experience as follows: ✓ Experience negotiating leases, licenses, easements, Rights of Entry (ROEs), and site-access agreements.
Radio Programmer (Refer to Section 2.6.B for detailed Minimum Qualifications)	1. **Five (5) years minimum** professional radio programming experience as follows: ✓ Experience programming public-safety LMR radios. ✓ P25 trunked and conventional experience. ✓ FCC and P25 standards knowledge. ✓ Encryption management experience. ✓ AES encryption experience is required.
Grants and Budget Analyst (Refer to Section 2.7.B for detailed Minimum Qualifications)	1. **Option 1:** ▪ Bachelor's degree in finance, accounting, business administration, public administration, economics, public policy, or a related discipline – **AND** – **Ten (10) years minimum** professional experience in grant administration, governmental budgeting, financial analysis, accounting, fiscal management, or a related field. 2. **Option 2:** ▪ Associates degree in finance, accounting, business administration, public administration, economics, public policy, or a related discipline – **AND** – **Fifteen (15) years minimum** professional experience in grant administration, governmental budgeting, financial analysis, accounting, fiscal management, or a related field.
Cybersecurity Services Manager (Refer to Section 2.8.B for detailed Minimum Qualifications)	1. **Seven (7) years minimum** experience providing cybersecurity, network security, or information security services specifically within mission-critical public safety communications, government, utility, or comparable critical infrastructure environments. 2. **P25 Infrastructure Security:** Demonstrated experience securing P25 Land Mobile Radio (LMR) systems or comparable mission-critical voice networks, with deep technical knowledge of IP-based radio infrastructure, Network Management Systems (NMS), ISSI/CSSI interfaces, and broadband gateways. 3. **Network and Access Defense:** Extensive experience implementing and administering enterprise firewalls, strict network segmentation, intrusion detection/prevention systems (IDS/IPS), secure remote-access protocols, multi-factor authentication (MFA), and role-based privileged-access controls. 4. **Vulnerability and Incident Management:** Hands-on experience performing cybersecurity risk assessments, continuous security monitoring, vulnerability scanning, patch management, and immediate incident response mitigation.

KEY PERSONNEL	MINIMUM QUALIFICATIONS
	4. **High-Availability Operations:** Demonstrated ability to protect highly available, zero-downtime systems, including coordinating complex security remediations and patches to completely avoid disruption to active public safety operations. 5. **Availability:** Ability to provide off duty response when there is a critical, urgent cybersecurity issue such as a cyber attack event. 6. **Technical Writing:** Exceptional written communication skills to document vulnerabilities, system risks, configuration audits, and corrective action plans for both high-level Authority management and technical personnel.
Stakeholder Engagement and Outreach Manager (Refer to Section 2.9.B for detailed Minimum Qualifications)	1. Bachelor's degree in communications, public administration, public relations, business administration, political science, emergency management, public safety, telecommunications, or a related discipline. 2. **Seven (7) years minimum** professional experience in stakeholder relations, governmental affairs, public outreach, public information, intergovernmental relations, public safety, communications, or a related field as follows: ✓ Experience working with governmental agencies, public safety agencies, or other public-sector organizations. ✓ Experience coordinating with executive management, public safety leadership, elected offices, governmental representatives, and technical personnel. ✓ Experience with conducting agency outreach, stakeholder engagement, presentations, preparing informational briefings/fact sheets, briefing documents, professional presentations, and reports.
Administrative Assistant/ Project Coordinator (Refer to Section 2.10.B for detailed Minimum Qualifications)	1. **Three (3) years minimum** administrative/project coordination experience with the following: ✓ Experience supporting engineering, construction, telecommunications, or government projects. ✓ Proficiency with Microsoft Office, Teams, SharePoint, Adobe Acrobat, and electronic document-management systems. ✓ Strong written and verbal communication skills.

4. KEY PERSONNEL CONTINUTY AND REPLACEMENT

The Authority considers the qualifications, experience, availability, and demonstrated capabilities of Consultant's Key Personnel to be material factors to the success of the Consultant's performance under this Agreement.

The Consultant shall therefore maintain the Key Personnel approved by the Authority throughout the term of the Agreement to the maximum extent possible.

The Consultant shall not remove, replace, reassign, or materially reduce the availability of any Key Personnel without the Authority's prior written approval, except in the event of death, resignation, termination of employment, extended illness, or other circumstances beyond the Consultant's reasonable control.

4.1 Authority Approval

The Consultant must provide written notice to the Authority as soon as reasonably practicable when it becomes aware that a Key Personnel member may become unavailable.

Except in circumstances beyond the Consultant's reasonable control, the Consultant shall provide the Authority with **at least thirty (30) calendar days' advance written notice** of a proposed replacement.

The Consultant's notice shall include:

- ✓ Reason for the proposed replacement
- ✓ Proposed effective date
- ✓ Resume of the proposed replacement
- ✓ Qualifications and certifications
- ✓ Relevant project experience
- ✓ Public-sector experience
- ✓ LMR/P25 and telecommunications experience, as applicable
- ✓ Experience comparable to that of the individual being replaced
- ✓ Anticipated level of effort
- ✓ Availability
- ✓ Transition plan
- ✓ Identification of any other Authority assignments or projects for which the proposed replacement is responsible.

4.2 Minimum Replacement Qualifications

Any replacement Key Personnel shall possess qualifications and experience equal to or greater than those of the individual being replaced.

The Authority may consider:

- ✓ Total relevant professional experience
- ✓ Directly relevant project experience
- ✓ Public-sector experience
- ✓ Public-safety communications experience
- ✓ LMR/P25 experience
- ✓ Telecommunications/network experience
- ✓ Experience with comparable projects
- ✓ Management experience
- ✓ Technical certifications
- ✓ Professional licenses
- ✓ Availability
- ✓ Previous experience working with the proposed Consultant team

The Authority shall not be required to approve a replacement solely because the replacement satisfies the minimum qualifications established in this Exhibit A (Scope of Work). The Authority may consider whether the replacement is reasonably equivalent to the Key Personnel member whose qualifications and experience were relied upon in the Authority's approval of Consultant's Key Personnel.

4.3 Transition

The Consultant shall provide an orderly transition between outgoing and incoming personnel.

Unless otherwise approved by the Authority, the transition shall include:

- ✓ Transfer of project knowledge
- ✓ Transfer of project records
- ✓ Review of outstanding issues
- ✓ Review of project schedules
- ✓ Review of risks and action items
- ✓ Introduction to Authority staff and stakeholders
- ✓ Transfer of technical information
- ✓ Transfer of Contractor/Consultant relationships
- ✓ Other activities necessary to prevent disruption to the services

The Consultant shall bear its own costs associated with personnel transition unless otherwise authorized by the Authority.

4.4 Authority-Requested Replacement

The Authority may request replacement of Consultant's personnel (Key Personnel or other personnel assigned to this Agreement) whose performance, conduct, qualifications, responsiveness, availability, or professionalism is determined by the Authority to be inadequate to meet the requirements of the Agreement.

The Consultant shall promptly propose qualified replacement personnel for the Authority's review.

4.5 Authority's Right to Modify Staffing

The Authority reserves the right to modify staffing requirements, request additional specialized expertise, adjust levels of effort, or assign additional tasks based upon project requirements, funding availability, schedule, emergencies, or changes in the Authority's program priorities.

Any such changes shall be implemented in accordance with Section 8 (Amendments) of the Agreement.

F. CONSULTING SERVICES

The Consultant shall provide the Consulting Services set forth in this Section F (Consulting Services). The Consultant must provide these services to the Authority by way of one or more of the following methods:

- **Key Personnel** – One or more of the Key Personnel identified in Section E.2 (Key Personnel) of Section E (Consultant Staffing), may provide the Consulting Services described herein.

- **Subject Matter Expert** – In the event the Key Personnel are not able to provide the Consulting Services described herein, the Consultant may engage a Subject Matter Expert on an as-needed basis, provided the Subject Matter Expert is a professional in the area of expertise being sought and the Authority has approved their retention in accordance with an approved LA-RICS Service Request, Exhibit I (LA-RICS Services Request Form) pursuant to Section 2.7 (Specialized Subject Matter Experts) of this Exhibit A (Scope of Work).

- **Additional Resource(s)** – In the event the Key Personnel and/or Subject Matter Experts are not able to provide the Consulting Services described herein, the Consultant may engage an additional resource(s) on an as-needed basis, provided the resource has the requisite skills/background to provide the service being sought and the Authority has authorized this engagement in advance in accordance with an approved LA-RICS Service Request form, Exhibit I (LA-RICS Service Request Form).

1. KEY SERVICES

Consultant shall provide comprehensive project management services supporting the Authority's regional public-safety communications goals and objectives.

1.1 PROJECT MANAGEMENT SERVICES

Consultant shall oversee Authority Contractors and Consultants, as designated by the Authority, including but not limited to, Motorola Solutions, Inc. (MSI), County of Los Angeles Internal Services Department (ISD), and other entities as may be needed.

Responsibilities shall include:

- ✓ Contract compliance monitoring
- ✓ Deliverable review
- ✓ Quality assurance
- ✓ WAC review
- ✓ Invoice review
- ✓ Issue identification

- ✓ Corrective-action tracking
- ✓ Safety-program review
- ✓ Project meetings
- ✓ Change-order evaluation
- ✓ RFI review
- ✓ RFQ review
- ✓ Schedule monitoring
- ✓ Risk management
- ✓ Performance reporting
- ✓ Contract closeout

These responsibilities expand upon the scope requirements in this Exhibit A (Scope of Work) concerning Contractor performance, WACs, safety, meetings, Change Orders, RFIs, and RFQs.

1.2 PROCUREMENT AND SOLICITATION SUPPORT

Consultant shall provide SMEs to support development of:

- ✓ Requests for Proposals (RFPs)
- ✓ Invitation for Bids (IFBs)
- ✓ Requests for Statements of Qualifications (RFSQs)
- ✓ Requests for Information (RFIs)
- ✓ Requests for Quotes (RFQs)
- ✓ Statements/Scopes of Work (SOWs)
- ✓ Technical specifications
- ✓ Performance requirements
- ✓ Evaluation criteria
- ✓ Independent cost estimates
- ✓ Proposal evaluations
- ✓ Negotiation support

Consultant shall also support implementation, management, and oversight of resulting contracts.

1.3 PROJECT CONTROLS, COST AND SCHEDULE MANAGEMENT

Consultant shall establish and maintain appropriate project controls.

Services shall include:

- ✓ Budget development
- ✓ Cost estimating
- ✓ Cost forecasting
- ✓ Schedule development
- ✓ Critical-path analysis

- ✓ Cost and schedule variance analysis
- ✓ Change management
- ✓ Risk management
- ✓ Independent cost estimates
- ✓ Life-cycle cost analysis
- ✓ Value engineering
- ✓ Earned-value or equivalent progress measurement where appropriate
- ✓ Forecast-at-completion analysis
- ✓ Corrective-action recommendations

The Consultant shall proactively identify potential cost overruns and schedule impacts before they materially affect project delivery. The scope in this Exhibit A (Scope of Work) expressly requires development and monitoring of project budgets and proactive prevention of overspending.

1.4 REPORTING AND EXECUTIVE SUPPORT

Consultant shall provide monthly and as-needed reporting to the Authority.

