

INTRADEPARTMENTAL CORRESPONDENCE

February 27, 2015
1.17

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: APPROVAL OF REQUEST FOR PROPOSALS FOR INMATE TELEPHONE SERVICES AND A VIDEO VISITATION SYSTEM

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners APPROVE the release of the attached Request for Proposals (RFP) regarding Inmate Telephone Services (ITS) and a Video Visitation System (VVS).

DISCUSSION

The Los Angeles Police Department (LAPD) is seeking proposals from qualified Proposers to provide a fully developed state-of-the-art ITS and/or VVS throughout the LAPD detention facilities. Both open/operational and closed/non-operational facilities are to be included. The ITS and VVS will provide automated operator, as well as Bill Type (Collect, Pre-paid, Debit) and Call Type (local, intra-Local Area and Transport Area [LATA], inter-LATA, interstate, and international) capabilities. The resultant telephone system and services will include all necessary telephone platforms, telephone instruments, including equipment and software necessary to perform the functions and services described in the RFP and the Statement of Work, system administration, call billing and collection functions, call monitoring and recording capabilities, investigative tools, and complete maintenance of all equipment, hardware and software.

Proposals for ITS only (without a VVS) from ITS Providers, and proposals for a VVS only (without ITS) from VVS Providers, will be accepted and considered. This will be a revenue-generating contract between the LAPD and the selected successful Proposer(s).

Should you have any questions, please contact Captain Scott Sargent, Commanding Officer, Jail Division at (213) 356-3450.

Respectfully,



CHARLIE BECK
Chief of Police

Attachment

REQUEST FOR PROPOSALS

INMATE TELEPHONE SERVICES AND VIDEO VISITATION SYSTEM FOR THE LOS ANGELES POLICE DEPARTMENT RFP No. 14-734-003



ISSUED BY:

LOS ANGELES POLICE DEPARTMENT

RFP RELEASE DATE - TO BE DETERMINED

REQUEST FOR PROPOSALS No. 14-734-003
INMATE TELEPHONE SERVICES AND VIDEO VISITATION SYSTEM
FOR THE
LOS ANGELES POLICE DEPARTMENT

DATE ISSUED: RFP RELEASE DATE TO BE DETERMINED

TITLE: INMATE TELEPHONE SERVICES AND VIDEO VISITATION SYSTEM

DESCRIPTION: The Los Angeles Police Department (LAPD) is seeking proposals from qualified contractors to provide an INMATE TELEPHONE SYSTEM and a VIDEO VISITATION SYSTEM for the Los Angeles Police Department to replace the LAPD's existing systems.

SUBMISSION DEADLINE: **Date to be Determined**
2:00 p.m. (Pacific Time)
Proposals are to be submitted in a sealed package or box, clearly marked with the words "INMATE TELEPHONE SERVICES AND VIDEO VISITATION SYSTEM." **LATE SUBMISSIONS WILL NOT BE ACCEPTED – NO EXCEPTIONS.**

PROPOSAL DELIVERY ADDRESS: Los Angeles Police Department
100 West First Street, Room 842
Los Angeles, CA 90012
Attention: Amelia Sayo

PRE-PROPOSAL CONFERENCE: **Date To Be Determined**
8:00 a.m. (Pacific Time)
Los Angeles Police Department
Deaton Auditorium
100 West First Street
Los Angeles, CA 90012

This is a mandatory Pre-Proposal Conference. Bring your Request for Proposals (RFP) with you. COPIES OF THE RFP WILL NOT BE AVAILABLE AT THE CONFERENCE.

The number of attendees per Proposer will be limited to a maximum of two (2). Proposer's attendee(s) must be full-time employee(s) of their company. All selected Proposers must attend this Conference in its entirety or their proposals will be rejected (disqualified) without review and eliminated without further consideration. Late arrivals may not be admitted to the Conference. No proposal will be accepted from any Proposer who fails to attend the Pre-Proposal Conference.

SITE VISITS: The LAPD will provide a site visit schedule at the Pre-Proposal Conference. Site visits will commence immediately after the Pre-Proposal Conference. The Los Angeles Police Department will provide transportation for attendees to attend the site visits. **Site visits are mandatory.**

TIME OF PERFORMANCE - Timeline details are listed below:

PROPOSAL TIMELINE

| | |
|--|---|
| Release of RFP | Date To Be Determined |
| Deadline for Submission of Questions before Pre-Proposal Conference | 4:00 p.m. (PST) on Date To Be Determined |
| Last Day to Confirm Attendance to Mandatory Pre-Proposal Conference and Mandatory Site Visits | 4:00 p.m. (PST) on Date To Be Determined |
| Mandatory Proposal Conference and Mandatory Site Visits | 8:00 a.m. on Date To Be Determined |
| Deadline for Submission of Final Questions | 4:00 p.m. (PST) on Date To Be Determined |
| Deadline for Submitting Proposals | 2:00 p.m. (PST) on Date to be Determined |
| Proposer Presentations | Date to be Determined |
| Anticipated Date for Selecting Proposal | Date to be Determined |
| Implementation Start Date | (30-Business Day Implementation) Date to be Determined |
| Systems Activation Date | Date to be Determined |

The number of attendees per Proposer for the Proposer Presentations will also be limited to a maximum of two (2) attendees. Proposer's attendee(s) must be full-time employee(s) of their company.

CONTRACT ADMINISTRATOR:

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Los Angeles Police Department
Jail Division
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**REQUEST FOR PROPOSALS No. 14-734-003
INMATE TELEPHONE SERVICES AND VIDEO VISITATION SYSTEM
FOR THE
LOS ANGELES POLICE DEPARTMENT**

1.0 BACKGROUND AND INTRODUCTION

The Los Angeles Police Department (LAPD or Department), is seeking proposals from qualified vendors to supply a fully developed state-of-the-art INMATE TELEPHONE SERVICES AND/OR VIDEO VISITATION SYSTEM (ITS and VVS) that will replace its existing systems. As used in this Request for Proposals (RFP), the acronym "ITS" will refer to any type of Inmate Telephone System and associated services, and the acronym "VVS" will refer to any type of Video Visitation System. The selected Proposer(s) would be expected to provide a fulltime Project Manager to work with the LAPD project team and the designated LAPD Project Manager on this project.

Under the Agreement(s) for ITS and VVS, the selected Proposer will provide and install an ITS and/or VVS throughout the LAPD detention facilities. Both open/operational and closed/non-operational detention facilities are included in the Agreement. The LAPD will give the successful Proposer a 30-calendar day notice to activate service for the detention facilities that are currently closed/non-operational but will be reopened during the contract period.

The ITS and/or VVS must provide automated operator, as well as Bill Type (Collect, Pre-paid, Debit) and Call Type (local, intra-Local Area and Transport Area (LATA), inter-LATA, interstate, and international) capabilities. The resultant telephone system and services must include all necessary telephone platforms, telephone instruments, including equipment and software necessary to perform the functions and services described in the RFP and the Statement of Work, system administration, call billing and collection functions, call monitoring and recording capabilities, investigative tools, and complete maintenance of all equipment, hardware and software. The telephone and video visitation systems must comply with the American with Disabilities Act and Title 24 of the California Board of Corrections Regulations (<http://www.bdcorr.ca.gov>).

This will be a revenue-generating contract between the LAPD and the selected successful Proposer. The duration of this contract will be three (3) years with the option to extend for two (2) additional one (1) year terms. If any legislation that impacts commissions and revenues to the City is enacted or becomes effective, the LAPD reserves the right to change the terms of the contract by a written amendment to be properly executed and signed by the authorized parties, to cancel the contract, or to negotiate a new contract.

The LAPD has over 1,057 jail beds and completes a little over 100,000 bookings a year. The average length of stay for an inmate is two (2) days, but it can last up to five (5) days on long weekends and holidays. It is LAPD's intent to award a contract to the selected Proposer or selected Proposers that can provide an Inmate Telephone System

and associated services and/or a turnkey Video Visitation System. Proposals for ITS only (without a VVS) from ITS Providers, and proposals for a VVS only (without ITS) from VVS Providers, will be accepted and considered.

The LAPD jails that are currently open and operational are:

| | |
|-------------------------------|---|
| Metropolitan Detention Center | 180 North Los Angeles Street Los Angeles, CA 90012 |
| Hollywood Area | 1358 North Wilcox Avenue Hollywood, CA 90028 |
| Pacific Area | 12312 Culver Boulevard Los Angeles, CA 90066 |
| 77 th Street Area | 7600 South Broadway Street Los Angeles, CA 90003 |
| Van Nuys Area | 6240 Sylmar Avenue Van Nuys, CA 91401 |

The following LAPD jails are currently closed/non-operational, and the jail-opening schedule is to be determined:

| | |
|-----------------|---|
| Foothill Area | 12760 Osborne Street Pacoima, CA 91331 |
| Devonshire Area | 10250 Etiwanda Avenue Northridge, CA 91325 |
| Southwest Area | 1546 West Martin Luther King Boulevard Los Angeles, CA 90062 |
| Harbor Area | 2175 John S. Gibson Boulevard San Pedro, CA 90731 |
| Wilshire Area | 4861 Venice Boulevard Los Angeles, CA 90019 |

2.0 SCOPE OF WORK FOR INMATE TELEPHONE SERVICES

This section describes the expectations of the Department in regard to the implementation of the ITS and associated services, work to be performed by the Contractor, and overall project definition. As part of the scope of work, the Proposer is required to fill out Appendix A1 – Feature Checklist for Inmate Telephone Services and return it with the proposal. The Proposer must check the blank space next to each item under the category which best describes the ability of the ITS. If the Proposer can fully

meet the requirement, a check mark will be placed in the "Yes" category. If the Proposer cannot meet the requirement, a check mark will be placed in the "No" category. If the requirement can be met partially with the Proposer's complement of resources (software, hardware, staff, knowledge and abilities), a check mark will be placed in the "Partial" category. If the requirement can be met by the Proposer modifying its standard complement of resources, a check mark will be placed in the "Modify" category. The Proposer is encouraged to offer explanations whenever necessary, expanding the space provided to accommodate explanations, so that the LAPD can provide a more thorough and accurate evaluation.

The LAPD intends to enter into an agreement with a Contractor who can provide a total ITS solution and address the specific functionality described in the RFP. The ITS must minimally have the capabilities and functionality as listed in the Scope of Work.

2.1 Inmate Telephone Services Product Overview

This RFP requires that the selected Proposer be able to provide Collect, Debit (a card-less debit calling system), and Prepaid telephone services. To be eligible to submit a proposal for this City contract, Proposers will be required to have the appropriate experience and expertise to provide LAPD with a complete INMATE TELEPHONE SYSTEM and ASSOCIATED SERVICES including hardware, software, features, and integration services.