Reports shall address, as applicable:

- ✓ Overall program status
- ✓ Budget
- ✓ Schedule
- ✓ Risks
- ✓ Issues
- ✓ Contractor performance
- ✓ Engineering
- ✓ Construction
- ✓ Environmental compliance
- ✓ Cyber Security
- ✓ Real estate
- ✓ Site development
- ✓ Radio programming
- ✓ Network integration
- ✓ Quality assurance
- ✓ Safety
- ✓ Change Orders
- ✓ Upcoming milestones
- ✓ Decisions required from the Authority

Consultant shall prepare presentations and briefing materials for the Executive Director, JPA Board, Technical Committee, Operations Committee, Ad-Hoc Committees, and Authority staff. The scope in this Exhibit A (Scope of Work) identifies monthly reporting, risk analysis,

quality-control audits, value analysis, constructability reviews, and executive/Board materials as required services.

1.5 TELECOMMUNICATIONS AND NETWORK ENGINEERING SERVICES

Consultant shall provide telecommunications engineering services for systems transmitting voice, data, and video and shall support integration of disparate systems and networks to achieve interoperability.

Services shall include:

- ✓ Engineering review
- ✓ System architecture
- ✓ Network design
- ✓ Systems integration
- ✓ Interoperability
- ✓ Site audits
- ✓ Tower audits
- ✓ Infrastructure condition assessments;
- ✓ Equipment inventories;
- ✓ Engineering reports;
- ✓ Photographic documentation;
- ✓ Maintenance recommendations;
- ✓ Compliance reviews;
- ✓ Acceptance testing; and
- ✓ Technical advisory services.

Site and tower audits shall consider applicable ANSI/TIA-222 requirements and the technical requirements of Authority agreements, including LA-RICS Agreement No. 007.

1.6 REAL ESTATE SERVICES

Consultant shall provide professional real-estate services associate with the Authority's existing telecommunications sites and proposed communications facilities.

Services shall include:

- ✓ Site acquisition
- ✓ Site access
- ✓ SAAs
- ✓ ROEs
- ✓ Easements
- ✓ Leases

- ✓ Licenses
- ✓ Collocation
- ✓ Property valuation
- ✓ Appraisals
- ✓ Negotiations
- ✓ Acquisition
- ✓ Disposition
- ✓ Public-private partnerships
- ✓ Financing support
- ✓ Regulatory compliance
- ✓ Maintain the Authority's real-estate and site compliance inventory for all existing and new sites.
- ✓ Maintain a current site file and compliance record for each LMR System Site.
- ✓ Review and maintain working knowledge of the terms and conditions applicable to each of the Authority's Site Access Agreements.
- ✓ Develop and maintain a **site-by-site Site Access Agreement compliance matrix** identifying material obligations, deliverables, notification requirements, reporting requirements, inspection requirements, access conditions, payment obligations, insurance requirements, restoration requirements, and other commitments applicable to each site.
  - Matrix should identify and track Authority and Consultant obligations to individual site owners and hosts.
  - Matrix should track for assurance required notices, reports, certifications, documentation, updates, and other information are provided to site owners in accordance with applicable Site Access Agreements.
  - Track SAA and lease expiration dates.
- ✓ Maintain regular communication and coordination with property owners and site owners.
- ✓ Respond to and track site-owner inquiries, requests, notices, and compliance matters.
- ✓ Coordinate site-owner approvals and notifications associated with maintenance, repairs, modifications, equipment changes, construction, inspections, and other activities when required by the applicable agreement.
- ✓ Coordinate amendments, extensions, renewals, and modifications to existing Site Access Agreements, leases, licenses, easements, and other property agreements. Identify potential new sites and support new site acquisition.
- ✓ Conduct property research.
- ✓ Verify property ownership.
- ✓ Coordinate property appraisals, as required.
- ✓ Evaluate collocation opportunities.
- ✓ Support lease, license, easement and site access agreement negotiations.

- ✓ Coordinate ROEs.
- ✓ Support easement acquisition.
- ✓ Coordinate with legal counsel regarding real estate agreements, compliance issues, site owner requirements, and other real estate matters.
- ✓ Support acquisition and disposition.
- ✓ Track rents, fees, escalations, and other financial obligations.
- ✓ Coordinate property owners and site hosts.
- ✓ Identify site-control risks.
- ✓ Support zoning and land-use coordination.
- ✓ Prepare real-estate status reports.
- ✓ Maintain an inventory of permits, licenses, approvals, registrations, certifications, conditions of approval, and other regulatory requirements applicable to each LMR System Site.
- ✓ Develop and maintain a site-by-site permit and regulatory compliance matrix identifying applicable requirements, responsible parties, renewal dates, inspection dates, reporting requirements, submittal deadlines, fees, conditions of approval, and compliance status.
- ✓ Track permit and license expiration and renewal dates and coordinate timely renewals.
- ✓ Review applicable permit and regulatory conditions to identify ongoing operational, inspection, testing, reporting, documentation, and maintenance requirements.
- ✓ Monitor applicable regulatory agency databases, portals, and online compliance systems for the status of Authority facilities, permits, registrations, inspections, notices, requests for information, correspondence, deficiencies, and other compliance matters including, but not limited to:
  - Monitoring applicable Certified Unified Program Agency (CUPA) systems and requirements for Authority sites subject to CUPA oversight.
  - Reviewing applicable online CUPA and regulatory systems for agency inquiries, notices, inspection results, requests for documentation, required submissions, reporting deadlines, corrective actions, and other compliance requirements.
  - Coordinating preparation and timely submission of information, documentation, certifications, responses, renewals, and other materials required by CUPAs and other regulatory agencies.
- ✓ Coordinate with Authority staff, Consultants, Contractors, and subject matter experts to obtain technical information and documentation necessary to respond to regulatory inquiries and compliance requirements.
- ✓ Coordinate and support regulatory inspections and site visits.
- ✓ Document regulatory inspection findings, notices, deficiencies, and corrective-action requirements.
- ✓ Track regulatory and permitting deficiencies and corrective actions through completion and documented closure.

- ✓ Verify completion of required corrective actions and maintain supporting documentation.
- ✓ Promptly identify and escalate expired permits, missed deadlines, unresolved regulatory findings, SAA noncompliance, or other conditions that may create operational, financial, contractual, or regulatory risk to the Authority.
- ✓ Coordinate with appropriate technical personnel regarding environmental, hazardous-material, fuel-system, generator, battery, fire/life-safety, electrical, structural, zoning, building, and other site-related regulatory requirements, as applicable.
- ✓ Maintain current copies of applicable permits, approvals, registrations, inspection records, regulatory correspondence, Site Access Agreements, amendments, notices, certifications, and compliance documentation.
- ✓ Maintain organized and auditable electronic records sufficient to demonstrate compliance with applicable Site Access Agreements and regulatory requirements.
- ✓ Conduct periodic reviews of each LMR System Site to verify that required real-estate, permitting, and regulatory records are complete and current.
- ✓ Develop and maintain a master calendar of SAA obligations, permit renewals, regulatory filings, inspections, owner notifications, reporting requirements, and other recurring site-compliance deadlines.
- ✓ Provide advance notification to Authority management of upcoming expirations, renewals, regulatory deadlines, owner obligations, and other time-sensitive requirements.
- ✓ Support new construction, modifications, equipment replacements, and System upgrades by identifying applicable property-owner approvals, permitting requirements, regulatory requirements, and Site Access Agreement conditions prior to commencement of work.
- ✓ Coordinate with the Authority's engineering, operations, maintenance, construction, environmental, legal, finance, and administrative personnel regarding site-related requirements.
- ✓ Prepare periodic real-estate and site-compliance status reports for the Authority.
- ✓ Maintain dashboards or other Authority-approved tracking mechanisms showing the compliance status of all fifty-eight (58) LMR System Sites.
- ✓ Immediately notify the Authority of material noncompliance, regulatory notices, potential violations, site-access issues, or other conditions that may affect continued operation of an LMR System Site.
- ✓ Perform other real-estate, permitting, regulatory compliance, and site-management activities as requested by the Authority.

1.7 RADIO PROGRAMMING SERVICES

Consultant shall provide radio programming and configuration services for Authority Subscribers and Affiliates.

Services shall include:

- ✓ Portable radio programming
- ✓ Mobile radio programming
- ✓ Control station programming
- ✓ Code-plug development
- ✓ Talk-group configuration
- ✓ Frequency configuration
- ✓ Encryption
- ✓ Interoperability channels
- ✓ Agency templates
- ✓ Fleet deployment
- ✓ Testing
- ✓ Diagnostics
- ✓ Troubleshooting
- ✓ Configuration management
- ✓ ISSI/CSSI support
- ✓ Documentation

These requirements are consistent and in addition to the radio-programming services and scope identified in Section E.2 (Key Personnel), in particular Section E.2.6 (Radio Programmer) of this Exhibit A (Scope of Work).

1.8 GRANTS AND BUDGET SERVICES

The Consultant shall provide grant administration, financial management, budgeting, forecasting, and fiscal analysis services to support the Authority's programs, operations, projects, and long-term financial sustainability.

The Consultant shall manage the full lifecycle of Federal, State, local, and private grant funding opportunities, including grant research, application development, award administration, financial tracking, reimbursement and claims processing, compliance, reporting, audit support, and grant closeout.

The Consultant shall also support development and administration of the Authority's annual budget; monitor revenues and expenditures; prepare financial projections and forecasts; identify anticipated surpluses, shortfalls, and funding requirements; and develop analyses and

recommendations to assist Authority leadership in making informed financial and operational decisions.

The Consultant shall:

- ✓ Research Federal, State, local, and private grant programs and other funding opportunities applicable to the Authority's mission, operations, infrastructure, public safety communications, technology, emergency preparedness, cybersecurity, interoperability, and capital needs.
- ✓ Monitor grant announcements, Notices of Funding Opportunity (NOFOs), funding cycles, application deadlines, eligibility requirements, and other potential funding opportunities.
- ✓ Evaluate potential grant opportunities for eligibility, competitiveness, allowable uses, matching requirements, administrative requirements, and alignment with Authority priorities.
- ✓ Maintain a calendar and tracking system of current and prospective grant opportunities, application deadlines, reporting requirements, performance periods, and closeout dates.
- ✓ Coordinate with Authority management, technical staff, consultants, contractors, Member agencies, and other stakeholders to identify grant-fundable projects and funding priorities.
- ✓ Prepare grant applications, narratives, budgets, cost estimates, schedules, supporting documentation, certifications, and other required application materials.
- ✓ Coordinate submission of grant applications and responses to requests for additional information or clarification.
- ✓ Maintain complete documentation of submitted grant applications, awards, agreements, amendments, correspondence, and supporting records.
- ✓ Review grant award agreements and identify applicable financial, programmatic, reporting, procurement, matching, record-retention, and other compliance requirements.
- ✓ Establish and maintain a grant file and compliance record for each awarded grant.
- ✓ Develop and maintain grant-specific budgets, expenditure plans, funding schedules, and financial tracking.
- ✓ Monitor grant expenditures to ensure costs are allowable, allocable, reasonable, properly documented, and charged to the appropriate funding source.
- ✓ Track grant-funded contracts, purchase orders, expenditures, commitments, encumbrances, reimbursements, and remaining balances.
- ✓ Prepare and submit grant reimbursement requests, claims, drawdowns, invoices, and other requests for payment.
- ✓ Monitor outstanding reimbursements and coordinate resolution of questioned, delayed, or disallowed costs.

- ✓ Prepare required financial and programmatic grant reports in coordination with appropriate Authority personnel.
- ✓ Monitor grant milestones, deliverables, expenditure deadlines, performance periods, matching requirements, and other award conditions.
- ✓ Coordinate grant amendments, extensions, budget modifications, scope changes, and other award modifications when necessary.
- ✓ Identify grant compliance risks and promptly advise Authority management of potential financial, programmatic, or administrative issues.
- ✓ Coordinate corrective actions necessary to maintain grant eligibility and compliance.
- ✓ Maintain documentation necessary to support Federal, State, local, private, and other grant audits and reviews.
- ✓ Support grant monitoring visits, desk reviews, financial reviews, and audits.
- ✓ Coordinate responses to grantor inquiries, findings, requests for documentation, and corrective-action requirements.
- ✓ Perform grant reconciliation and closeout, including final reimbursement requests, expenditure reconciliation, required reports, disposition requirements, and closeout documentation.
- ✓ Maintain grant records in accordance with applicable record-retention requirements.
- ✓ Develop and maintain a comprehensive inventory of active, pending, completed, and prospective grants.
- ✓ Prepare periodic grant status reports identifying awards, expenditures, reimbursements, remaining balances, upcoming deadlines, compliance issues, and potential funding opportunities.
- ✓ Support development and preparation of the Authority's annual operating and capital budgets.
- ✓ Coordinate with Authority management and program personnel to identify annual operating, maintenance, capital, staffing, contractual, and other funding requirements.
- ✓ Develop budget assumptions, estimates, schedules, worksheets, supporting documentation, and financial analyses.
- ✓ Monitor actual revenues and expenditures against the adopted budget throughout the fiscal year.
- ✓ Track expenditures, commitments, encumbrances, revenues, reimbursements, and available balances.
- ✓ Prepare periodic budget-to-actual reports and variance analyses.
- ✓ Identify and analyze significant expenditure and revenue variances and determine contributing factors.
- ✓ Develop expenditure and revenue projections for the current fiscal year and future budget periods.
- ✓ Prepare year-end expenditure and available-fund-balance projections.
- ✓ Identify anticipated budget surpluses, savings, shortfalls, funding gaps, and emerging financial risks.

- ✓ Evaluate the financial impacts of proposed projects, contracts, procurements, staffing changes, System improvements, and other Authority initiatives.
- ✓ Perform scenario and sensitivity analyses to evaluate alternative financial assumptions and courses of action.
- ✓ Develop recommendations for the strategic use, reallocation, or reservation of projected surplus funds consistent with Authority priorities and applicable funding restrictions.
- ✓ Develop options and recommendations to address projected funding shortfalls, including expenditure reductions, deferrals, reallocations, alternative funding sources, use of available reserves, revenue opportunities, and other appropriate mitigation measures.
- ✓ Develop and evaluate potential expenditure curtailment plans when requested by the Authority.
- ✓ Monitor cash flow and anticipated timing of significant revenues, reimbursements, and expenditures.
- ✓ Analyze historical financial trends and utilize such information to support forecasting and long-term financial planning.
- ✓ Assist in development of multi-year financial forecasts and funding strategies.
- ✓ Identify opportunities to maximize grant funding and other external revenues and reduce reliance on unrestricted Authority funding.
- ✓ Evaluate whether planned expenditures may be eligible for existing or prospective grant funding before commitment of other Authority funds.
- ✓ Prepare financial reports, charts, presentations, briefing materials, and recommendations for Authority management and the JPA Board, as requested.
- ✓ Maintain accurate, complete, organized, and auditable financial and grant records.
- ✓ Perform other grant administration, budget, financial analysis, and fiscal management activities as requested by the Authority.
- ✓ The Consultant shall provide the Authority with incident forensics and cybersecurity analysis to address cyber security related incidents. The Consultant analysis shall include, but is not limited to, identifying the time, source, and impact of cybersecurity breaches. The Consultant shall provide the necessary services to fix and prevent a breach should the breach occur within the purview of the Consultant's services.

1.9 CYBERSECURITY SERVICES

Consultant shall provide comprehensive cybersecurity services necessary to protect the Authority's mission-critical public safety communications system and maintain the confidentiality, integrity, availability, and operational resilience of the LMR System.

Cybersecurity services shall address the P25 LMR network and associated infrastructure, including radio sites, network management systems, encryption systems, ISSI/CSSI interfaces, broadband gateways, backhaul networks, remote-access connections, and interfaces with external or third-party systems.

Services shall include:

- ✓ **Plan and Govern Architecture:** Develop, maintain, and update a comprehensive Cybersecurity Management Plan and current system documentation (architecture, network diagrams, access procedures) while ensuring controls do not impair system availability, performance, P25 interoperability, or mission-critical public safety operations.
- ✓ **Assess and Test Vulnerabilities:** Continuously identify, evaluate, and track system-wide vulnerabilities across hardware, software, firmware, and networks through periodic assessments, configuration and firewall reviews, and support for independent penetration testing.
- ✓ **Protect Network Boundaries:** Secure all external system interfaces—including ISSI/CSSI connections, broadband gateways, internet/remote connections, and third-party communication interfaces—using firewalls, strict network segmentation, access controls, and intrusion detection/prevention systems.
- ✓ **Manage Access Controls:** Implement and inventory multi-factor authentication, role-based access, least-privilege principles, and secure remote-access procedures for administrative, vendor, OEM, subcontractor, and authorized personnel.
- ✓ **Monitor and Respond to Incidents:** Provide 24/7/365 mission-critical monitoring to detect, investigate, contain, and mitigate cybersecurity events (malware, ransomware, unauthorized access); immediately notify the Authority of critical incidents, and preserve logs and audit trails for forensic analysis.
- ✓ **Remediate and Patch Systems:** Evaluate, test, and coordinate security patches and firmware updates with equipment manufacturers and the Authority to minimize mission-critical disruptions, tracking all deficiencies through closure.
- ✓ **Administer P25 Cryptographic Key Management:** Design, implement, and govern an enterprise P25 cryptographic key management architecture aligned with NLECC guidelines; manage KMF administration, OTAR deployment, and AES-256 enforcement while provisioning SLN 1–20 national interoperability slots and maintaining secure encrypted interoperability with partner agencies.
- ✓ **Govern Encryption Lifecycles:** Establish procedures for the generation, distribution, rotation, revocation, and secure storage of encryption keys, including rapid-response protocols for compromised, lost, or stolen subscriber radios and encryption devices.
- ✓ **Ensure Resilience and Recovery:** Maintain secure, isolated backups of critical configurations and databases, and develop/test rapid

restoration procedures to recover system functionality following a cyberattack, ransomware event, or data corruption.

- ✓ **Coordinate Third-Party Compliance:** Align cybersecurity operations and maintain strict control compliance across equipment manufacturers, telecommunications carriers, subcontractors, interconnected agencies, and third parties.
- ✓ **Audit and Report Posture:** Provide periodic, detailed cybersecurity reports to the Authority covering vulnerabilities, patch status, outstanding risks, and incidents to enable independent assessment of the system's security posture.
- ✓ **Execute Ancillary Objectives:** Perform other technical and operational duties not otherwise described above, as may be necessary, to carry out the Authority's goals and objectives.

The Consultant shall provide cybersecurity services throughout the service period and shall continuously evaluate the System for emerging cybersecurity threats and vulnerabilities. Cybersecurity activities shall be coordinated with the Authority to minimize impacts to System availability, performance, interoperability, and mission-critical police, fire, emergency medical, and other public safety communications.

The Consultant shall maintain appropriate safeguards for all connections to external systems and networks, including ISSI/CSSI interfaces, broadband gateways, internet connections, remote maintenance connections, and third-party networks. Such safeguards shall include, as appropriate, firewalls, encryption, network segmentation, access controls, intrusion detection and prevention, authentication, monitoring, logging, and other measures necessary to prevent unauthorized access or disruption of the LMR System.

The Consultant shall maintain a cybersecurity incident-response capability appropriate for a mission-critical public safety communications system and shall promptly notify the Authority of actual or suspected cybersecurity incidents that may affect System security, availability, encryption, interoperability, or operations.

The Consultant shall coordinate cybersecurity patching, software updates, firmware updates, and other remediation activities with the Authority and applicable equipment manufacturers. Cybersecurity changes shall be evaluated and tested, as appropriate, prior to implementation to minimize the risk of disruption to mission-critical LMR System operations.

The Consultant shall provide the Authority with periodic cybersecurity reports identifying the overall security posture of the LMR System, identified vulnerabilities and risks, cybersecurity incidents, patch and

remediation status, outstanding corrective actions, and recommendations for improving LMR System security and resilience.

The Consultant shall provide the Authority with incident forensics and cybersecurity analysis to address cyber security related incidents. The Consultant analysis shall include but is not limited to identifying the time, source, and impact of cybersecurity breaches. The Consultant shall provide the necessary services to fix and prevent a breach should the breach occur within the purview of the Consultant's services.

1.9.1 CYBERSECURITY SERVICES PLAN

The Consultant shall provide a comprehensive Cybersecurity Services Plan within sixty (60) days of NTP describing how it proposes to provide the cybersecurity services identified herein throughout the term of the Agreement.

At a minimum, the Cybersecurity Services Plan shall identify:

- ✓ Proposed cybersecurity approach and methodology;
- ✓ Cybersecurity services to be provided;
- ✓ Hours of coverage and availability of cybersecurity personnel;
- ✓ Cybersecurity monitoring tools and technologies;
- ✓ Incident detection, notification, escalation, and response procedures;
- ✓ Proposed response times for Critical, High, Medium, and Low cybersecurity incidents;
- ✓ Vulnerability and patch-management processes;
- ✓ P25 encryption and encryption-key management approach;
- ✓ Remote-access security procedures;
- ✓ Cybersecurity reporting and deliverables;
- ✓ Proposed cybersecurity assessments and testing;
- ✓ Applicable cybersecurity standards, frameworks, and industry best practices; and
- ✓ Identification of cybersecurity responsibilities assigned to the Consultant, Authority, System manufacturer, Subcontractors, and other third parties.

1.10 STAKEHOLDER/PUBLIC COORDINATION AND OUTREACH SERVICES

Consultant shall provide stakeholder coordination, agency engagement and outreach support on behalf of and as directed by the Authority with Authority Members, Subscribers, Affiliates, County Departments, governmental agencies, elected officers, Contractors, Consultants, public safety agencies, property owners, utilities, and stakeholders having an

operational, technical, administrative, or interoperability relationship with the Authority.

Consultant shall support ongoing engagement with existing Member, Subscriber, and Affiliate agencies to understand their operational and technical needs, address LMR System-related issues, communicate LMR System capabilities and planned activities, and promote effective use of LA-RICS services.

Consultant shall also coordinate with public safety agencies and communications systems in adjacent counties and jurisdictions with which the Authority maintains or may establish interoperability, roaming, mutual-aid, emergency-response, technical-support, or other cooperative relationships.

Consultant shall provide outreach support to governmental and public safety agencies that have expressed, or may have, an interest in becoming an Authority Member, Subscriber, Affiliate, or otherwise utilizing LA-RICS services including, but not limited to, the LMR System. Such support shall include providing technical and operational information regarding the System, evaluating potential agency requirements, identifying opportunities for System participation, and assisting Authority staff with presentations, meetings, demonstrations, and other activities intended to inform prospective agencies regarding LA-RICS capabilities and services.