2.2 Tasks

In order for the Proposer to submit a complete Proposal that will achieve the goal of an on-time, within-budget implementation of the ITS, the Proposer's full-time Project Manager will perform the following tasks:

- 2.2.1 Provide ITS Design and Configuration – With a team of selected staff from the LAPD and Information Technology Agency (ITA), as appropriate, plan and complete all technical and operational issues of the design and integration of the ITS network, hardware, software, licenses, and associated services.

Deliverable – Proposed ITS Design and Configuration, Hardware, Software, Associated services, and Integration Plan, Organization Chart and brief, complete statement of qualifications and experience or resumes of Contractor's Key Personnel who will be supporting the LAPD after implementation of ITS

- 2.2.2 Provide ITS Implementation and Installation Plan – Includes integration and testing ITS, including associated services, cabling and wiring, and interfaces for the LAPD infrastructure and facilities.

Deliverable – ITS Implementation Plan, Installed System, Project Control Document, Organization Chart and brief,

**complete statement of qualifications and experience or
resumes of Contractor's Project Implementation Team**

- 2.2.3 Provide training, operational instruction and guides/manuals to the LAPD staff, in a form acceptable to the LAPD and ITA for the System Administrator and other authorized LAPD Designees.

Deliverable – Provide name(s), qualifications, and experience level(s) of Trainer(s); Provide Training Plan, Conduct Training, and Provide Guides/Manuals

- 2.2.4 Comply with Maintenance and Service Levels

Deliverable – Signed compliance with Service Level Agreement (SLA) documents (Refer to Attachments 2A & 2B).

2.3 General Requirements

- 2.3.1 The selected Contractor will be responsible for the billing and collection of all completed inmate Collect, Prepaid, and Debit calls in accordance with FCC and CPUC recorded and approved tariff rates.

A. A minimum balance of ten dollars (\$10.00) is required to set up Prepaid and Debit Accounts.

- 2.3.2 The selected Contractor must provide capability for Collect, Prepaid, and Debit calls.

- 2.3.3 The selected Contractor will have the capability to offer a one-time service, targeted to called parties who do not have a Prepaid or Debit account, or who may be blocked from receiving Collect calls. The call is connected by providing the receiving party with an alternative payment mechanism, if traditional Collect is not available or cannot be billed, allowing recipients of inmate Collect calls to pay for that call. When the call is placed, the called party will be prompted for credit card information and once received and validated, the call will be connected. Subsequent Collect calls to the called number will be denied, prompting the called party to set up a Prepaid or Debit account.

- 2.3.4 The proposed ITS must provide LAPD the ability to establish maximum Collect call charge limits to a telephone number, and the flexibility to change the Collect call thresholds. The initial Collect call thresholds will be set at Seventy-Five Dollars (\$75.00) per telephone number per month. Once the threshold is reached, only prepaid or debit calls will be authorized. Collect call thresholds cannot be changed by the selected Contractor without approval of LAPD. The LAPD will have the option of changing the Collect call

threshold as it deems fit, with a 30-day notice to the selected Contractor.

- 2.3.5 The proposed ITS will have the capability to provide Personal Identification Numbers (PIN) or Personal Allowed Numbers (PAN).
- 2.3.6 The LAPD will not be responsible for any uncollectible charges, including but not limited to incomplete calls and bad debt on Collect calls.
- 2.3.7 The selected Contractor must not bill users for incomplete calls (e.g., network intercept recordings, busy signals, no-answers, etc.).
- 2.3.8 The selected Contractor will provide four (4) System Administrative Consoles or Workstations at no charge to the LAPD. Each Workstation includes a computer, monitor, printer, and all necessary software to review and monitor phone calls. The computer, printer, monitor, and any other related hardware associated with the consoles will be new, name brand contemporary models with sufficient processing speed, storage capacity, and other feature functionality to ensure rapid and efficient retrieval data throughout the term of the Agreement.
 - A. The Workstations must include but not be limited to computer hardware and software, computer memory, disk storage capacity, computer displays, and printers.
 - B. The selected Contractor must also provide any ancillary equipment deemed necessary for the monitoring, recording, centralized archiving, or retrieval of inmate calls. The selected Contractor must also provide a telecommunications network designed to provide (on-site and/or remote) administration of the ITS. The Workstations constitute a component of the ITS.
 - C. The selected Contractor may be required at the end of the third year of the Agreement or thereafter to replace any or all workstation-related components at the request of the LAPD should equipment be determined as outdated and/or inefficient.
- 2.3.9 The selected Contractor will be responsible for paying for and installing any additional physical plant requirements (power, security, data, cabling, physical space, HVAC, etc.). Any cabling, wiring, or conduit installed becomes the property of the LAPD.
- 2.3.10 The selected Contractor will be responsible for obtaining, developing, and implementing the interface requirements required

to implement the ITS and associated services (i.e. PINs, Debit, etc.). The selected Contractor will bear all costs of required interface(s). Refer to Exhibit 1 – Security Language, when developing and installing any interfaces.

- 2.3.11 The selected proposal must detail its Back-Up or Redundancy Plan, as well as its Disaster Recovery Plan and provide its processes, policies, and procedures relating to the preparation of recovery or continuation of the requirements in the RFP preceding and/or following a natural or human-induced disaster.

2.4 System Requirements

- 2.4.1 The selected Contractor's ITS must be of an open architecture to allow ease of integration with existing or future systems that operate on either PC-based networks, mainframes, or other platforms, providing secure anytime, anywhere access.
- 2.4.2 The selected Contractor's ITS must permit one-way outgoing calls billed to the called party or charged to a prepaid or debit system set up for inmate use for the purpose of placing phone calls through this system.
- 2.4.3 The ITS will provide for an automated operator telephone system and must be capable of providing services by Bill Type (Collect, Prepaid, Debit) and Call Type (local, intra-LATA, inter-LATA, Interstate, International).
- 2.4.4 The selected Contractor's automated operator ITS must also provide prepaid international call services throughout Canada, Mexico, Central and South America and to over-seas destinations.
- 2.4.5 The system's Graphic User Interface (GUI) is preferred to be in web format, compatible with Microsoft Internet Explorer 8.0 and higher for end users. The GUI must be true-web based with nothing being installed on the local computer. The selected Contractor will be willing and able to make system changes (including GUI) to better support the needs of the LAPD. The proposed ITS must operate independently from the LAPD or the LAPD's (WAN) and/or Local Area Network (LAN).
- 2.4.6 The desired ITS phone calls must be capable of being monitored, recorded, and archived, with the exception of calls made to criminal defense attorneys, including the Public Defender, California Bar list and Alternate Public Defender. Calls made to criminal defense attorneys are identified by numbers that have been predetermined by LAPD and downloaded by the selected Contractor into the ITS.

- 2.4.7 Conversely, in the desired ITS, calls are blocked to certain numbers on a system-wide basis and to others on a case-by-case basis. System-wide blocked calls include those to prosecuting attorneys and government officials. These numbers will be predetermined by LAPD and downloaded by the selected Contractor into the ITS. Calls to victims and/or witnesses can be blocked on a case-by-case basis by adding specific numbers into the ITS.
- 2.4.8 The ITS must provide sufficient security safeguards to preclude fraudulent use of the ITS. Such safeguards must include measures to prevent incoming calls, as well as the detection and rejection of outgoing calls to unauthorized numbers, attempts to initiate 3-way calls, call forwarding, and/or calls to non-billable numbers.
- 2.4.9 The ITS must be capable of blocking three-way calling, conference calling, and call forwarding. The ITS must have the capability of permitting the called party to block all future calls from the LAPD jails. Calls cannot be blocked due to a lack of Local Exchange Company (LEC) or Competitive Local Exchange Company (CLEC) billing agreements with the selected Contractor. Calls may be blocked to telephone numbers that have unbillable call blocks, or when the customer refuses to pay for approved calls to that number.
- 2.4.10 Unauthorized call attempts must be flagged, archived, and alert reports must be generated. The ITS must provide the ability to selectively monitor call activity in real time, and initiate appropriate action as necessary.
- 2.4.11 The ITS must be capable of retrieving and generating inmate unauthorized call activity logs for specified periods.
- 2.4.12 The ITS must have the capability to record the content of all telephone connections. Recordings must be retrievable by telephone instrument, group of telephone instruments, jail, or called number. All call records and call recordings must be stored for retrieval for a period of two (2) years or for the life of the contract, whichever is longer, and the ITS must have the capability to transfer the recorded calls to removable media for archiving, or review.
- 2.4.13 The ITS must be capable of generating a variety of management reports and call detail reports. The ITS must be able to identify calls by time, location, specific telephone instrument, inmate PIN, or number called. The ITS must also be able to identify call trends, such as a reduction in call volume, which may be an indication of a possible maintenance problem.

- 2.4.14 The selected Contractor will be responsible for system maintenance records, which identify problems that have been encountered, and the reporting of the corrective action taken to the LAPD's Project Manager and/or the LAPD Designee. Any routine or scheduled maintenance that could affect access to phones, revenue, and/or billing generation must be conducted during off peak hours to be specified by the LAPD.
- 2.4.15 The ITS must be able to determine if mutual agreements exist that will allow for the collection of Collect call charges, or that the call recipient's accounts are current and in good standing. If the call is determined to be non-billable, the call recipient or inmate must be afforded the opportunity to complete the call utilizing prepaid services that will be set up. If both parties decline, the call will not be authorized to go through.
- 2.4.16 The ITS must not allow chain dialing and secondary tones, "hook switch dialing," and other fraudulent activities. Inmates must be required to hang up before dialing a new number.
- 2.4.17 Automated call instruction/announcements must be in English and Spanish, and announcement will indicate that the call may be recorded or monitored with active consent from both parties.
- 2.4.18 The ITS will have voice instructions for recipient to accept, reject, or block calls by pressing a keypad number. Recorded greeting to the called party that indicates the call is a Collect call from the LAPD jail and is subject to recording and/or monitoring, provide the called party with the identity of the calling party and provide the called party with the opportunity to accept or reject the call. The conversation will be blocked until the called party accepts the call.
- 2.4.19 The ITS must utilize positive call acceptance and active consent for all calls.
- 2.4.20 The called party must be informed of the cost of the call, including fees, prior to accepting the call, on all types of calls.
- 2.4.21 The selected Contractor must provide system capabilities for protection from power surges and equipment capabilities for protection from power outages.
- 2.4.22 Pursuant to California Penal Code 851.5, inmates are entitled to three free local telephone calls at the time of booking. Telephones located in the intake area will be configured to allow inmates to make local calls to landline and cell phones at no cost. The selected Contractor will be required to provide these calls at no cost to the LAPD and will document for the LAPD what constitutes a

local call. The ITS must allow free calls to the California Relay Service (CRS) to assist hearing-impaired inmates, and must also allow the LAPD to specify speed dials.

2.4.23 Call set-up and acceptance process must be completed within 30 seconds or less (from off-hook to call connection/rejection). The call length timer starts when positive acceptance of the call is made.