The Consultant shall:

- ✓ Support and participate in stakeholder, Member, User (Subscriber and Affiliate) meetings;
- ✓ Maintain regular communication with existing Member, Subscriber, and Affiliate agencies regarding LMR System operations, services, capabilities, and planned activities;
- ✓ Facilitate technical discussions;
- ✓ Identify, document and track stakeholder requirements, concerns, requests and commitments;
- ✓ Coordinate responses to stakeholder technical, operational, and administrative inquiries;
- ✓ Coordinate with neighboring and regional public safety communications systems regarding interoperability, roaming, mutual aid, emergency operations, and other shared communications requirements;
- ✓ Support coordination with public safety agencies in adjacent counties and jurisdictions receiving or providing interoperable communications or other LMR System support;
- ✓ Participate in regional interoperability and public safety communications coordination activities as requested by the Authority;

- ✓ Support coordination associated with major incidents, planned events, mutual-aid operations, and regional emergency response;
- ✓ Support public meetings;
- ✓ Prepare presentations, briefing materials, correspondence, and other stakeholder communications;
- ✓ Respond to requests from interested agencies for technical and operational information regarding LA-RICS capabilities and available services;
- ✓ Meet with prospective agencies to identify communications requirements, existing infrastructure, subscriber needs, interoperability requirements, coverage considerations, and other factors relevant to potential participation in LA-RICS;
- ✓ Assist in evaluating the technical feasibility and operational requirements associated with onboarding prospective agencies;
- ✓ Explain LMR System capabilities, coverage, interoperability, resiliency, security, available services, and other technical aspects of LA-RICS to prospective agencies;
- ✓ Prepare technical information, presentations, briefing materials, reports, system information, and other materials supporting Authority outreach efforts;
- ✓ Support System demonstrations, site visits, agency briefings, workshops, and informational meetings;
- ✓ Assist Authority staff in responding to technical questions raised by prospective Members, Subscribers, Affiliates, elected officials, agency executives, public safety leadership, and technical personnel;
- ✓ Maintain and track prospective agency inquiries, technical requirements, commitments, action items, and follow-up activities;
- ✓ Coordinate with Authority technical, operational, administrative, legal, and financial personnel as necessary to support prospective agency participation;
- ✓ Support community and governmental outreach activities, as requested;
- ✓ Provide multilingual services when requested; and
- ✓ Maintain professional communications representing the Authority's interests.

The Consultant shall work collaboratively with Authority staff to maintain effective relationships with existing LMR System users and regional partners and to support the Authority's efforts to expand participation in and utilization of the LA-RICS LMR System.

All outreach to prospective Members, Subscribers, Affiliates, and other potential LMR System users shall be coordinated with and conducted at the direction of the Authority. The Consultant shall provide technical, operational, and administrative support necessary to assist prospective agencies in evaluating LA-RICS services; however, the Authority shall

retain responsibility for establishing membership, subscriber, affiliate, pricing, contractual, policy, and other terms of participation.

The Consultant shall maintain appropriate records of stakeholder and outreach activities and, as requested by the Authority, provide periodic reports identifying agency contacts, meetings conducted, requests received, outstanding issues, potential participation opportunities, required follow-up actions, and the status of ongoing stakeholder and outreach efforts.

These responsibilities build upon the existing requirements for coordination with Members, Subscribers, Affiliates, County Departments, elected offices, JPA Board meetings, and public meetings.

1.11 PUBLIC INFORMATION AND COMMUNICATIONS SUPPORT

Consultant shall provide public information, communications, and messaging support to assist the Authority in communicating accurate, consistent, and timely information regarding LA-RICS, its mission, LMR System capabilities, services, projects, operations, accomplishments, and regional public safety communications role.

Consultant shall support the development and maintenance of consistent, Authority-approved messaging for use with Member, Subscriber, and Affiliate agencies; prospective LMR System users; public safety agencies; governmental partners; elected offices; stakeholders; media; and the general public.

Services shall include:

- ✓ Develop and maintain standardized fact sheets describing LA-RICS, the System, available services, capabilities, coverage, interoperability, resiliency, and other Authority-approved information;
- ✓ Develop and maintain consistent public-facing descriptions of LA-RICS, its mission, governance, services, and role in regional public safety communications;
- ✓ Prepare talking points, key messages, frequently asked questions (FAQs), briefing documents, background materials, and other communications resources;
- ✓ Develop standardized messaging and informational materials for use by Authority staff, Board Members, and other authorized representatives;
- ✓ Review existing Authority communications materials for accuracy, consistency, clarity, and currency;

- ✓ Update fact sheets, presentations, website content, informational materials, and other communications resources as LMR System capabilities, services, membership, or other information changes;
- ✓ Develop communications materials tailored to existing Members, Subscribers, Affiliates, prospective agencies, elected officials, public safety executives, technical personnel, and the general public;
- ✓ Translate complex technical information regarding public safety communications into clear and understandable public-facing language;
- ✓ Prepare materials explaining P25 radio communications, interoperability, coverage, resiliency, encryption, cybersecurity, roaming, mutual aid, and other LMR System capabilities in a manner appropriate for non-technical audiences;
- ✓ Prepare presentations, executive briefings, handouts, brochures, graphics, talking points, and other informational materials;
- ✓ Support communications regarding significant LMR System projects, improvements, upgrades, milestones, and accomplishments;
- ✓ Support development of messaging regarding the Authority's role during major incidents, emergencies, disasters, planned events, and regional public safety operations;
- ✓ Assist with documenting and communicating LMR System performance, reliability, resiliency, interoperability, and operational accomplishments;
- ✓ Develop case studies, success stories, and other materials demonstrating the value and benefits of LA-RICS participation;
- ✓ Support development of communications materials for prospective Members, Subscribers, Affiliates, and other agencies considering use of LA-RICS services;
- ✓ Coordinate public-facing messaging with stakeholder and agency outreach activities;
- ✓ Prepare draft correspondence, announcements, informational notices, newsletters, articles, press releases, media statements, and other communications as requested by the Authority;
- ✓ Assist in preparing responses to media and public inquiries regarding LMR System operations, projects, capabilities, and services;
- ✓ Prepare media talking points and briefing materials for Authority-designated spokespersons;
- ✓ Support preparation for interviews, press conferences, public meetings, Board meetings, community meetings, and other public-facing events;
- ✓ Assist with website and digital communications content related to Authority programs, projects, LMR System services, and accomplishments;
- ✓ Support development of visual communications materials, including maps, diagrams, infographics, photographs, and other graphics illustrating LMR System capabilities and activities;

- ✓ Maintain templates and standards to promote consistent branding, terminology, messaging, formatting, and presentation of Authority communications;
- ✓ Maintain a library of current Authority-approved fact sheets, presentations, talking points, graphics, photographs, statistics, and other communications materials;
- ✓ Verify technical and operational information with appropriate Authority and Consultant subject matter experts prior to publication or external distribution;
- ✓ Coordinate communications with Authority Members, Subscribers, Affiliates, County departments, governmental agencies, public safety partners, and other stakeholders, as directed by the Authority;
- ✓ Support communications coordination with partner agencies in adjacent counties and jurisdictions when LA-RICS participates in mutual aid, interoperability, emergency response, or other regional activities;
- ✓ Provide communications support during emergencies, significant System events, major planned events, or other circumstances requiring timely public or stakeholder information;
- ✓ Monitor public-facing information regarding LA-RICS for accuracy and recommend corrections or updates when appropriate;
- ✓ Maintain records and archives of approved communications materials;
- ✓ Provide multilingual communications support when requested; and
- ✓ Perform other public information and communications support services as requested by the Authority.

The Consultant shall coordinate all public-facing communications with the Authority and shall ensure that information released or prepared for external distribution is accurate, consistent with Authority-approved messaging, and appropriately reflects the Authority's mission and interests.

The Consultant shall not independently issue press releases, make public statements on behalf of the Authority, respond to media inquiries as an official Authority spokesperson, post information to Authority-controlled public communications platforms, or otherwise represent that it is authorized to speak on behalf of the Authority unless specifically authorized by the Authority.

Consultant shall ensure that public information and communications activities do not disclose confidential, security-sensitive, law-enforcement-sensitive, proprietary, or otherwise restricted information. Prior to external distribution, the Consultant shall coordinate with appropriate Authority personnel to ensure that maps, photographs, diagrams, technical specifications, cybersecurity information, radio site information, network architecture, operational procedures, and other System information are appropriate for public release.

The Authority shall retain final review and approval authority over public-facing messaging, press releases, fact sheets, presentations, media responses, website content, and other communications intended for external distribution.

1.12 DOCUMENT CONTROL AND RECORDS MANAGEMENT

Consultant shall maintain accurate and complete project records.

Records shall include, as applicable:

- ✓ Contracts
- ✓ Amendments
- ✓ Correspondence
- ✓ Meeting minutes
- ✓ RFIs
- ✓ RFQs
- ✓ Submittals
- ✓ Drawings
- ✓ Specifications
- ✓ Change Orders
- ✓ Contract Amendments
- ✓ Invoices
- ✓ WACs
- ✓ Inspection reports
- ✓ Test reports
- ✓ Environmental documents
- ✓ Real-estate documents
- ✓ Photographs
- ✓ As-built drawings
- ✓ Acceptance documentation
- ✓ Other project records

Consultant shall maintain appropriate document naming, version control, distribution, retention, and archival procedures.

2. OTHER SERVICES

In the event the Authority requires the Consultant to perform other services or tasks as described in Sections 2.1 through 2.7 below, which may be specialized in nature and the Consultant must engage SMEs or other resources to perform such services and/or tasks, the Consultant shall utilize the LA-RICS Service Request process, completing a Service Request (Exhibit I [LA-RICS Service Request Form]). The Consultant must complete the Service Request form and must identify at minimum, the scope, schedule, proposed staffing, deliverables, and cost. The proposed work may be based on the hourly rates set forth in

Exhibit C (Rate Schedule) and/or lump sum basis provided the scope, schedule, staffing, deliverables, and cost are mutually agreed to by both parties. Any such other services or tasks shall be approved in advance by the Authority via the LA-RICS Service Request process and complete Exhibit I (LA-RICS Service Request Form), which must be approved by the Authority.

Once a Service Request is approved by the Authority and such approved/signed Service Request is transmitted to the Consultant, the Consultant may commence the work

2.1 ENVIRONMENTAL SERVICES

Consultant shall provide environmental services required to support Authority projects, including CEQA and NEPA compliance, environmental assessments, technical studies, mitigation monitoring, permitting support, and environmental testing and abatement.

Services may include:

- ✓ CEQA documentation
- ✓ NEPA documentation
- ✓ Environmental Assessments
- ✓ Environmental Impact Reports
- ✓ Phase I Environmental Site Assessments
- ✓ Phase II Environmental Site Assessments
- ✓ Biological surveys
- ✓ Biological assessments
- ✓ Cultural-resource surveys
- ✓ Cultural-resource reports
- ✓ SHPO coordination
- ✓ Native American consultation
- ✓ USFWS consultation
- ✓ CDFW consultation
- ✓ Environmental mitigation monitoring
- ✓ Hazardous-material assessments
- ✓ Asbestos testing
- ✓ Lead testing
- ✓ Soil testing
- ✓ Groundwater testing
- ✓ Air-quality testing
- ✓ Noise testing
- ✓ Mold testing;
- ✓ Hazardous-waste characterization
- ✓ Abatement specifications
- ✓ Abatement monitoring
- ✓ Post-abatement confirmation testing

This scope identifies these environmental functions, including biological and cultural resources work and federal/state consultation.