2.4.24 The ITS must provide for automated turn on and shut off at designated times, system shut off capabilities from designated Jail control rooms or LAPD-designated locations, as well as online system shut off capabilities.

2.4.25 The ITS must allow multiple authorized operators simultaneous access while maintaining high level security to prevent unauthorized use and access to the ITS. The proposer will state the maximum number of simultaneous authorized operator/s who can access its ITS.

2.5 Inmate Telephone Requirements

2.5.1 All inmate telephone instruments must be of rugged construction, stainless steel, with a corrosion resistant finish, and suitable for use in high use and high abuse corrections environments. The phone should be a mid-size phone approximately 15" H x 8" W x 4" D capable of mounting to cement wall, block wall, stainless steel shrouded columns, or protected external enclosures. The instruments must be suitable for indoor and outdoor installations, and have a heavy chrome metal twelve-button keypad, a handset with an armored cord and cradle. The instruments will be utilized for outgoing calls only and must not be capable of accepting coins or credit cards as payment.

2.5.2 Inmate telephone instruments must be durable, tamper-proof, and consist of rugged steel encased housings and shockproof keypads suitable for jail environments that minimize vandalism and destruction of property. All handsets, ear and mouthpieces, must be of heavy-duty construction with no removable parts, and must be installed in such a manner that no safety hazard is present to the user. Telephone devices will be configured with a braided steel receiver cord, no longer than twelve (12) inches in length to reduce the risk of suicide by hanging. Any new, or replacement telephone instruments must be configured with the telephone handset cord exiting the instrument from the top, in a central position. Any existing handset cords longer than 12 inches must be replaced within 90 days of contract award. Cordless phones must have an

on/off hook switch, and the LAPD will designate the number of cordless phones and in which facilities they will be installed. All telephone instruments must be water-resistant and fireproof, and have key-locked mountings to the wall. All other equipment including outdoor installations must meet Department safety and security standards.

- 2.5.3 Telephone instruments must have touch-tone keypads.
- 2.5.4 The selected Contractor's automated operator ITS must be designed for use by the hearing impaired. Provisions for the deaf must comply with Americans with Disabilities Act (ADA), and Telephone Devices for the Deaf (TDD) regulations and standards. Fixed or mobile TDD instruments must be provided based on the needs of each jail, as determined by the LAPD. Required locations of the TDD instruments will be provided by the LAPD to the selected Contractor. Toll-free Telecommunications Relay System (TRS) will be allowed.
- 2.5.5 Amplified handsets will be required in all areas. Those telephones must be fitted with a volume control device, which allows the inmate to increase or decrease the volume of the handset or speaker.
- 2.5.6 The ITS must have the capability to turn telephones on or off remotely by phone, by cell or pod, by housing unit, or throughout the system, and have a manual or automated on/off switch in selected locations within each jail. Instruments must provide the capability to mute the inmate's ability to speak to the call recipient until the call is accepted, and to disable the telephone keypad during a call. The telephone instruments must not have any coin return slots.
- 2.5.7 The selected Contractor will provide all telephones, hardware, software, wiring, cabling, conduit, jacks, plates, and related hardware at no cost to the LAPD. The selected Contractor will complete all wiring and fastening of the telephones, including cabling, wiring, conduit, cross-connect jacks, plates, and related hardware, if needed. All electrical equipment must be installed in compliance with all applicable Code requirements. All telephones must be securely fastened to the wall with security hardware approved by the LAPD. The LAPD reserves the right to pre-approve mounting and installation.
- 2.5.8 Telephone instruments must be line powered such that the phone does not require separate electrical power at the device.
Telephone instruments must be specifically designed for use in a

correctional environment and must be approved by the LAPD before installation. Converted coin phones will not be accepted.

2.6 Call Monitoring/Recording System

- 2.6.1 The ITS must have a secure call monitoring platform for remote call monitoring and recording system that records every call made through the ITS and stores recorded calls for a minimum of two (2) years or for the life of the contract, whichever is longer.
- 2.6.2 The ITS must have the capability to disconnect a call that is being monitored.
- 2.6.3 Calls to certain predetermined telephone numbers must not be recorded. The ITS must be able to exempt specific telephone numbers from monitoring or recording. The ITS must be capable of identifying specified telephone numbers as "do not record".
- 2.6.4 The recording system must incorporate proven technology to scan recordings, search recordings, highlight recordings with notes, and transfer recordings for use by the staff in their routine investigations.
- 2.6.5 The ITS must have the capability, on demand, to store recordings and the recording must be accessible instantly.
- 2.6.6 The ITS will include an alert system that will detect and notify calls attempted to restricted numbers or the "Do Not Call" list, predetermined by LAPD, calls made by restricted individuals, or calls made from restricted phones.
- 2.6.7 The ITS must provide for the monitoring of live inmate calls without any detectable deterioration of call quality or call interruptions.
- 2.6.8 As part of its monitoring function, the ITS must have the ability to "fade out" a portion of the monitored conversation to distinguish between the speaking parties.
- 2.6.9 The ITS must be configured/networked such that all recorded calls may be accessed from any workstation having internet access. The ITS must be configured for both public and private secured networks.
- 2.6.10 The ITS must have the ability to provide, print, download and e-mail reports on a daily, weekly, monthly, or real time basis. All reports will be selected by any combination of location, PIN, phone, number dialed, time/date, duration, call type, call status, etc., by the LAPD's staff.

- 2.6.11 The ITS will have the capability of reverse lookup of phone numbers called to provide call detail.
- 2.6.12 The ITS must be fully supported by remote maintenance including remote polling capabilities and system self-diagnostic to create "trouble tickets" when a system problem is discovered.
- 2.6.13 The ITS must be capable of automatically transcribing flagged calls using "key word search." This is a standard feature in ITS' plans where a key word is typed and the precise section of the recording is automatically flagged and transcribed.
- 2.6.14 The ITS must have the ability to monitor the visitation telephones on all visiting stations at all the LAPD Jail facilities, until a Video Visitation System is implemented.

2.7 Maintenance and Repairs

- 2.7.1 The equipment installed at the Jail facilities will remain the sole and exclusive property of the selected Contractor. The Contractor does not charge the LAPD any non-recurring and recurring equipment, software, wiring, etc. changes. Hence, the Contractor maintains ownership of the property. The LAPD will not be responsible for any damage to equipment.
- 2.7.2 The selected Contractor must provide all necessary labor, parts, materials and transportation to maintain all inmate telephones and related service equipment in good working order, and in compliance with the equipment manufacturer's specifications throughout the term of the contract.
- 2.7.3 The selected Contractor is responsible for all maintenance and repairs to inmate telephones and the ITS. A single point of contact with the selected Contractor, via a toll-free telephone number and an e-mail address, must be established by the selected Contractor for reporting all inmate telephone problems. This toll-free maintenance/repair telephone number, answered by a live operator, must be available for reporting inmate telephone problems twenty-four(24) hours per day, every day of the year.
- 2.7.4 The selected Contractor will provide and maintain a sufficient inventory of spare parts and spare parts kits at specified LAPD facilities, readily available for repairs and maintenance of the ITS. The selected Contractor will provide a statement of spare part availability and delivery durations when such parts are not on hand at the site.

- 2.7.5 The selected Contractor must develop procedures and schedules to conduct monthly Preventive Maintenance on ITS and all equipment, and instruments included therein, and preparation of Monthly Maintenance Reports indicating the nature and scope of the Preventative Maintenance performed. The selected Contractor must provide all necessary labor, parts, materials, technical personnel, and transportation and perform all Preventive Maintenance necessary to maintain the ITS and all of its components in good working order.
- 2.7.6 The selected Contractor will be responsible for determining whether line access failure is the fault of the local exchange carrier (LEC), the inter-exchange carrier (IEC), or the selected Contractor's equipment. When the selected Contractor determines the agency responsible for failure, then the selected Contractor will contact the agency responsible for failure and jointly resolve the failure at no cost to the LAPD. If the failure is determined to be the fault of the selected Contractor equipment, hardware, software or wiring, the selected Contractor will correct the problem at no cost to the LAPD.
- 2.7.7 The selected Contractor must notify the LAPD at least twenty-four (24) hours prior to any planned occurrence that may result in a service interruption to any inmate phone or service that lasts in excess of fifteen (15) minutes.
- 2.7.8 The selected Contractor must adhere to and comply with the Service Level Agreement in Attachment 2A – Service Level Agreement for Inmate Telephone Services.

2.8 Other Service Offerings

- 2.8.1 Proposers must provide brief description of other service offerings (i.e., Voice Biometrics, Investigative Tools, Email, etc.), and indicate if each service is "Optional." The cost or financial impact to commissions, if any, must be indicated.
- 2.8.2 Proposers may provide an option for booking or intake kiosks in booking area to allow inmates to establish a Pre-paid system account to make telephone calls. Booking kiosks will have capability to accept cash and credit cards to fund telephone calls and video visits.

2.9 Training/Ongoing Operations

- 2.9.1 The selected Contractor must provide training ("Train-the-Trainer" and User Training) on the inmate telephone workstation features and usage for all workstations at the LAPD Jail facilities. The selected Contractor will provide a detailed scope of training,

including training schedule, length of training, various times training can be provided and number of personnel that can attend a training session. Training will occur no later than 14 days prior to the system's activation date, at no cost to the LAPD.

- 2.9.2 The selected Contractor must offer annual training on Inmate Telephone Services and any associated service offering to new and existing staff.
- 2.9.3 The selected Contractor must provide training on Inmate Telephone Service upgrades or any component thereof.
- 2.9.4 The selected Contractor will actively engage and participate in regular Annual Operations and Contract Review Meetings to ensure operational performance and compliance with the terms and conditions of the contract.