2.2 NEW LMR SYSTEM SITE DEVELOPMENT

Consultant shall support development of new LMR System Sites from initial site assessment through final acceptance and turnover.

Services shall include:

- ✓ Site feasibility
- ✓ Site selection
- ✓ Structural assessment
- ✓ Equipment inventory
- ✓ Access evaluation
- ✓ Power assessment
- ✓ Emergency-power assessment
- ✓ Shelter requirements
- ✓ HVAC
- ✓ Grounding and bonding
- ✓ Lightning protection
- ✓ Tower and antenna infrastructure
- ✓ FAA obstruction requirements
- ✓ Fire protection
- ✓ Telco services
- ✓ RF exposure compliance
- ✓ Transmission-line infrastructure
- ✓ Microwave path analysis
- ✓ Civil and earthwork requirements
- ✓ Environmental compliance
- ✓ Real-estate requirements
- ✓ Cost estimating
- ✓ Procurement
- ✓ Design review
- ✓ Pre-construction
- ✓ Construction management
- ✓ Systems integration
- ✓ Testing and commissioning
- ✓ Closeout

This scope provides a detailed list of site-development considerations that shall remain applicable to the Consultant's site-development responsibilities.

2.3 RISK MANAGEMENT

Consultant shall establish and maintain a project risk-management process.

At a minimum, Consultant shall identify and monitor risks associated with:

- ✓ Schedule
- ✓ Budget
- ✓ Design
- ✓ Construction
- ✓ Real estate
- ✓ Environmental compliance
- ✓ Permitting
- ✓ Procurement
- ✓ Technology
- ✓ System integration
- ✓ Network availability
- ✓ Radio interoperability
- ✓ Site access
- ✓ Power
- ✓ Structural conditions
- ✓ Contractor performance
- ✓ Supply chain
- ✓ Safety
- ✓ Operational readiness

Consultant shall assign risk owners, assess probability and impact, identify mitigation strategies, and report material risks to the Authority.

2.4 CONSTRUCTION MANAGEMENT

Consultant shall provide construction-management support as may be needed and requested by the Authority.

Services shall include:

- ✓ Pre-construction meetings
- ✓ Construction schedule review
- ✓ Submittal review
- ✓ RFI management
- ✓ RFQ/change management
- ✓ Field inspections
- ✓ Quality control
- ✓ Safety monitoring
- ✓ Pay-application review
- ✓ Change-order evaluation

- ✓ Progress reporting
- ✓ Utility coordination
- ✓ Punch-list development
- ✓ Final inspections
- ✓ Acceptance testing
- ✓ Closeout documentation
- ✓ Warranty administration

The Consultant shall monitor project budget, schedule, quality, and safety throughout construction, as applicable.

2.5 SYSTEMS INTEGRATION AND COMMISSIONING

Consultant shall coordinate integration of new and modified facilities into the Authority's existing LMR System and telecommunications network.

Services shall include:

- ✓ Integration planning
- ✓ Interface coordination
- ✓ Network connectivity
- ✓ RF integration
- ✓ Microwave/fiber integration
- ✓ Equipment configuration
- ✓ Factory testing
- ✓ Site testing
- ✓ System acceptance testing
- ✓ Interoperability testing
- ✓ Coverage/performance verification
- ✓ Cutover planning
- ✓ Operational-readiness assessment
- ✓ Deficiency resolution
- ✓ Final system acceptance

Consultant shall coordinate closely with the Authority's Contractors, Consultants, and Authority technical staff, Subscribers, Affiliates, and operational personnel.

2.6 EMERGENCY AND PRIORITY SUPPORT

Due to the public-safety nature of the Authority's communications systems, Consultant shall maintain the capability to provide priority technical and project-management support when requested by the Authority.

Such support may include:

- ✓ Emergency site inspections;
- ✓ Major equipment failures;
- ✓ Severe weather events;
- ✓ Wildfire-related impacts;
- ✓ Earthquake or other disaster-related impacts;
- ✓ Loss of commercial power;
- ✓ Generator or DC power failures;
- ✓ Tower or antenna damage;
- ✓ Network outages;
- ✓ Radio-system failures;
- ✓ Emergency site access coordination;
- ✓ Critical system cutovers; and
- ✓ Other events affecting public-safety communications.

The Consultant shall identify appropriate after-hours or emergency contacts in its Staffing Plan pursuant to Section E (Consulting Staffing), in particular Section 1 (Staffing Plan) of this Exhibit A (Scope of Work).

2.7 SPECIALIZED SUBJECT MATTER EXPERTS

The Consultant may utilize Subconsultants and specialized SMEs where specialized expertise is required.

Potential specialties include:

- ✓ Structural engineering (including Tower Analysis)
- ✓ RF Engineering Specialist (interference, troubleshooting, intermodulation analysis, radio coverage study and verification)
- ✓ Network engineering
- ✓ Environmental services
- ✓ Biological resources
- ✓ Cultural resources
- ✓ Real estate
- ✓ Appraisal
- ✓ Construction management
- ✓ Geotechnical engineering
- ✓ Civil engineering
- ✓ Electrical engineering
- ✓ Estimator
- ✓ Hazardous Materials clean up
- ✓ Heavy Equipment Operator
- ✓ Interoperability Specialist
- ✓ Executive Communication Specialist
- ✓ Fire protection

- ✓ Cybersecurity
- ✓ Camera Repair/Alarm System Repair
- ✓ Public Agency Liaison
- ✓ Radio programming
- ✓ Tower climber
- ✓ Tower inspection
- ✓ Safety
- ✓ Other specialized disciplines

The Consultant shall remain fully responsible for the performance of all Subconsultants.

G. TRAVEL AND FIELD SERVICES

Consultant shall provide personnel capable of traveling throughout Los Angeles County and to remote LMR System Sites.

Travel may be required for:

- ✓ Site inspections
- ✓ Construction oversight
- ✓ Emergency response
- ✓ Contractor meetings
- ✓ Stakeholder meetings
- ✓ Public meetings
- ✓ Board and committee meetings
- ✓ Training
- ✓ Testing
- ✓ Conferences
- ✓ Other Authority-authorized activities

Consultant shall comply with applicable Authority travel policies and requirements.

H. ADDITIONAL SERVICES

The Authority may request additional professional services that are reasonably related to the scope of work and objectives of this Agreement but are not specifically identified in this Exhibit A (Scope of Work).

Prior to commencing such services, the Authority and Consultant shall mutually agree upon the scope, schedule, staffing, deliverables, and cost. Any such Additional Services will be incorporated into the Agreement pursuant Section 8 (Amendments) of the Agreement.

No additional work shall be performed without appropriate Authority authorization.

I. DELIVERABLES

Depending on the applicable task, Consultant shall provide deliverables that may include:

- ✓ Project Management Plans
- ✓ Staffing Plans
- ✓ Project schedules
- ✓ Budget reports
- ✓ Cost estimates
- ✓ Monthly status reports
- ✓ Risk registers
- ✓ Issue logs
- ✓ Meeting agendas and minutes
- ✓ Technical memoranda
- ✓ Engineering reports
- ✓ Site inspection reports
- ✓ Tower/site audit reports
- ✓ Environmental reports
- ✓ Real-estate status reports
- ✓ Procurement documents
- ✓ Technical specifications
- ✓ Construction reports
- ✓ RFI/RFQ logs
- ✓ Change-order analyses
- ✓ Testing and acceptance reports
- ✓ Radio programming documentation
- ✓ As-built documentation
- ✓ Closeout reports
- ✓ Executive/Board presentations
- ✓ Provide any other deliverables not otherwise described above, as may be necessary, to carry out the Authority's goal and objectives.

All deliverables shall be prepared in a professional format acceptable to the Authority and shall be subject to the Authority's review and acceptance procedures.

J. PERFORMANCE STANDARD

Consultant shall perform all services in a professional and timely manner consistent with the level of care and skill ordinarily exercised by qualified professionals performing comparable services for complex public-safety telecommunications and infrastructure programs.

Consultant shall proactively identify problems rather than merely report existing conditions. Recommendations provided to the Authority shall, to the extent practicable, identify:

- ✓ The issue or condition
- ✓ Cause
- ✓ Potential impact
- ✓ Alternatives
- ✓ Recommended solution
- ✓ Cost implications
- ✓ Schedule implications
- ✓ Risks
- ✓ Required Authority action
- ✓ Recommended next steps.

The Consultant's role shall be to provide the Authority with **independent, technically informed, and actionable project-management and field/network engineering advice** to support successful delivery, operation, maintenance, and continued enhancement of the regional public-safety communications system.

EXHIBIT B
AGREEMENT BUDGET

NOT ATTACHED TO SAMPLE AGREEMENT

EXHIBIT C
RATE SCHEDULE

NOT ATTACHED TO SAMPLE AGREEMENT

EXHIBIT D
INFORMATION SECURITY AND PRIVACY REQUIREMENTS

The Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority) is committed to safeguarding the Integrity of the Authority and its member agencies, subscriber and affiliates, systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit (Exhibit D) sets forth the Authority and the Consultant'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 Consultant 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 Authority and Consultant (the "Contract") and any other agreements between the parties. However, it is the Consultant's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all Authority 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 Consultant, entitling the Authority, 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 Agreement, the definitions herein contained are specific to the uses within this Exhibit D.

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. Authority Information: all Data and Information belonging to the Authority.

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 Authority 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 Authority'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 Authority 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 Authority 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 the Authority is under the direct control of the Authority, whether or not they are paid by the Authority. This includes, but may not be limited to, full and part time elected or appointed officials, employees of the County and other member agencies, affiliates, associates, students, volunteers, and staff from third-party entities who provide service to the Authority.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

a. Information Security Program

The Consultant shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the Authority Information covered under this Agreement.

Consultant's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Consultant 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 Consultant shall exercise the same degree of care in safeguarding and protecting Authority Information that the Consultant exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Consultant will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of Authority Information.

The Consultant's Information Security Program shall:

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

b. Privacy Program

The Consultant shall 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 Authority Information. The Consultant's Privacy Program shall 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 Consultant employees, agents, and volunteers. The Consultant's Privacy Policies, guidelines, and procedures shall 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 Consultant's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

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

The Consultant Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Consultant 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 Authority 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 AUTHORITY INFORMATION

All Authority Information is deemed property of the Authority, and the Authority shall retain exclusive rights and ownership thereto. Authority Information shall not be used by the Consultant for any purpose other than as required under this Agreement, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Consultant, or commercially exploited or otherwise used by, or on behalf of, the Consultant, its officers, directors, employees, or agents. The Consultant may assert no lien on or right to withhold from the Authority, any Authority Information it receives from, receives addressed to, or stores on behalf of, the Authority. Notwithstanding the foregoing, the Consultant may aggregate, compile, and use Authority Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Consultant, provided that (i) no Authority Information in such aggregated or compiled

pool is identifiable as originating from, or can be traced back to the Authority, 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 Consultant specifically consents to the Authority's access to such Authority Information held, stored, or maintained on any and all devices Consultant owns, leases or possesses.