2.10 Management Reporting

2.10.1 Project Status Reports: The selected Contractor must prepare and submit Project Status Reports during the System Integration Period to the LAPD. The selected Contractor will submit such reports to the LAPD and the LAPD Designee on the 1st and 15th of each month or the next working day if the due date falls on a Saturday, Sunday or holiday. Such reports must, at a minimum, state:

- A. Period covered by the report
- B. Project progress and plans
- C. Issues tracking, including deficiencies
- D. Project schedule including work scheduled for completion, which was completed, and work scheduled for completion, which was not completed
- E. Updates to the Project Control Document
- F. Project risks identified through the quality assurance process
- G. Any other information that the LAPD may reasonably require

2.10.2 Monthly Project Reports: The selected Contractor will be required to submit Monthly Project Reports, pertaining to the operation and maintenance of the ITS, throughout the term of the contract and any maintenance period. Monthly reports will be for the period including the first day of the month through the last day of the month. Such reports must include, but not be limited to, the following:

- A. Call Detail Reports

- B. List of Telephones: This report must include, but will not be limited to information on jail name, address, telephone number, location of phone, installation date, date removed, date reinstalled. Report must be updated monthly. Total down time for each phone must also be included. These reports must be available to all Internet connected workstations.
- C. Total Calls Completed and Billed Report: Report must be in summary format by jail and telephone number. Reports must include the total number of calls, total minutes, amount billed, and must be broken down by Bill Type: Collect, Prepaid, Debit, and by Call Type: Local, Intra-LATA, Inter-LATA, Interstate, and International calls.
- D. Total Calls Not Completed Report: Report must be in summary format, and must include the total number of calls, broken down by Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, Intra-LATA, Inter-LATA, Interstate, and International calls), as well as indicating the cause associated with the incompleteness of the calls and an aggregate total of each value.
- E. Commissions Report: This report must contain the annual or monthly historical contemporary Minimum Annual Guarantee (MAG) payment and Commissions information.
- F. Summary of Any Unauthorized Inmate Call Activity Detected Report: Report must be in summary format by jail, and must contain any information available to support the subsequent investigation of such activities.
- G. Summary of System Outages and/or Maintenance Performed Report: Report must be in summary format by jail, and must contain a brief problem description and corrective action taken to resolve the problem. The report must also include the date and time and who notified the LAPD or the LAPD Designee.
- H. Telephone Inspection and Maintenance Log: This report will be submitted to the LAPD and the LAPD Designee on a quarterly basis or as required by the LAPD.
- I. The selected Contractor's reporting system must have Ad Hoc Query and report capability and may require format modification to enhance readability at the request of the LAPD or the LAPD Designee.

2.10.3 Six-Month and Year-End Summary Reports: The selected Contractor will submit an initial 6-Month Summary Report and subsequent Year-End Summary Reports, including Annual System Management Reports, pertaining to the operation of the selected Contractor's automated operator ITS. The reports must minimally provide total call volume, total minutes, and total revenue for each

Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, Intra-LATA, Inter-LATA, Interstate, and International calls), and must also include an aggregate total of each of these values. The reports must also indicate the MAG and Commissions, uncollectibles, and recovered uncollectibles, including any accounts receivables sold during the year.

2.10.4 The selected Contractor will submit one (1) soft copy of each of the Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports on CD-Rs to the LAPD Project Manager and to the LAPD Designee.

2.10.5 The selected Contractor's written reports must utilize Microsoft Word for the narrative portions, and Microsoft Excel for the Inmate billing and commissions earned reports.

2.10.6 The selected Contractor's written reports are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on ITS for the prior month.

2.10.7 The selected Contractor's Year-End Summary Reports are due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the ITS for the subject Agreement year.

2.10.8 There will be a Late Penalty of \$100.00 per day for reports received late, unless prior approval for late delivery by selected Contractor has been granted by the LAPD Project Manager. Refer to Attachment 2A – Service Level Agreement for Inmate Telephone Service.

2.10.9 Project Management and Reports Meeting – Upon the LAPD's request, the LAPD Project Manager or the LAPD Designee and selected Contractor's Project or Account Manager will meet on reasonable notice to discuss selected Contractor's performance and progress under this Contract. If requested, selected Contractor's Project or Account Manager and other personnel must attend all meetings. The selected Contractor must provide such information that is requested by the LAPD for the purpose of monitoring performance and progress under this Contract.

2.11 Audit

The LAPD or the LAPD Designee must have access, at reasonable times, to all reports, Contract records, documents, files and personnel necessary to audit and verify the selected Contractor's charges to the LAPD hereunder. The selected Contractor agrees to retain reports, records, documents, and files related to charges hereunder for a period of five (5) years following the date of final

payment for the selected Contractor's services. The LAPD reserves the right to audit and verify selected Contractor's records before final payment is made. The LAPD's representatives shall have the right to reproduce any of the aforesaid documents. Should the selected Contractor cease to exist as a legal entity, selected Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the LAPD's Project Manager.

2.12 Annual Review

Within thirty (30) calendar days following the end of the Agreement year, selected Contractor Project Manager or Senior Management personnel will meet with the LAPD and the LAPD Designee (if applicable), and provide a comprehensive report of Inmate call activity for the Agreement year, along with providing a comprehensive presentation recapping any key areas of successes and/or concerns, as well as addressing intended strategies for the upcoming contract year. This will also include a Contract Review for the preceding year.

2.13 Leave-Behind Solution

The selected Contractor will provide a leave-behind solution at the end of the contract term. All Call Detail Records (CDRs), call and visitation recordings, documentation, reports, data, etc. are the property of the LAPD and will be provided to the LAPD by the selected Contractor on a secure storage medium, and in a usable, user-friendly, searchable electronic format at no cost to the LAPD within fifteen (15) days following the expiration and/or cancellation of the Agreement. The selected Contractor will accept the LAPD's reasonable decision whether the solution provided is acceptable. The leave-behind solution will be easily accessible for five (5) years after contract end date, and at the LAPD's option, leave behind solution must be located in location designated by the LAPD.

2.14 Telephone Rates, Fees, and Commissions

2.14.1 Per Minute Rates and Connect Fees: Proposers must state Per Minute Rates (local, intra-LATA, inter-LATA, interstate, international) and Connect Fees for Debit, Prepaid, and Collect calls. Rates and Connect Fees must be fair and reasonable. Refer to Attachment 1A – Inmate Telephone Services Pricing Matrix.

2.14.2 Fees and Surcharges: Proposers must disclose all fees and surcharges that are charged to prepaid inmate accounts, debit, and Collect call acceptors and indicate if included in application of commissions. Provide a brief description of each. Fees and Surcharges include, but are not limited to:

A. Access Surcharges

- B. Connection Fees
- C. Bill Statement Fees
- D. Single Bill Fees
- E. Telephone Access Fees
- F. Transaction Fees
- G. Recovery Fees
- H. Convenience Fees
- I. Carrier Access Fees
- J. Federal and State Fees
- K. Validation Fees
- L. Deposit Fees
- M. Any Additional Fees and Surcharges

- 2.14.3 It is the LAPD's preference that the selected Contractor utilize a simple or single fee structure, minimizing fees and surcharges other than mandatory Federal and State fees or pass-through fees (i.e. credit card charges billed by credit card companies or Local Exchange Carrier-imposed fees). All fees, excluding mandatory Federal and State fees and pass-through fees, will be included in the application of the commissions or revenue share for the LAPD. Refer to Attachment 1A – Inmate Telephone Services Pricing Matrix.
- 2.14.4 Taxes – Proposers must state applicable Federal, State, and Local taxes (not commissionable). Refer to Attachment 1A – Inmate Telephone Services Pricing Matrix.
- 2.14.5 Minimum Annual Guarantee (MAG) and Commission Rate – The selected Contractor will pay the LAPD a MAG amount, irrespective of the amount of revenue generated, that will be paid to the LAPD in equal monthly installments. In accordance with Attachment 1A of this RFP, such commission payments will be due and payable in advance on the first business day of each month (except for prorated payment in the event that the Contract begins or ends on a day other than the first day of the month). The MAG amount will be based on Gross Revenue, which is defined as the sum of all charges for use (including contractor fees), whether collected or uncollected, less any applicable federal, state or local taxes and legitimate refunds. Thereafter, at the end of any given calendar month, MAG payments will be reconciled with the percentage fees for that month's actual gross revenue. For each calendar month, the excess of the percentage

fee due not later than the 10th business day of the succeeding month along with a certified statement. If the actual gross revenue percentage does not exceed the MAG payment made, selected Contractor will certify within ten (10) calendar days and no additional fee will be due for that month, but no refund will be made. Refer to Attachment 1A – Inmate Telephone Services Pricing Matrix.

2.14.6 If any payments due are not received by the LAPD within the period specified, the LAPD is entitled to recover interest thereon. Said interest will be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/66 day year) calculated from the date payment is due. Refer to Attachment 1A – Inmate Telephone Services Pricing Matrix.

2.14.7 The selected Contractor will pay the LAPD the higher of:

A Commission Rate, which is a percentage of the selected Contractor's Total Gross Revenue, which is defined as the sum of all charges for use (including contractor fees), whether collected or uncollected, less any applicable federal, state or local taxes and legitimate refunds. The Commission Rate offered by the selected Contractor is payable to the LAPD no later than the 10th of each month. Refer to Attachment 1A – Inmate Telephone Services Pricing Matrix.

OR

A Minimum Annual Guarantee (MAG) – The MAG amount is payable in monthly payments. Refer to Attachment 1A – Inmate Telephone Services Pricing Matrix.

2.14.8 Technology Fund – The selected Contractor must provide the LAPD with an annual Technology Fund if proposing a stand-alone ITS solution, excluding a VVS solution. Refer to Attachment 1A – Inmate Telephone Services Pricing Matrix.

2.15 Project Implementation

2.15.1 Project Control Document (PCD) – Upon effective date of the Agreement, the selected Contractor must create, and deliver to the LAPD and the LAPD Designee, Project Control Documents (PCDs), consistent with the Scope of Work. The contents of each PCD must include the relevant elements of the following:

- A. Introduction
- B. Executive Summary
- C. Project Mission and Objectives

- D. Project Scope
- E. Work Breakdown Structure
- F. Master Project Schedule
- G. Change Control Plan
- H. Project Team
- I. Risk Assessment and Management

- 2.15.2 Project Approach – Proposer must present an overview, which should be a narrative description, of the Proposer's proposed plan for providing Inmate Telephone Services to the LAPD. The Proposer will provide in full detail, its understanding and response to the Scope of Work.
- 2.15.3 Integration of New Inmate Telephone System – The Proposer must submit detailed plans for the provision of necessary telephone equipment and the integration of the new ITS, while minimizing the impacts to current ITS operations. Should the selected Contractor elect to utilize existing Telephone Instruments, selected Contractor will, at its own risk, cost, and expense, enter into an agreement with Global Tel Link (GTL) to assume ownership of the current phones, while also ensuring a seamless transition that does not affect the day-to-day operations under the current ITS and services agreement.
- 2.15.4 The new automated operator ITS and Telephone Platform must become fully operational upon the successful completion of all system integration testing and acceptance by the LAPD. ITS integration and acceptance test criteria is as follows: all Inmate telephones tested and verified as fully operational, without deficiencies, and written acceptance by the concerned LAPD Project Manager. All telephone installation plans and schedules will be reviewed and approved by the LAPD Project Manager, in order to minimize impacts to normal operations.
- 2.15.5 Implementation Plan and Schedule – Proposer must provide a detailed Implementation Plan and Schedule. The installation will include a user testing and acceptance provision for the LAPD. Time is of the essence in providing a fully functional ITS, and the selected Contractor is required to provide a fully functional system tested and accepted by the LAPD. The LAPD is requiring a thirty (30)-business day implementation schedule, which includes User-Acceptance Testing (UAT). Failure to provide this service may incur a daily penalty of \$750.00 until fully functional (Refer to Attachment 2A – Service Level Agreement for Inmate Telephone

Service). The Implementation Plan and Schedule will include the following:

- A. Summary of management/work plan for this Project
- B. Project Schedule with Project Milestone Dates

2.15.6 Project Implementation Team – Proposer must provide the name, years of service, qualifications, address and telephone number(s) for their Project Implementation Manager, who will be the LAPD's main point of contact during the ITS installation; and their Project Manager or Account Manager, which will be the LAPD's main point of contact after implementation and turn-up of services, and during the subsequent Contract(s).

2.15.7 Project Team Organization Chart - Proposer must provide its Project Team Organization Chart, clearly showing the organization of the team and the hierarchy of the members. It must include:

- A. Organizational framework for the proposed Project Team, Company name, and key staff name for each role identified in the chart.
- B. Proposer must provide the names, years of service, qualifications, addresses and telephone numbers of each member of their Project Implementation Team, including an Escalation Chart with complete contact information.

3.0 SCOPE OF WORK FOR VIDEO VISITATION SYSTEM

This section describes the expectations of the Department in regard to the implementation of the Video Visitation System, work to be performed by the selected Contractor, and overall project definition. As part of the scope of work, the Proposer is required to fill out Appendix A2 – Feature Checklist for Video Visitation System and return it with the proposal. The Proposer must check the blank space next to each item under the category, which best describes the ability of the VVS. If the Proposer can fully meet the requirement, a check mark will be placed in the “Yes” category. If the Proposer cannot meet the requirement, a check mark will be placed in the “No” category. If the requirement can be met partially with the Proposer's complement of resources (software, hardware, staff, knowledge and abilities), a check mark should be placed in the “Partial” category. If the requirement can be met by the Proposer modifying its standard complement of resources, a check mark will be placed in the “Modify” category. The Proposer is encouraged to offer explanations whenever necessary, expanding the space provided to accommodate explanations, so that the Department can provide a more thorough and accurate evaluation.

Proposers will observe in the RFP documents that the LAPD intends to enter into an agreement with a Contractor who can provide a total VVS solution, and address the specific functionality described in the RFP. The VVS must minimally have the capabilities and functionality as listed in the Scope of Work.

3.1 Video Visitation System Product Overview

The LAPD is looking for a single vendor to provide a turnkey hardware and software solution to support a Video Visitation System (VVS) for the LAPD. Inmate VVS will be used for public visits from on-site and off-site locations, and attorney confidential and other approved private visits from on-site locations.

The VVS will allow the public to visit inmates from their home as well as from pre-determined visitation centers in designated LAPD facilities, while being monitored and recorded by the LAPD staff. All remote video sessions will be monitored and recorded. Confidential and private video sessions with attorneys and other approved individuals will be on-site, and remote private video sessions will not be allowed. All video recordings will remain the property of the LAPD. All facets of this project will be mutually agreed upon by the selected Contractor and the LAPD.

The LAPD currently has an in-house Inmate Video Visitation System VVS at the downtown Metro Detention Center, which will be replaced by the selected Contractor's proposed system. The selected Contractor will be responsible for any interface development and costs with third party vendors and/or LAPD systems, possibly including the Los Angeles Sheriff's Department's (LASD's) booking system. The selected Contractor will be required to plan and implement the VVS, including integrating and interfacing with, and testing of all required equipment and software relative to the new VVS, without impacting the normal daily operation of the existing VVS or other LAPD systems until the new system is activated.

Based on the mandatory site visits/walk-throughs, the Proposer will include the recommended number of VVS units in the proposed turnkey VVS solution to maximize efficiency, effectiveness, and value, while minimizing costs.

The Proposer will state all costs associated with the new installation, associated equipment and/or software, furniture, and enclosures, and will include all cost components in Attachment 1B – Video Visitation System Pricing Matrix. The VVS instruments, software, hardware, and enclosures will be subject to approval by the LAPD Project Manager or Designee. The Proposer selected will be responsible for any cabling & wiring, network access, project implementation, and interface development and installation costs.

The selected Contractor must comply with all Federal and State statutes and regulations as well as local ordinances currently in effect or hereafter adopted.

3.2 Tasks

In order to achieve the goal of an on-time, within-budget implementation of the VVS, the Contractor's fulltime Account Manager will perform the following tasks:

- 3.2.1 Provide VVS Design and Configuration. Work with a team of selected staff from the LAPD and Information Technology Agency (ITA), as appropriate, in all technical and operational issues of the design and integration of the VVS network, hardware, software, and associated services.

Deliverable – Proposed VVS Network Design and Configuration, Hardware, Software, Associated services, Integration Plan, Organization Chart and brief, complete statement of qualifications and experience or resumes of Contractor's Key Personnel who will be supporting the LAPD after implementation of VVS

- 3.2.2 Provide VVS Implementation and Installation Plan. Includes integration and testing VVS, including associated services, cabling and wiring, and interfaces for the LAPD infrastructure and facilities.

Deliverable – Project Plan, Project Control Document, Organization Chart and brief, complete statement of qualifications and experience or resumes of Contractor's Project Implementation Team

- 3.2.3 Provide training, operational instruction and guides/manuals to the LAPD staff, in a form acceptable to the LAPD and ITA for the System Administrator and other authorized LAPD Designees.

Deliverable – Name, qualifications, and experience level of Trainer, Provide Training Plan, Conduct Training, and Provide Guides/Manuals

- 3.2.4 Comply with Maintenance and Service Levels

Deliverable – Compliance with Service Level Agreement (SLA) document (Attachment 2B)

3.3 General Requirements

- 3.3.1 Proposer must propose a fully functioning, comprehensive, and operational Onsite and Remote VVS using state-of-the-art video compression technology designed specifically for jails, prisons or other incarceration facilities. The VVS must be capable of processing on-site and remote visits at all Facilities, allowing visitors to video conference with inmates/prisoners whether visitor is located at a designated jail property and/or at a remote location

via the Internet using privately owned computers, outside the LAPD's domain or influence.

- 3.3.2 Provide a minimum of three (3) existing facilities of similar size and scope as the LAPD that are using the proposed VVS, with contact names and phone numbers for each. This project will not be a site for Beta testing.
- 3.3.3 The VVS must be a complete solution for the LAPD incorporating all major aspects of visitation (e.g. reporting, recording, scheduling, software & hardware, network access, cabling/wiring, system interfaces, etc.) for on-site and remote visitors. All available modules must be included and itemized in the pricing provided.
- 3.3.4 The VVS must have the ability to be both fully Cloud-based or at the election of the LAPD, the VVS must have the ability to house application servers, recording servers, storage servers or any other servers or equipment on premises at LAPD, if desired.
- 3.3.5 The VVS must be able to charge the visitor \$15.00 for 15 minutes for remote video visits.
- 3.3.6 Provide all labor, equipment, materials, software, installation, configuration (hardware, software and networking), documentation, testing, and training of the VVS as required herein and on the drawings.
- 3.3.7 In-Process Visits must have a visible countdown timer.
- 3.3.8 In-Process Visits must have a recording notification legibly posted in both English and Spanish.
- 3.3.9 VVS shall be an Internet Protocol (IP)-based system. All video and audio streams between the stations must be transmitted over TCP/IP/Ethernet. Any systems that utilize analog audio/video matrix switching devices are not acceptable.
- 3.3.10 At no expense to the LAPD, the LAPD staff must be trained in the use of the VVS to facilitate all on-site and remote browser-based visitations and to administer the VVS.
- 3.3.11 Cabling and wiring, network access, interface(s), installation/implementation, and associated costs will be the responsibility of the selected vendor. Selected vendor will be responsible for providing and implementing a separate network connection (T1.5, T45, etc. access), to operate the VVS. The selected Contractor will be responsible for any additional network

switches, CAT5 or CAT6 wiring, and any and all bandwidth required for Video Visitations.

3.3.12 Refer to Exhibit 1 – Security Language, when developing and installing required interfaces.

3.3.13 Remote visitors must be able to conduct remote visits without having to install or download any software.

3.3.14 Technical Support in both English and Spanish must be provided during visitation hours for jail and visitors at no cost to the LAPD.

3.3.15 The Proposer's VVS must be designed for use by the hearing impaired. Provisions for the deaf must comply with Americans with Disabilities Act (ADA), and Telephone Devices for the Deaf (TDD) regulations and standards. TDD instruments must be provided based on the needs of each jail, as determined by the LAPD. Required locations of the TDD instruments will be provided by the LAPD to the selected Contractor. Toll-free Telecommunications Relay System (TRS) will be allowed.

3.4 Video Visitation Stations, Network, and Servers

3.4.1 Describe your Terminal Enclosure mounting specifications; include drawings, diagrams, etc. in your response.

3.4.2 All video visitation station components must be field-replaceable by the LAPD staff or by the VVS contractor. All video visitation station components must be non-proprietary and, at minimum, meet the following requirements:

- A. Correction grade wall mountable enclosure
- B. Minimum of 17" color monitor
- C. USB webcam
- D. Detention grade audio handset with cable lanyard (lanyard length to be determined by LAPD)
- E. Available with sloped top
- F. Available with minimum of ¼" LEXAN
- G. Enclosure must be wall mounted with a minimum of 4 lag bolt locations and openings for two 4-square boxes in the rear
- H. The enclosure must not have any openings exposed to inmate or visitor, unless it utilizes an indirect venting system for heat dissipation
- I. Option for second handsets
- J. Option for handset volume control

K. Videoconferencing Codec Hardware:

1. 4GB Hard Drive or better
2. 2GB of RAM or better

L. Videoconferencing Codec Software

1. Adobe Flash Capable
2. Must have built in H.323 and/or SIP protocol for open communication directly to devices from Cisco, Polycom, Lifesize, etc., or better
3. Adjustable Video Transmission Speeds: 64 Kbps – 2 Mbps
4. Wide range of video resolutions and bit rates. Video Standards: H.261, H.263, H.263+/, H.264
5. Audio Standards: G.711, G.722, G.723.1, G.728, G.729
6. Full duplex echo cancellation
7. Automatic noise suppression
8. Ability to turn off internal echo canceller
9. Ethernet Network: Integrated 10/100 Ethernet NIC
10. Data Sharing: Compiles with H.239 ITU-T Standard

3.4.3 All visitation recordings will be processed and stored at the LAPD's option and direction: stored locally within the facility on a separate server environment (will NOT use the LAPD's internal server environment); and/or at a remote data center.