4. CONSULTANT'S USE OF AUTHORITY INFORMATION

The Consultant may use Authority Information only as necessary to carry out its obligations under this Agreement. The Consultant shall collect, maintain, or use Authority Information only for the purposes specified in the Agreement 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 Authority 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 AUTHORITY INFORMATION AND DATA

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

6. CONFIDENTIALITY

a. Confidentiality of Authority Information

The Consultant agrees that all Authority Information is Confidential and proprietary to the Authority regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".

b. Disclosure of Authority Information

The Consultant may disclose Authority Information only as necessary to carry out its obligations under this Agreement, or as required by law, and is prohibited from using Authority Information for any other purpose without the prior express written approval of the Authority contract administrator in consultation with the Authority's Assistant Chief LMR System Officer. If required by a court of competent jurisdiction or an administrative body to disclose Authority Information, the Consultant shall notify the Authority's contract administrator immediately and prior to any such disclosure, to provide the Authority 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 Agreement, the Consultant may encounter Authority Non-public Information ("NPI") in the course of performing this

Agreement, 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 County of Los Angeles Board of Supervisors Policy 6.104 (Information Classification Policy) as NPI, which by extension is applicable to the Authority. The Consultant shall not disclose or publish any Authority NPI and material received or used in performance of this Agreement. This obligation is perpetual.

d. Individual Requests

The Consultant shall acknowledge any request or instructions from the Authority regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Consultant shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the Authority within seven (7) calendar days. If an individual makes a request directly to the Consultant involving Authority Information, the Consultant shall notify the Authority within five (5) calendar days and the Authority will coordinate an appropriate response, which may include instructing the Consultant to assist in fulfilling the request. Similarly, if the Consultant receives a privacy or security complaint from an individual regarding Authority Information, the Consultant shall notify the Authority as described in Section 14 (Security and Privacy Incidents), and the Authority will coordinate an appropriate response.

e. Retention of Authority Information

The Consultant shall not retain any Authority Information for any period longer than necessary for the Consultant to fulfill its obligations under the Agreement and applicable law, whichever is longest.

7. CONSULTANT EMPLOYEES

The Consultant shall perform background and security investigation procedures in the manner prescribed in this Exhibit unless the Agreement prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this Exhibit.

To the extent permitted by applicable law, the Consultant shall screen and conduct background investigations on all Consultant employees and Subconsultants as appropriate to their role, with access to the Authority Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Consultant, regardless of whether the member of the Consultant's staff passes or fails the background investigation. The Consultant, in compliance with its legal obligations, shall conduct an individualized assessment of their

employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to Authority Information to ensure that no individual accesses Authority Information whose past criminal conduct poses a risk or threat to Authority Information.

The Consultant and its employees, agents, and volunteers to abide by the requirements in this Exhibit.

The Consultant shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Consultant 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 Authority Information: The proper identification, storage, transfer, archiving, and destruction of Authority 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 Consultant's Privacy Policies and procedures as described in Section 2.b (Privacy Program) of this Exhibit D.

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

8. SUBCONSULTANTS AND THIRD PARTIES

The Authority acknowledges that in the course of performing its services, the Consultant may desire or require the use of goods, services, and/or assistance of Subconsultants or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subconsultants and third parties. The Consultant or third party shall be subject to the following terms and conditions: (i) each Subconsultant 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 Consultant 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 Agreement including this Exhibit; and (ii) the Consultant shall be and remain fully liable for the acts and omissions of each Subconsultant and third party, and fully responsible for the due and proper performance of all Consultant obligations under this Agreement.

The Consultant shall obtain advanced approval from the Authority's Assistant Chief LMR System Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF AUTHORITY INFORMATION

All Authority Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Consultant 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 Authority Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the Authority's Assistant Chief LMR System Officer.

The Consultant will encrypt Authority Information transmitted on networks outside of the Consultant'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 Authority's Assistant Chief LMR System Officer.

In addition, the Consultant shall not store Authority Information in the cloud or in any other online storage provider without written authorization from the Authority's Assistant Chief LMR System Officer. All mobile devices storing Authority Information shall 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 Authority's Assistant Chief LMR System Officer.

10. RETURN OR DESTRUCTION OF AUTHORITY INFORMATION

The Consultant shall return or destroy Authority Information in the manner prescribed in this Exhibit unless the Agreement prescribes procedures for returning or destroying Authority Information and those procedures are no less stringent than the procedures described in this Exhibit.

a. Return or Destruction

Upon Authority's written request, or upon expiration or termination of this Agreement for any reason, Consultant shall (i) promptly return or destroy, at the Authority's option, all originals and copies of all documents and materials it has received containing Authority 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 Agreement; and (iii) deliver or destroy, at the Authority'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 Consultant, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Exhibit. For all documents or materials referred to in Subsections (i) and (ii) of this Exhibit that the Authority requests be returned to the Authority, the Consultant shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the Authority. For documents or materials referred to in Subsections (i) and (ii) of this Exhibit that the Authority requests be destroyed, the Consultant shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Exhibit. Upon termination or expiration of the Agreement or at any time upon the Authority's request, the Consultant shall return all hardware, if any, provided by the Authority to the Consultant. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the Authority.

b. Method of Destruction

The Consultant shall 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 Authority Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the Authority Information cannot be retrieved. The Consultant will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the Authority Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated Authority contract manager within ten (10) days of termination or expiration of the Agreement or at any time upon the Authority's request. On termination or expiration of this Agreement, the Authority will return or destroy all Consultant's Information marked as confidential (excluding items licensed to the Authority hereunder, or that provided to the Authority by the Consultant hereunder), at the Authority's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Consultant facilities that process Authority 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.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Consultant shall: (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 Consultant 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 Authority 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 Authority 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 Consultant makes backups to removable media (as described in Section 9 (Storage and Transmission of Authority Information)), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 (Storage and Transmission of Authority Information).

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 (Storage and Transmission of Authority Information), Authority Information (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly approved by the Authority's Assistant Chief LMR System Officer in writing; and (ii) if transferred using removable media (as described in Section 9 (Storage and Transmission of Authority Information) must be sent via a bonded courier and protected using encryption technology designated by the Consultant and approved by the Authority's Assistant Chief LMR System Officer in writing. The foregoing requirements shall apply to back-up media stored by the Consultant at off-site facilities.

The Consultant shall implement formal procedures to control access to Authority 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 shall 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 Consultant will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to Authority Information is removed in a timely manner;

d. Applications will include access control to limit user access to Authority Information and application system functions;

e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Consultant shall 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 Authority Information)) must be disposed of or sent off-site for servicing, the Consultant shall ensure all Authority Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 (Storage and Transmission of Authority Information).

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Consultant shall:

a. Promptly notify the Authority's Assistant Chief LMR System Officer and Designee within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

Assistant Chief LMR System Officer

Ted Pao
Authority's Assistant Chief LMR System Officer
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
(323) 881-8028
tpao@lasd.org

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 Authority Information involved in the reported Incident,
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 Authority to investigate the Incident and seek to identify the specific Authority Information involved in the Incident upon the Authority's written request, without charge, unless the Incident was caused by the acts or omissions of the Authority. As Information about the Incident is collected or otherwise becomes available to the Consultant, and unless prohibited by law, the Consultant shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the Authority to allow the Authority 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 Authority, law firms, and and/or law enforcement agencies at the direction of the Authority to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the Authority on any additional disclosures that the Authority is required to make as a result of the Incident.

f. Allow the Authority or its third-party designee at the Authority's election to perform audits and tests of the Consultant'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 Authority Information.

Notwithstanding any other provisions in this Agreement and Exhibit, the Consultant shall 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 Authority Information caused by the Authority's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Consultant acknowledges and agrees that due to the unique nature of Authority 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 Authority, and therefore, that upon any such breach, the Authority 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) shall constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of the Authority.

16. AUDIT AND INSPECTION

a. Self-Audits

The Consultant shall 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 Consultant'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 Authority.

The Consultant shall 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 Consultant shall provide the audit results and any corrective action documentation to the Authority promptly upon its completion at the Authority's request. With respect to any other report, certification, or audit or test results prepared or received by the Consultant that contains any Authority Information, the Consultant shall promptly provide the Authority with copies of the same upon the Authority's reasonable request, including identification of any failure or exception in the Consultant's Information systems, products, and services, and the corresponding steps taken by the Consultant to mitigate such failure or exception. Any reports and related materials provided to the Authority pursuant to this Exhibit shall be provided at no additional charge to the Authority.

b. Authority Requested Audits

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

Such audit shall be conducted during the Consultant's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Consultant's normal business operations. The Authority'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 Consultant customers such as IP address, server names, etc. The Consultant shall cooperate with the Authority in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the Authority. The Consultant agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

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

17. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Agreement, the Consultant agrees to indemnify, defend, and hold harmless the Authority, its member agencies, directors , elected and appointed officers, agents, employees, volunteers, trustees, site owners, site lessors and licensors, 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 Consultant's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using Authority Information;

- The Consultant's failure to perform or comply with any terms and conditions of this Agreement or related agreements with the Authority; and/or,

- Any Information loss, breach of Confidentiality, or Incident involving any Authority Information that occurs on the Consultant's systems or networks (including all costs and expenses incurred by the Authority 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 Authority shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide Authority with a full and adequate defense, as determined by Authority in its sole judgment, Authority shall be entitled to retain its own counsel,

including, without limitation, Counsel to the Authority, and to reimbursement from Consultant for all such costs and expenses incurred by Authority in doing so. Consultant shall 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 Authority without Authority's prior written approval.

EXHIBIT E
CONSULTANT ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Note: This certification is to be executed and returned to Authority accompanied with Consultant's executed Contract. Work cannot begin on the Contract until Authority receives this executed document.

Consultant Name: _____ **Contract No.** _____

GENERAL INFORMATION

The Consultant referenced above has entered into a contract with the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority) to provide certain services to the Authority. The Authority requires the Corporation to sign this Consultant Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONSULTANT ACKNOWLEDGEMENT

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

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

CONFIDENTIALITY AGREEMENT

Consultant and Consultant's Staff may be involved with work pertaining to services provided by the Authority and, if so, Consultant and Consultant's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the Authority. In addition, Consultant and Consultant's Staff may also have access to proprietary information supplied by other vendors doing business with the Authority. The Authority 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. Consultant and Consultant's Staff understand that if they are involved in Authority work, the Authority must ensure that Consultant and Consultant's

Staff, will protect the confidentiality of such data and information. Consequently, Consultant must sign this Confidentiality Agreement as a condition of work to be provided by Consultant's Staff for the Authority.

Consultant and Consultant'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 Consultant and the Authority. Consultant and Consultant's Staff agree to forward all requests for the release of any data or information received to the Authority's Project Manager.

Consultant and Consultant'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 Authority, design concepts, algorithms, programs, formats, documentation, Consultant proprietary information and all other original materials produced, created, or provided to Consultant and Consultant's Staff under the above-referenced contract. Consultant and Consultant's Staff agree to protect these confidential materials against disclosure to other than Consultant or Authority employees who have a need to know the information. Consultant and Consultant's Staff agree that if proprietary information supplied by other Authority vendors is provided to me during this employment, Consultant and Consultant's Staff must keep such information confidential.

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

Consultant and Consultant'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 Consultant and Consultant'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 Authority. In this connection, Consultant and Consultant's Staff hereby assign and transfer to the Authority 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 Authority, Consultant and Consultant's Staff agree to promptly execute and deliver to Authority all papers, instruments, and other documents requested by the Authority, and to promptly perform all other acts requested by the Authority to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a separate Assignment and Transfer of Copyright Agreement.