A. Application Server-Minimum Requirements:

1. Primary CPU: Dual Core Intel Pentium D915, 2.8GHz, 800MHz FSB
2. Memory: 4GB DDR2, 553MHz
3. Primary Controller: SAS 5iR internal RAID adapter, PCI-Express
4. Hard Drive Configuration: SAS5iR (SATA/SAS Controller) – RAID 1
5. Primary Hard Drive: 80GB Hard Drive
6. 2nd Hard Drive: 80GB Hard Drive
7. Operating System: Windows Server 2003 R2
8. Network Adapter: On-Board Dual Gigabit Network Adapter
9. CD Drive: 24X IDE CD-ROM drive
10. Rack Rails: Rack Chassis w/Rapid Rails
11. Approved manufacturers: Dell, HP

B. Recording Server

1. Primary CPU: Quad Core Intel Xeon 5050, 2x2MB, 3.00GHz, 667MHz FSB
2. Memory: 4.0GB, 533MHz
3. Primary Controller: SAS 5/I Integrated, No RAID
4. Hard Drive Configuration: Integrated SAS/SATA No RAID, SAS 5/I Integrated
5. Primary Hard Drive: 250GB Hard Drive
6. Operating System: Windows Server 2003 R2 or Linux
7. Power Supply: Non-Redundant Power Supply
8. Network Adapter: On-Board Dual Gigabit Network Adapter
9. CD Drive: 24X IDE CD-ROM drive
 - a. Chassis Configuration: 2-Post Rails for Non-Dell Rack
 - b. Approved manufacturers: Dell, HP
 - c. Constant or variable bit rate and frame rate

3.4.4 The VVS must be connected to a 100 Mbps Ethernet network

3.4.5 The VVS must utilize CAT5E or CAT6 cabling for connection to the visitation network.

3.4.6 The VVS must provide an adequate number of Gigabit or 10/100Base-T managed multicast switches and ports to accommodate the total number of visitation stations, servers and administration stations.

3.5 Video Visitation System Software

3.5.1 The VVS must be installed in a minimum of three (3) facilities similar in scope and size to the LAPD.

3.5.2 The VVS must be compatible with Oracle, Microsoft SQL or Postgr SQL databases.

3.5.3 The VVS must be a user-friendly, highly graphical, keyboard and mouse driven application.

3.5.4 The VVS must be accessible via standard browser to the LAPD users with network access and application privileges.

3.5.5 The VVS must be a privilege-based system allowing the assignment of privileges to customizable users groups and user assignment to specific user groups.

3.5.6 The VVS must have integration with an inmate directory.

- 3.5.7 The VVS must allow the LAPD to automatically notify a user(s) and/or user group(s) via email when a visitation station is added, modified and/or taken offline.
- 3.5.8 The selected VVS Contractor will be responsible for developing and implementing the interface necessary to obtain the following minimal requirements:
- A. Inmate ID
 - B. Inmate last name
 - C. Inmate middle name
 - D. Inmate first name
 - E. Gender designator
 - F. Date of birth
 - G. Housing assignment designator
 - H. Race designator
 - I. Inmate booking number
- 3.5.9 The VVS must interface with LAPD's and/or the LA County Sheriff Department's booking and release system to track all inmate housing unit assignments, movements, and inmate releases to validate scheduled visitation integrity. Each of the three regions would have a work center that would allow the LAPD staff to check for inmate availability. VVS must have the capability to schedule, reschedule, and cancel video visits, as well as the flexibility to limit online video visitation sessions and to change online video visitation hours.
- A. VVS must attempt to reschedule all visits associated with the inmate if the inmate has changed housing locations.
 - B. VVS must cancel all visits associated with an inmate if the inmate has been released.
 - C. VVS must notify visitor(s) via email and automated phone message if a visitation has been cancelled.
- 3.5.10 VVS must allow the LAPD to manage and schedule Internet video visitation, on-premises and off-premises video visitation, and non-video visitations with shared or separate quotas, stations, visitation center hours, time slots, and scheduling policies.
- 3.5.11 VVS must allow the LAPD to manage personal and professional visitations with shared or separate quotas, stations, visitation center

hours, time slots, recording and monitoring rules, and scheduling and policies.

- 3.5.12 The VVS must allow the LAPD to create specific personal and professional visitation time slots for Internet video visits, on-premises, and face-to-face visits. VVS must allow the LAPD to customize visitation time slot duration.
- 3.5.13 The VVS must allow the LAPD to determine what types of visits (Internet, on-premises, or both) are allowed for each housing unit.
- 3.5.14 The VVS must be able to manage multiple visitation centers with unique hours of operation, visitation types, policies and quotas.
- 3.5.15 The VVS must allow the LAPD to establish and manage approved visitor lists for the entire jail, only selected housing units, or only selected inmates.
- 3.5.16 The VVS must allow the LAPD to schedule a “no visitations” event with customizable duration for an inmate, station, station group, housing unit and/or visitation center.
- 3.5.17 The VVS must allow the LAPD to create the following restrictions with customizable duration:
 - A. Restrict a visitor from visiting a certain inmate(s).
 - B. Restrict an inmate from visiting a minor.
 - C. Restrict an inmate from visiting ALL visitors.
 - D. Restrict a visitor from visiting ALL inmates.
 - E. Restrict an inmate from having Internet video visits.
 - F. Restrict an inmate from visiting at the same time as another inmate.
 - G. Restrict a visitor from visitation at the same time as another visitor.
- 3.5.18 The VVS must allow the LAPD to establish and automatically enforce different inmate and visitor quotas for Internet video visits, on-premises video visits and face-to-face visits.
- 3.5.19 The VVS must allow the LAPD to set the age at which a minor is allowed to register and schedule a visit as an adult.
- 3.5.20 The VVS must allow the LAPD to create custom visitation quotas, including:
 - A. The VVS must allow the LAPD to create inmate and visitor quotas based upon time (example: 25 min/day).

- B. The VVS must allow the LAPD to create inmate and visitor quotas based upon count (example: 1 visit/week).
- C. The VVS must allow the LAPD to create inmate and visitor quotas with a customizable duration (day, week or month).
- D. The VVS must allow the LAPD to establish separate quotas for personal and professional visits.
- E. The VVS must allow the LAPD to create quotas for specific types of visits (Internet Video, On-Premise Video, and Face-to-Face).
- F. The VVS must allow the LAPD to establish the total number of visitors allowed per visit for Internet video visits, on-premises video visits, and face-to-face visits.
- G. The VVS must allow the LAPD to specify unique quotas for each housing unit.

3.5.21 The VVS must allow the LAPD to denote a visitor as being a professional visitor.

3.5.22 The VVS must have individual profile pages for each inmate and visitor allowing the LAPD staff to:

- A. Review and edit visitor/inmate general information;
- B. Review visitation history;
- C. View and download visitation recordings;
- D. Review warrant check results;
- E. Create, edit, and remove restrictions;
- F. Create, edit, and remove events; and
- G. Create, edit, remove approved visitors/inmates.

3.5.23 The VVS must allow LAPD staff to schedule visits in person or over the phone (scheduling via Kiosk option for the LAPD to consider).

3.5.24 The VVS must provide a means of creating an unscheduled visit (Ad hoc Visit) where the inmate's and visitor's information is required and tracked.

3.5.25 The VVS must provide the means for the LAPD staff to create an unscheduled visit/station connection where the inmate's and visitor's information is not required.

3.5.26 The VVS must be a web-based scheduling application allowing public and professional visitors to register and schedule visits using

a standard Internet browser and an Internet connection, including the following features:

- A. The VVS must have the capability to give the LAPD staff the flexibility to make fields mandatory for visitor registration.
- B. The VVS must allow the LAPD to determine if visitors must register in person prior to scheduling a visit.
- C. Officers will have ability to capture pictures of visitors and store within application for authenticating visitors during visits.
- D. The VVS public and professional scheduling must be available in English & Spanish.
- E. Visitors must be able to login using their unique visitor ID or their email address and password.
- F. Professional visitors will have the additional option of selecting the visitor station and stations characteristics. (i.e. have a visit from their desk or conference room etc.)
- G. The VVS must allow for Smart phone scheduling.
- H. The VVS must have public scheduling module specifically designed for touchscreen lobby kiosks.
- I. Web-based scheduling application must allow the LAPD to customize the top banner with an image and customizable text and font size.

3.5.27 The VVS must allow the LAPD to display upcoming and running visit information on one or multiple monitor(s) and/or station(s) that automatically refresh, including the following features:

- A. The VVS must allow the LAPD to configure information for display for each individual display type(s) (visitation center informational monitor, inmate station, dorm officer, etc.)
- B. The VVS must allow the LAPD to display visitor check-in status.
- C. The VVS must allow the LAPD to hide assigned visitor station(s) number until the visitor has checked in.
- D. The VVS must allow the LAPD to customize the number of visits per page and the page scroll duration.

3.5.28 The VVS can automatically start each visit at the designated start time.

- 3.5.29 The VVS must allow the LAPD to determine if the visitor is required to check-in for a video visit to start.
- 3.5.30 Officer must be able to have a real time check-in with audio and video to determine authenticity and match with visitor picture on file with the LAPD.
- 3.5.31 The VVS must allow the LAPD to determine if a visit is to be canceled if the visitor does not check-in on time or after a set amount of time and if that visit will count against the inmate's visitation quota.
- 3.5.32 The VVS must allow the LAPD to check-in those visitors visiting over the Internet via video chat between the officer and the visitor(s).
- 3.5.33 The VVS must allow for real-time visitation monitoring of all live personal visits.
- 3.5.34 The VVS must allow LAPD staff to stop, pause and restart any running visit, from any LAPD location or jail as well as from a designated LAPD central location or jail.
- 3.5.35 The VVS must allow for station reassignment during any running visit.
- 3.5.36 The VVS must allow for visitation time extension during any running visit.
- 3.5.37 The VVS must allow for real-time monitoring of audio/video for multiple visitations simultaneously.
- 3.5.38 The VVS must rotate through all visits at user defined monitoring rate.
- 3.5.39 LAPD must be capable of scanning through all active visits and selecting a particular visit for monitoring, including the following features:
- A. LAPD must be capable of locking a visit in place and removing it from the exit queue.

- B. LAPD must be able to stop, or pause and restart any visit.
- C. If recording sources are available, LAPD must be able to start recording a visit.

3.5.40 VVS must be able to encrypt all professional/attorney/private video visitations to ensure no recording or monitoring can take place.

3.5.41 The VVS must provide synchronized digital video and audio recording for all visitation sessions and must include the following features:

- A. The VVS must utilize standard servers for processing and storing the recordings. Any system that utilizes VCR's, DVR's, IPVCR's, and/or MCU's is not acceptable.
- B. The VVS must allow facilities to configure recordings such that all video visitations will be recorded, only certain visitations will be recorded, and/or certain inmates and visitor will be recorded.
- C. The VVS must allow the LAPD to determine the quality and storage size for video visitation recordings independent of the visitation quality. The LAPD must be able to select from H.264, MPEG2 and MPEG 4 recording formats. Minimum storage size must be equal to 120MB per hour.
- D. Authorized users will have the ability to mandate specific visits, visitors and/or inmates to be recorded.
- E. The VVS must provide two levels of recording permissions to ensure execution of recording mandate.
- F. The VVS must store all recorded visits for two (2) years in a video storage server.
- G. Authorized users must be capable of downloading a recorded file(s).
- H. The VVS must incorporate an audit trail to track who has viewed and/or downloaded the recording file(s).

3.5.42 The VVS must provide the option to display a start-up message and two separate visual warning messages on each visitation monitor. Time placement and messaging must be fully configurable.

3.5.43 The VVS must provide the option to display an onscreen countdown clock timer on the inmate and visitor stations.

3.5.44 The VVS must have the option to display "picture-in-picture" on the inmate and visitor stations.

3.5.45 The VVS must automatically attempt to reconnect stations if connectivity is lost.

3.5.46 The VVS must allow the LAPD to create visitation billing charges as well as the following related features:

- A. The VVS must shut off free video visits after 15 minutes, and give a warning prior to shutting off video visit (One free 15-minute video visit quota).
- B. The VVS must allow the LAPD to charge for all visits for a specific visitation center (example: all Internet video visits).
- C. The VVS must have the ability to differentiate between professional visitors (e.g. allow public defenders to have free visits, and attorneys for unmonitored and unrecorded on-site confidential video visits, etc.).
- D. The VVS must allow visitation charges to be based upon per minute or per visit.
- E. The VVS must allow the LAPD to implement a non-refundable processing fee.
- F. The VVS must allow the LAPD to assign billing rules to selected visitation centers and/or specific visitation center days or hours.
- G. The VVS must allow the LAPD to create a custom visitation cancellation policy that allows for varying cancellation charges based upon when the visitor cancels the visit.
- H. The VVS must dynamically display the cancellation and refund policy while the visitor is scheduling and canceling visits.
- I. The VVS must have the capability of automatically refunding a visitor for a charged visit that has been cancelled as a result of:
 - 1. Inmate release
 - 2. LAPD-imposed restriction
 - 3. Station unavailability
 - 4. Facility or jail event (example: weather closure, dorm lockdown)

3.5.47 VVS must allow authorized LAPD staff to override or refund visitation charges.

3.6 Pricing and Revenue Share

- 3.6.1 The Proposer must provide pricing for software and hardware cost components of turnkey solution, including pricing for enclosures. The selected Contractor will be responsible for any associated interfaces, network/internet access, cabling, wiring and/or conduit.
- 3.6.2 If the Proposer is including optional features that are not part of the turnkey solution, the proposal must list and provide a brief description of each optional feature and the corresponding detailed and itemized costs.
- 3.6.3 The proposal must include revenue share (percentage or stated dollar amount) with the LAPD on the Inmate Video Visitation fees charged for remote video visitation visits.

3.7 Maintenance and Repairs

- 3.7.1 The equipment, cabling, wiring and conduit installed at the Jail facilities will remain the sole and exclusive property of the LAPD. The LAPD will not be responsible for any damage to the Video Visitation equipment.
- 3.7.2 The selected Contractor will provide all necessary labor, parts, materials and transportation to maintain all Inmate Video Visitation units, hardware, and related service equipment in good working order, and in compliance with the equipment manufacturer's specifications throughout the term of the contract.
- 3.7.3 The selected Contractor is responsible for all maintenance and repairs to the VVS.
- 3.7.4 The selected Contractor will provide 24/7/365 phone support for software and hardware problems, and will comply with response times detailed in Attachment 2B – Video Visitation System Service Level Agreement. A single point of contact with the selected Contractor, via a toll-free telephone number and an e-mail address, must be established by the selected Contractor for reporting all VVS problems. This toll-free maintenance/repair telephone number must be available for reporting VVS problems twenty-four (24) hours per day, every day of the year.
- 3.7.5 The selected Contractor must warranty all equipment for a minimum of five (5) years from system acceptance and provide the LAPD with all warranty documentation.

- 3.7.6 The selected Contractor will provide and maintain a sufficient inventory of spare parts and spare parts kits at specified LAPD facilities, readily available for repairs and maintenance of the VVS. The selected Contractor must provide a statement of spare part availability and delivery durations when such parts are not on-hand at the site.
- 3.7.7 The selected Contractor will develop procedures and schedules to conduct monthly Preventive Maintenance on the VVS and all equipment, and instruments included therein, and preparation of Monthly Maintenance Reports indicating the nature and scope of the Preventative Maintenance performed. The Contractor will provide all necessary labor, parts, materials, technical personnel, and transportation necessary to maintain the VVS and all of its components in good working order, including the performance of Preventive Maintenance.
- 3.7.8 The selected Contractor will adhere to and comply with the Video Visitation System Service Level Agreement in Attachment 2B.

3.8 Other Optional Service Offerings

- 3.8.1 Provide information on a video arraignment component, additional cost (if any), and how it would interface with the VVS.
- 3.8.2 Describe system's capabilities in detail. Indicate if part of standard service offering, or if "Optional," indicate cost.
- 3.8.3 Provide brief description of other current features and indicate if feature is "Optional". Indicate cost, if any, on the cost breakdown sheet.

3.9 Training/Ongoing Operations

- 3.9.1 The selected Contractor must provide onsite training on the VVS for the designated LAPD staff and LAPD Designee at no additional cost to the LAPD. The selected Contractor must provide a detailed scope of training, including training schedule, length of training, various times training can be provided and number of personnel that can attend a training session. Training will occur no later than 14 days prior to the systems activation date, at no cost to the LAPD.
- 3.9.2 The selected Contractor will provide training materials to LAPD staff and LAPD Designee for inmate training at no additional cost to the LAPD.

3.9.3 The selected Contractor will provide training on VVS upgrades or any component thereof, if any.

3.9.4 The selected Contractor will provide user manuals to the LAPD.

3.10 Management Reporting

3.10.1 Project Status Reports: The selected Contractor will prepare and submit Project Status Reports during the System Implementation Period to the LAPD. The Contractor will submit such reports to the LAPD and LAPD Designee on the 1st and 15th of each month or the next working day if the due date falls on a Saturday, Sunday or holiday. Such reports must, at a minimum, state:

- A. Period covered by the report;
- B. Project progress and plans;
- C. Issues tracking, including deficiencies;
- D. Project schedule including work scheduled for completion, which was completed, and work scheduled for completion, which was not completed;
- E. Updates to the Project Control Document;
- F. Project risks identified through the quality assurance process; and
- G. Any other information that the LAPD may reasonably require.

3.10.2 Monthly Project Reports: The selected Contractor will be required to submit Monthly Project Reports pertaining to the operation and maintenance of the VVS. Monthly reports will be for the period including the first day of the month through the last day of the month. Such reports must include, but not be limited to, the following:

- A. Video Visitation Detail Reports;
- B. Revenue Share Reports (on Remote Visits);
- C. Total Video Visits Completed and Billed Report: Report must be in summary format by jail;
- D. Summary of Any Unauthorized Video Visit Activity Detected Report: Report must be in summary format by jail facility, and must contain any information available to support the subsequent investigation of such activities;

- E. Summary of System Outages and/or Maintenance Performed Report: Report must be in summary format by jail facility, and must contain a brief problem description and corrective action taken to resolve the problem. The report must also include the date and time and who notified the LAPD or LAPD Designee;
 - F. The VVS Inspection and Maintenance Log: This report must be submitted to the LAPD and LAPD Designee on a quarterly basis or as required by the LAPD; and
 - G. Contractor's reporting system must have Ad Hoc Query and report capability and may require format modification to enhance readability at the request of the LAPD or LAPD Designee.
- 3.10.3 Six-Month and Year-End Summary Reports: The Contractor must submit an initial Six-Month Summary Report and subsequent Year-End Summary Reports, including Annual System Management Reports, pertaining to the operation of the Contractor's VVS.
- 3.10.4 The selected Contractor must submit one (1) soft copy of each of the Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports on CD-Rs to the LAPD Project Manager and to the LAPD Designee.
- 3.10.5 The selected Contractor's written reports must utilize Microsoft Word for the narrative portions and Microsoft Excel for the Inmate billing and revenue share reports.
- 3.10.6 The selected Contractor's written reports are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on VVS for the prior month.
- 3.10.7 The Contractor's Year-End Summary Reports are due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the VVS for the subject Agreement year.
- 3.10.8 There will be a Late Penalty of \$ 100.00 per day for reports received late, unless prior approval for late delivery by selected Contractor has been granted by the LAPD Project Manager.

3.11 Audit

The LAPD's duly authorized representatives or Designee must have access to all reports, recordings, records, documents, files and personnel necessary to audit and verify Contractor's charges and revenue share to the LAPD hereunder. Contractor agrees to retain reports, recordings, records, documents, and files related to charges hereunder for a period of five (5) years following the date of final payment for the Contractor's services hereunder the LAPD reserves the right to audit and verify Contractor's records before final payment is made. The LAPD's representatives or Designee will have the right to reproduce any of the aforesaid documents. Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract must be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the LAPD Project Manager.

3.12 Annual Review

Within thirty (30) calendar days following the end of the Agreement year, selected Contractor Project Manager or Senior Management personnel will meet with the LAPD and LAPD Designee (if applicable), and provide a comprehensive report of Inmate Video Visitation activity for the Agreement year, along with providing a comprehensive presentation recapping any key areas of successes and/or concerns, as well as addressing intended strategies for the upcoming contract year. This will also include a Contract Review for compliance for the preceding year.

3.13 Video Visitation System Cost, Fees, and Revenue Share

(Refer to Attachment 1B – Video Visitation System Pricing Matrix)

3.13.1 The selected Contractor will provide a turnkey Video Visitation System. The cost of any infrastructure and interface work will be the responsibility of the selected Contractor.

3.13.2 Provide list of fees and charges for remote Video Visitation visits.

3.13.3 Provide a list of all other on-going fees such as hardware and/or software maintenance costs, licensing fees, warranty costs, etc. The Proposer must disclose all other additional fees and surcharges that are charged for Inmate Video Visitation visits, and provide a brief description of each. It is the LAPD's preference that additional fees are minimized.

3.13.4 Provide alternate payment options for the LAPD.

3.13.5 The Proposer must state applicable Federal, State, and Local taxes.

3.13.6 The selected Contractor will pay the LAPD a revenue share on the Inmate Video Visitation fees and charges (not including mandatory Federal, State, and Local fees and legitimate pass-through fees) for remote video visitation visits.

3.13.7 If any revenue share payments due under Attachment 1B (Video Visitation System Pricing Matrix) of this RFP are not received by the LAPD within the period specified, the LAPD is entitled to recover interest thereon. Said interest will be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/66 day year) calculated from the date payment is due.