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

EXHIBIT F
AUTHORITY'S ADMINISTRATION

CONTRACT NO. _____

AUTHORITY'S EXECUTIVE DIRECTOR

Name:	Scott Edson
Title:	Executive Director
Address:	2525 Corporate Place, Suite 200
	Monterey Park, CA 91754
Telephone:	(323) 881-8281
E-mail Address:	Scott.Edson@la-rics.org

AUTHORITY'S PROJECT DIRECTOR

Name:	Joseph Dominguez
Title:	Lieutenant
Address:	2525 Corporate Place, Suite 200
	Monterey Park, CA 91754
Telephone:	(323) 881-8275
E-mail Address:	jfdoming@lasd.org

AUTHORITY'S CONTRACT MANAGER

Name:	Susy Orellana-Curtiss
Title:	Administration
Address:	2525 Corporate Place, Suite 200
	Monterey Park, CA 91754
Telephone:	(323) 881-8292
E-mail Address:	susy.orellana-curtiss@la-rics.org

AUTHORITY'S CONTRACT ANALYST

Name:	Jeanette Arismendez
Title:	Contract Analyst
Address:	2525 Corporate Place, Suite 200
	Monterey Park, CA 91754
Telephone:	(323) 881-8254
E-mail Address:	jeanette.arismendez@la-rics.org

EXHIBIT G
CONSULTANT'S ADMINISTRATION

CONSULTANT NAME: _____

CONTRACT NO. _____

CONSULTANT'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
E-mail Address: _____

CONSULTANT'S AUTHORIZED OFFICIAL(S):

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
E-mail Address: _____

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
E-mail Address: _____

NOTICES TO CONSULTANT:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
E-mail Address: _____

WORK ACCEPTANCE CERTIFICATE

Date: _____

Contractor/Agency: _____

Contract No.: _____

Site Name/Site ID: _____

Date(s) Work Completed: _____

Sum Payable Contemplated in this WAC: $ _____

DESCRIPTION OF WORK COMPLETED		
Deliverables and/or Supporting Document Attached:	YES ☐	NO ☐
Contractor Invoice No. (if applicable):		

IF "NO" SUPPORTING DOCUMENTATION IS ATTACHED – EXPLANATION / JUSTIFICATION REQUIRED

Project Management Approval (if applicable): _____

Technical Team and/or Operational Team Approval (if applicable): _____

Contracts / Grants / Fiscal Recommendation: _____

Lt. Recommendation to Executive Director: _____

Executive Director Approval: _____

AUTHORITY COMMENTS (IF ANY)

LA-RICS SERVICE REQUEST FORM

Request Date:	Fiscal Year:
Requested By:	Phone:
Email Address:	
Service Information:	
Description of Request:	
Job Location:	
Completion Date:	
Additional Information:	
Assigned To:	Phone:
Email Address:	
Completion Notes:	
Fiscal Contact Name:	Phone:
Email Address:	
Signature/Authorized Representative:	
Date:	

REQUIRED FORMS

Attachment 1	Certification of Compliance
Attachment 2	Organization Questionnaire/Affidavit
Attachment 3	Contribution and Agent Declaration Form
Attachment 4	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions (C.F. R. Part 76)
Attachment 5	Minimum Mandatory Requirements
Attachment 6	List of Public Entities
Attachment 7	Key Personnel Commitment and Availability Form
Attachment 8	List of References
Attachment 9	Debarment History and List of Terminated Contracts
Attachment 10	Schedule of Prices
Attachment 11	Declaration

ATTACHMENT 1
CERTIFICATION OF COMPLIANCE

	TITLE	REFERENCE	CERTIFICATIONS
1.	Certification of No Conflict of Interest	LACC 2.180	**Certifies Compliance?** ☐ Yes ☐ No
2.	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	**Certifies Compliance?** ☐ Yes ☐ No
3.	Zero Tolerance Policy on Human Trafficking Certification	Motion	**Certifies Compliance?** ☐ Yes ☐ No
4.	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250 LACC 8.300	**Certifies Compliance?** ☐ Yes ☐ No
5.	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	**Certifies Compliance?** ☐ Yes ☐ No **If No, identify exemption:** ☐ My business does not meet the definition of "contractor," as defined in the Program. ☐ My business is a small business as defined in the Program. ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program
6.	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	LACC 2.206	**Certifies Compliance?** ☐ Yes ☐ No **If No, identify exemption:** Click or tap here to enter text.

ATTACHMENT 2
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

PROPOSER INFORMATION	
Proposer Name:	**County Webven Number:**
Email Address:	
Address:	**Telephone Number:**
Internal Revenue Service Employer Identification Number:	**California Business License Number:**
Unique Entity Identifier (UEI):	

QUESTIONNAIRE/AFFIDAVIT		
1.	Select the option that best defines your firm's business structure: ☐ Corporation ☐ Limited Liability Company (LLC) ☐ Limited Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Franchise ☐ Other (Specify)	**If Corporation or Limited Liability Company (LLC):** Legal Name (as stated in Articles of Incorporation): State of Incorporation: Year of Incorporation: **If Limited Partnership or a Sole Proprietorship:** Name of proprietor or managing partner: **If Other:** Specify business structure name:
2.	Is your firm doing business under one or more DBA's**?** ☐ Yes ☐ No	Name: Country of Registration: Year became DBA:
3.	Is your firm wholly/majority owned by, or a subsidiary of another firm? ☐ Yes ☐ No	If yes, indicate name of Parent Firm and State of Incorporation. Name of Parent Firm: State of Incorporation or registration of parent firm:
4.	Has your firm done business under other names within last five (5) years? ☐ Yes ☐ No	If yes, indicate any other names and the year of name change. Name(s): Year(s) of Name Change:

QUESTIONNAIRE/AFFIDAVIT		
5.	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".	
6.	Is your firm involved in any pending acquisition or mergers? ☐ Yes ☐ No	If yes, please provide additional information regarding the pending merger.
7.	List all names and contact information of all individuals legally authorized to commit the Proposer.	Name: Title: Phone: Email: Name: Title: Phone: Email: Name: Title: Phone: Email:

ATTACHMENT 3
CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State "None" if applicable.

A. COMPANY OR APPLICANT INFORMATION

1. Declarant Company or Applicant Name:

   a. If applicable, identify all subcontractors that have been or will be named in your bid or proposal:

   b. If applicable, variations and acronyms of Declarant Company's name used within the past 12 months:

   c. Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to an LA-RICS Authority (Authority) Officer, regardless of whether you or Declarant Company have actually made a contribution:

(IF A COMPANY, ANSWER QUESTIONS 2 – 3)

2. Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

   a. Parent(s):

   b. Subsidiaries:

   c. Related Business Entities:

3. If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

4. Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

5. Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with an Authority Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

   *(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the Authority drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with an Authority or County agency, employee, or officer.)*

6. If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

B. CONTRIBUTIONS

1. Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to an Authority Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	**Recipient Name** (elected official)	**Amount**

*Please attach an additional page, if necessary.

2. Disclose all contributions made by you or any of the entities and individuals identified in Section A to an Authority officer in the past 12 months.

Date (contribution made)	**Name** (of the contributor)	**Recipient Name** (elected official)	**Amount**

*Please attach an additional page, if necessary.

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are _____ additional pages attached to this Contribution Declaration Form.

COMPANY PROPOSERS OR APPLICANTS

I, _____ (Authorized Representative), on behalf of _____ (Declarant Company), at which I am employed as _____ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the Authority about this contract, project, permit, license, or other entitlement for use, you agree to inform the Authority of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the Authority any future contributions made to members of the LA-RICS Authority Board of Directors by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the Authority about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

_____ _____

Signature Date

INDIVIDUAL PROPOSER OR APPLICANTS

I, _____, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the Authority about this contract, project, permit, license, or other entitlement for use, I agree to inform the Authority of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the Authority any future contributions made to members of the LA-RICS Authority Board of Directors, or any other Authority officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

_____ _____

Signature Date

ATTACHMENT 4
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

Proposer's Name: _____

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

5. Proposer further agrees by submitting this proposal that it will include the provision entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)," as set forth in the text of the Master Agreement, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Proposer acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it

knows that the certification is erroneous. Proposer acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

9. Where Proposer and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Proposer hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

ATTACHMENT 5
MINIMUM MANDATORY REQUIREMENTS

Proposer's Name: _____

Proposer acknowledges and certifies that it meets the Minimum Mandatory Requirements indicated below and as stated in Section 5.0 (Minimum Mandatory Requirements), of this RFP No. LA-RICS 031.

NO.	MINIMUM MANDATORY REQUIREMENTS (MMR) PURSUANT TO SECTION 5.0 OF THE RFP	COMPLIES WITH MMR	
		YES	NO
5.1	Proposal must be submitted by the proposal due date and time identified in Section 1.0 (Solicitation Information and Minimum Mandatory Requirements) of this RFP.	☐	☐
5.2	Proposer must have attended the Mandatory Proposers' Conference identified in Section 8.3 (Mandatory Proposers' Conference) of this RFP.	☐	☐
5.3	Proposer must have seven (7) years' experience, within the last ten (10) years, project managing a large-scale public safety P25 communications system consisting of at least twenty-five (25) telecommunications sites AND/OR 10,000 users.	☐	☐

ATTACHMENT 6
LIST OF PUBLIC ENTITIES

Proposer's Name: _____

Provide all public entity contracts for the last **three (3) years** where the same or similar scope of services comparable to Exhibit A (Scope of Work) attached to Appendix 1 (Sample Agreement) were provided. Use additional pages if required.

PUBLIC AGENCIES			
AGENCY 1		**AGENCY 2**	
AGENCY/DEPT:		AGENCY/DEPT:	
SERVICE TYPE:		SERVICE TYPE:	
CONTRACT TERM:		CONTRACT TERM:	
CONTRACT AMOUNT:		CONTRACT AMOUNT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
E-MAIL:		E-MAIL:	
SIMILAR SCOPE:		SIMILAR SCOPE:	
AGENCY 3		**AGENCY 4**	
AGENCY/DEPT:		AGENCY/DEPT:	
SERVICE TYPE:		SERVICE TYPE:	
CONTRACT TERM:		CONTRACT TERM:	
CONTRACT AMOUNT:		CONTRACT AMOUNT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
E-MAIL:		E-MAIL:	
SIMILAR SCOPE:		SIMILAR SCOPE:	

ATTACHMENT 7
KEY PERSONNEL COMMITMENT AND AVAILABILITY FORM

NO.	INFORMATION REQUESTED	RESPONSE
1.	Proposer Name:	
2.	Key Personnel Name:	
3.	Proposed Position:	
4.	Current Employer:	
5.	Employment Status:	
6.	Years with Current Employer:	
7.	Total Professional Experience:	
8.	Relevant Experience:	
9.	LMR/P25 Experience:	
10.	Public-Sector Experience:	

NO.	INFORMATION REQUESTED	RESPONSE
12.	Anticipated % Commitment:	
13.	Anticipated Hours per Month:	
14.	Other Major Assignments:	
15.	Emergency/After-Hours Availability:	
16.	Field Assignment Availability:	

INDIVIDUAL ACKNOWLEDGMENT

I acknowledge that I have been identified by the Proposer as proposed Key Personnel for the above-referenced position. I have reviewed the general scope of work and responsibilities associated with the position identified in Exhibit A (Scope of Work) and understand that my qualifications, experience, availability, and proposed level of commitment may be considered by the Authority in evaluating the Proposer's proposal.

I certify that the information provided regarding my qualifications and current availability is accurate to the best of my knowledge and I am willing to perform in the above-referenced Key Personnel position should the Proposer be awarded the resultant Agreement.

I understand this acknowledgment does not constitute an employment agreement, guarantee of employment, or guarantee of contract award.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

ATTACHMENT 8
LIST OF REFERENCES

Proposer's Name: _____

Proposer's List of References will be used to evaluate Proposer's experience and the experience of its proposed Key Personnel candidates pursuant to the RFP.

Proposer must provide **three (3) references for the Proposer and three (3) references for EACH Key Personnel candidate listed herein** where the same or similar scope of services was provided comparable to the scope outlined in Exhibit A (Scope of Work) attached to Appendix 1 (Sample Agreement) in RFP No. LA-RICS 031.

Proposer may provide **one (1) alternate reference for Proposer's References and one (1) alternative for Proposer's Key Personnel candidate References** in the event that a reference is non-responsive.

Please note that no more than four (4) references for Proposer and certain Key Personnel candidates references (including alternate references) may be provided.

It is the Proposer's responsibility to ensure accuracy of the information provided below. Please verify all contact names, telephone numbers, and email addresses, before listing. Incorrect names, telephone, or email addresses will be disregarded.

PROPOSER REFERENCES

Three (3) references and one (1) alternate reference, for a total of four (4) references.

KEY PERSONNEL REFERENCES

Three (3) references for **EACH** Key Personnel listed herein and one (1) alternate reference for a total of four (4) references as follows:

- ✓ **Program Director**
- ✓ **Project Manager**
- ✓ **Telecom/Network Engineer**
- ✓ **Real Estate and Site Compliance Manager**
- ✓ **Cybersecurity Services Manager**
- ✓ **Stakeholder Engagement Outreach Manager**
- ✓ **Radio Programmer**

PROPOSER REFERENCES

REFERENCE 1		REFERENCE 2	
AGENCY/COMPANY:		AGENCY/COMPANY:	
SERVICE TYPE:		SERVICE TYPE:	
SERVICE DATES (START & END):		SERVICE DATES (START & END):	
CONTRACT AMT:		CONTRACT AMT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
E-MAIL:		E-MAIL:	
REFERENCE 3		**ALTERNATE REFERENCE 1**	
AGENCY/COMPANY:		AGENCY/COMPANY:	
SERVICE TYPE:		SERVICE TYPE:	
SERVICE DATES (START & END):		SERVICE DATES (START & END):	
CONTRACT AMT:		CONTRACT AMT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
E-MAIL:		E-MAIL:	

PROGRAM DIRECTOR REFERENCES

REFERENCE 1		REFERENCE 2	
AGENCY/COMPANY:		AGENCY/COMPANY:	
SERVICE TYPE:		SERVICE TYPE:	
SERVICE DATES (START & END):		SERVICE DATES (START & END):	
CONTRACT AMT:		CONTRACT AMT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
E-MAIL:		E-MAIL:	
REFERENCE 3		**ALTERNATE REFERENCE 1**	
AGENCY/COMPANY:		AGENCY/COMPANY:	
SERVICE TYPE:		SERVICE TYPE:	
SERVICE DATES (START & END):		SERVICE DATES (START & END):	
CONTRACT AMT:		CONTRACT AMT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
E-MAIL:		E-MAIL:	

PROJECT MANAGER REFERENCES

REFERENCE 1		REFERENCE 2	
AGENCY/COMPANY:		AGENCY/COMPANY:	
SERVICE TYPE:		SERVICE TYPE:	
SERVICE DATES (START & END):		SERVICE DATES (START & END):	
CONTRACT AMT:		CONTRACT AMT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
E-MAIL:		E-MAIL:	
REFERENCE 3		**ALTERNATE REFERENCE 1**	
AGENCY/COMPANY:		AGENCY/COMPANY:	
SERVICE TYPE:		SERVICE TYPE:	
SERVICE DATES (START & END):		SERVICE DATES (START & END):	
CONTRACT AMT:		CONTRACT AMT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
E-MAIL:		E-MAIL:	

TELECOM/NETWORK ENGINEER REFERENCES

REFERENCE 1		REFERENCE 2	
AGENCY/COMPANY:		AGENCY/COMPANY:	
SERVICE TYPE:		SERVICE TYPE:	
SERVICE DATES (START & END):		SERVICE DATES (START & END):	
CONTRACT AMT:		CONTRACT AMT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
E-MAIL:		E-MAIL:	
REFERENCE 3		**ALTERNATE REFERENCE 1**	
AGENCY/COMPANY:		AGENCY/COMPANY:	
SERVICE TYPE:		SERVICE TYPE:	
SERVICE DATES (START & END):		SERVICE DATES (START & END):	
CONTRACT AMT:		CONTRACT AMT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
E-MAIL:		E-MAIL:	

REAL ESTATE & SITE COMPLIANCE MANAGER REFERENCES

REFERENCE 1		REFERENCE 2	
AGENCY/COMPANY:		AGENCY/COMPANY:	
SERVICE TYPE:		SERVICE TYPE:	
SERVICE DATES (START & END):		SERVICE DATES (START & END):	
CONTRACT AMT:		CONTRACT AMT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
E-MAIL:		E-MAIL:	

REFERENCE 3		ALTERNATE REFERENCE 1	
AGENCY/COMPANY:		AGENCY/COMPANY:	
SERVICE TYPE:		SERVICE TYPE:	
SERVICE DATES (START & END):		SERVICE DATES (START & END):	
CONTRACT AMT:		CONTRACT AMT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
E-MAIL:		E-MAIL:	

CYBERSECURITY SERVICES MANAGER REFERENCES

REFERENCE 1		REFERENCE 2	
AGENCY/COMPANY:		AGENCY/COMPANY:	
SERVICE TYPE:		SERVICE TYPE:	
SERVICE DATES (START & END):		SERVICE DATES (START & END):	
CONTRACT AMT:		CONTRACT AMT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
E-MAIL:		E-MAIL:	

REFERENCE 3		ALTERNATE REFERENCE 1	
AGENCY/COMPANY:		AGENCY/COMPANY:	
SERVICE TYPE:		SERVICE TYPE:	
SERVICE DATES (START & END):		SERVICE DATES (START & END):	
CONTRACT AMT:		CONTRACT AMT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
E-MAIL:		E-MAIL:	

STAKEHOLDER ENGAGEMENT OUTREACH MNGR REFERENCES

REFERENCE 1		REFERENCE 2	
AGENCY/COMPANY:		AGENCY/COMPANY:	
SERVICE TYPE:		SERVICE TYPE:	
SERVICE DATES (START & END):		SERVICE DATES (START & END):	
CONTRACT AMT:		CONTRACT AMT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
E-MAIL:		E-MAIL:	
REFERENCE 3		**ALTERNATE REFERENCE 1**	
AGENCY/COMPANY:		AGENCY/COMPANY:	
SERVICE TYPE:		SERVICE TYPE:	
SERVICE DATES (START & END):		SERVICE DATES (START & END):	
CONTRACT AMT:		CONTRACT AMT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
E-MAIL:		E-MAIL:	

RADIO PROGRAMMER REFERENCES

REFERENCE 1		REFERENCE 2	
AGENCY/COMPANY:		AGENCY/COMPANY:	
SERVICE TYPE:		SERVICE TYPE:	
SERVICE DATES (START & END):		SERVICE DATES (START & END):	
CONTRACT AMT:		CONTRACT AMT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
E-MAIL:		E-MAIL:	
REFERENCE 3		**ALTERNATE REFERENCE 1**	
AGENCY/COMPANY:		AGENCY/COMPANY:	
SERVICE TYPE:		SERVICE TYPE:	
SERVICE DATES (START & END):		SERVICE DATES (START & END):	
CONTRACT AMT:		CONTRACT AMT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
E-MAIL:		E-MAIL:	

ATTACHMENT 9
DEBARMENT HISTORY AND
LIST OF TERMINATED CONTRACTS

Proposer's Name: _____

1. DEBARMENT HISTORY (Check one)	**YES**	**NO**
Proposer is currently debarred by a public entity.	☐	☐
If yes, please provide the name of the public entity:		
2. LIST OF TERMINATED CONTRACTS (Check one)	**YES**	**NO**
Proposer has contracts that have been terminated in the past three (3) years.	☐	☐

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

ATTACHMENT 10
SCHEDULE OF PRICES

Proposer's Name: _____

By submission of this Proposal in response to RFP No. LA-RICS 031 for Telecommunications Project Management and General Consulting Services, 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.

The proposed hourly rates shall be fully burdened rates for the performance of all services described in Exhibit A (Scope of Work). Such rates shall be inclusive of all costs and expenses associated with providing the services including, but not limited to, overhead, after-hour work, administrative costs, travel, other related expenses, etc.

The lowest hourly rate for each Key Personnel position will receive the full points available for that position, with all other proposals scored proportionally. The total price points for each Proposer will be determined by adding all points for each Key Personnel position. Notwithstanding the foregoing, the Authority reserves the right to negotiate all pricing submitted in Attachment 10 (Schedule of Prices).

KEY PERSONNEL POSITION	HOURLY RATE
Program Director	
Project Manager	
Field Engineer	
Telecom/Network Engineer	
Real Estate and Site Compliance Manager	
Radio Programmer	
Grants and Budget Analyst	
Cybersecurity Services Manager	
Stakeholder Engagement and Outreach Manager	
Administrative Assistant	

SPECIALIZED SUBJECT MATTER EXPERT HOURLY RATES (THESE HOURLY RATES WILL NOT BE EVALUATED)

The Authority is requesting all Proposers provide hourly rates for the positions listed below for informational purposes only and will not be factored into the cost proposal evaluation.

The Authority also reserves the right to negotiate all pricing submitted in this section of Attachment 10 (Schedule of Prices).

POSITION	HOURLY RATE
Structural Engineering (including Tower Analysis)	
RF Engineering Specialist (Interference, troubleshooting, intermodulation analysis, radio coverage study and verification)	
Network Engineering	
Environmental Services	
Biological Resources	
Cultural Resources	
Real Estate Services	
Appraisal Services	
Construction Management	
Geotechnical Engineering	
Civil Engineering	
Electrical Engineering	
Estimator	
Hazardous Materials Clean-Up	
Heavy Equipment Operator	
Interoperability Specialist	
Executive Communication Specialist	
Cybersecurity	
Cameral Repair/Alarm System Repair	
Public Agency Liaison	
Radio Programming	
Tower Climber	
Tower Inspection	
Other Specialized Disciplines Not Otherwise Listed:	

ATTACHMENT 11
DECLARATION

Proposer's Name: _____

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN ATTACHMENTS 1-11 OF THIS RFP NO. LA-RICS 031 IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

SOLICITATIONS REQUIREMENT REVIEW (SRR) REQUEST

PROPOSERS REQUESTING A SOLICITATION REQUIREMENTS REVIEW MUST SUBMIT THIS FORM TO THE LA-RICS AUTHORITY WITHIN THE TIMEFRAME IDENTIFIED IN SECTION 1.0 (SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS) OF RFP NO. LA-RICS 031 FOR LA-RICS PROJECT MANAGEMENT AND GENERAL CONSULTING SERVICES.

Proposer Name:	**Date of Request:**
Solicitation Title:	**Solicitation No.:**

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Mandatory Requirements**
- ☐ Application of **Business Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Due to **unclear instructions**, the process may result in the LA-RICS Authority not receiving the best possible responses from prospective Proposers.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal/bid (e.g., letterhead, business card, etc.).)*

Request submitted by:

Name: _____ **Title:** _____

FOR LA-RICS USE ONLY
DATE SRR REQUEST: _____
RECEIVED BY THE LA-RICS AUTHORITY: _____
DATE SOLICITATION RELEASED: _____
REVIEWED BY: _____