3.14 Project Implementation

Project Control Document (PCD)

Upon effective date of Agreement, the Contractor must create and deliver to the LAPD and the LAPD Designee, Project Control Documents (PCDs), consistent with the Scope of Work. The contents of each PCD must include the relevant elements of the following:

- A. Introduction
- B. Executive Summary
- C. Project Mission & Objectives
- D. Project Scope
- E. Work Breakdown Structure
- F. Master Project Schedule
- G. Change Control Plan
- H. Project Team
- I. Risk Assessment and Management

3.15 Integration of New Video Visitation System

The Proposer must submit detailed plans for the provision of necessary telephone equipment and the integration of the new Inmate VVS, while minimizing the impacts to current Inmate VVS operations. The new Inmate VVS must become fully operational to replace the current system, upon the successful completion of all its system integration testing and acceptance by the LAPD. VVS integration and acceptance test criteria is as follows: 1) All Inmate Video Visitation units tested and verified as fully operational, without Deficiencies; and 2) Written acceptance by the concerned LAPD Project Manager. All Inmate VVS installation plans and schedules will be reviewed and approved by the LAPD Project Manager in order to minimize impacts to normal operations.

3.16 Project Approach

The proposal must present an overview, which will be a narrative description, of the proposed plan for providing the Inmate VVS to the LAPD. The Proposer will provide in full detail, its understanding and response to the Scope of Work.

3.17 Implementation Plan and Schedule

The Proposer will provide a detailed Implementation Plan and Schedule. The installation will include a user testing and acceptance provision for the LAPD. Time is of the essence in providing a fully functional VVS and the selected Contractor is required to provide a fully functional VVS tested and accepted by the LAPD. The LAPD is requiring a thirty (30)-business day implementation schedule. At LAPD's discretion, any failure to provide the VVS service after the 30 business day implementation schedule may incur a daily penalty of \$500.00 until fully functional. Implementation Plan and Schedule will include the following:

3.17.1 Summary of management/work plan for this Project

3.17.2 Project Schedule with Project Milestone Dates

3.18 Project Implementation Team

3.18.1 The proposal must include the name, years of service, qualifications, address and telephone number(s) for the Project Implementation Manager, which will be the LAPD's main point of contact during the VVS installation; and the Project Manager or Account Manager, which will be the LAPD's main point of contact after implementation and turn-up of services, and during the subsequent Contract(s).

3.18.2 Proposal must include its Project Team Organization Chart, clearly showing the organization of the team and the hierarchy of the members. It must include:

- A. Organizational framework for the proposed Project Team
- B. Company name and key staff name for each role identified in the chart

3.18.3 The proposal must include the names, years of service, qualifications, addresses and telephone numbers of each member of the proposed Project Implementation Team, including an Escalation Chart with complete contact information.

4.0 GENERAL PROPOSAL CONDITIONS

All proposals submitted are subject to the following general conditions:

4.1 Acceptance of Terms and Conditions

The submission of a proposal pursuant to this RFP constitutes acknowledgement and acceptance of all terms and conditions set forth herein.

The City requires a 30-business day implementation. Award of an ITS contract resulting from this RFP does not necessarily guarantee a contract for VVS, and vice versa.

4.2 Cost of Responding to RFP

The Proposer understands and agrees that the City is not responsible for any costs incurred by the Proposer in responding to this RFP. The selected Contractors that respond to this RFP, including possible attendance at a post-submission interview of Proposers, do so solely at their own expense.

4.3 City's Right of Withdrawal of RFP and Rejection of Proposals

Notwithstanding any other provisions of this RFP, the City reserves the right to withdraw this RFP at any time without prior notice. The City also reserves the right to reject any and all proposals submitted or to waive any minor administrative irregularities contained in any proposal, when to do so would be to the advantage of the City or its taxpayers.

4.4 Withdrawal of Proposal

A Proposer may withdraw a submitted proposal in writing at any time prior to the specified due date and time. Faxed withdrawals will be accepted. A written request to withdraw, signed by an authorized representative of the Proposer, must be submitted to the City at the address specified herein for submittal of proposals. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the specified submission deadline. All proposals submitted and not withdrawn prior to the end of the submission deadline will be firm and may not be withdrawn after the submission deadline for a period of one hundred eighty (180) days following the deadline for submission of proposals specified in this RFP.

4.5 Disposition of Proposals and Disclosure of Information

All proposals submitted in response to this RFP will become the property of the City and will be a matter of public record subject to the State of California Public Records Act (California Government Code Section 6250 et seq.). Proposers must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that the Proposer claims is exempt from disclosure under the California Public Records Act. Any Proposer claiming such an exemption must identify the specific provision of the California Public Records Act that provides an exemption from disclosure for each item that the Proposer claims is not subject to disclosure under said Act.

Any Proposer claiming such an exemption must also state in the proposal the following: "The Proposer will indemnify the City and its officers, employees, and Project Manager, and hold them harmless from any claim or liability and will defend any action brought against them for their refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request therefore." Failure to include such a statement will constitute a waiver of a Proposer's right to exemption from disclosure.

4.6 Meetings, Conferences and Technical Discussions During Evaluation Period

After submittal of proposals and continuing until a contract is awarded, all City personnel and Project Manager of the City involved in the RFP process will refrain from holding any meetings, conferences, or technical discussions with any Proposer except as provided in this RFP. Proposers may not communicate in any manner with City or LAPD personnel or their Project Manager regarding this RFP or the proposals during this period of time or unless otherwise authorized in writing by the LAPD's Contract Administrator. Failure to comply with this requirement will automatically terminate further consideration of that firm's or individual's proposal submitted.

4.7 Proposal Submittal Conditions or Limitations

Proposals submitted that set forth conditions or limitations to those set forth in the RFP may be considered nonresponsive and, therefore, may be rejected.

4.8 Proposal Interpretations and Addenda

Any change to or interpretation of this RFP will be posted on the on the City of Los Angeles' Business Assistance Virtual Network (BAVN), residing at www.labavn.org. Any such changes or interpretations will become a part of this RFP and may be incorporated into any contract awarded pursuant thereto.

5.0 CONTENTS OF PROPOSAL

The response to this RFP must be made in accordance with the format and in the order set forth herein. Failure to adhere to this format and order may be considered nonresponsive and, therefore, be cause for rejection of the proposal. It is requested that proposals be prepared simply and economically, avoiding the use of unnecessary promotional material. It is the LAPD's intent to award a contract, in a form approved by the City Attorney, to the selected Contractor. This RFP and the proposal submitted, or any part thereof, may be incorporated into and made a part of the contract. Proposals accepted by the LAPD constitute a legally binding contract offer by the Proposer.

5.1 In Writing

All proposals must be submitted in writing. The Proposer must complete and return all applicable documents, including forms and appendices. The LAPD may deem a Proposer non-responsive if the Proposer fails to provide all required documentation and copies.

5.2 Cover Letter

Each proposal must be accompanied by a cover letter that identifies the legal business status (e.g., individual, partnership, corporation, etc.), address, telephone number, fax number, and e-mail address of the Proposer. The cover letter must contain a general statement of the purpose for submission and must indicate the name, title, address, and telephone number of the person or persons authorized to represent the Proposer in order to enter into negotiations with LAPD with respect to this RFP and any subsequent awarded contract. The cover letter must also indicate any limitation of authority for any person named.

The cover letter must be signed by a representative or officer of the Proposer, who is authorized to bind the firm to all provisions of the RFP, any subsequent changes and to the contract if an award is made.

If the Proposer is a partnership, a general manager must sign the proposal in the name of the partnership thereof. If the Proposer is a corporation, the proposal must be signed on behalf of the corporation by two (2) authorized officers (a Chairperson of the Board, President or Vice President, and a Secretary, Treasurer, or Chief Financial Officer) or by an officer authorized by a resolution of the Board of Directors to execute such documents on behalf of the corporation. The corporate seal must be affixed. If the Proposer is a joint venture, duly authorized representatives from each corporation must sign the proposal or partnership as described above. All above signatures must be original and written in ink.

Proposals submitted by consortiums, joint ventures, or teams will not be considered responsive unless it is established in the proposal that all contractual responsibility rests solely with one member of the group or one legal entity. The proposal must identify the responsible entity.

5.3 Qualifications of the Proposer

Proposers must demonstrate their past and present ability to fulfill the requirements set forth in this RFP. Proposers are required to provide detailed information articulating their demonstrated ability to provide the desired product and services.

5.3.1 All selected Proposers must:

- A. Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or past contract performance, in the absence of circumstances properly beyond the control of the Proposer, will be presumed to be unable to meet this requirement.
 - B. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
 - C. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
 - D. Have at least three (3) years' experience providing this type of service (ITS and/or VVS) to police department and county inmate custodial systems.
 - E. Provide references of a minimum of three (3) other customers of similar size and Scope of Work. The references will involve the Proposer's delivery of services that demonstrate the ability of the Proposer to provide inmate telephone services as outlined in this RFP, to the LAPD's satisfaction. All references must be individuals working directly with or managing the day-to-day operations of the ITS, and must have names, titles and phone numbers. The following must also be included:
 - 1. Names and contact information of customer(s) for whom the service was provided;
 - 2. Dates and periods during which the indicated service was provided;
 - 3. The extent and exact nature of the service(s).
 - F. Provide a list of all agencies who did not renew their ITS contracts with Proposer or who terminated their ITS contracts with the Proposer before contract end date, in the last five (5) years. Provide a brief explanation for the non-renewal or termination of the ITS contract.
 - G. Meet other presentation and participation requirements listed in this RFP.
- 5.3.2 Contain a statement of express permission for the LAPD to contact any identified previous customer(s) and request information on the performance of the Proposer.
- 5.3.3 The proposal must include a summary of the relevant background and experience of the Proposer submitting the proposal as a

corporation, partnership, joint venture, or consortium. Adequate documentation must be presented that indicates that the corporation or other entity has the ability to continue in business throughout the period of the contract.

- 5.3.4 All proposals must specifically state the Proposer's experience managing the design, development, integration, and implementation of INMATE TELEPHONE SERVICES and/or VIDEO VISITATION SYSTEMS. The selected VVS must have a proven, reliable record in actual use under a variety of conditions.
- 5.3.5 The proposal must include documentation on the financial status of the Proposer that will permit the LAPD to evaluate its proposal, and to substantiate that the Proposer has the ability to continue in business throughout the period of the contract. The proposal must provide validated evidence of its financial condition, such as a CPA certified annual report or annual operating statement, and any interim statement completed within the prior six (6) months.
- 5.3.6 Selected Proposers that do not manufacture the components comprising the ITS and/or VVS must be authorized by the original equipment manufacturer to resell such components. A copy of a factory-authorized dealer certificate must be provided during contract negotiations.
- 5.3.7 Any other information that will assist the LAPD in evaluating the qualifications of the Proposer.

5.4 Scope of Work and Other Requirements

The proposal must include responses to the Scope of Work and other requirements in the RFP. The proposal must also include:

- 5.4.1 Components listed in Attachment 1A (Inmate Telephone Services Pricing Matrix) and/or Attachment 1B (Video Visitation System Pricing Matrix);
- 5.4.2 System Feature Checklist(s) (Appendix A1 – Inmate Telephone Services Feature Checklist and/or Appendix A2 – Video Visitation System Feature Checklist); and
- 5.4.3 Service Level Agreement(s) (Attachment 2A – Service Level Agreement for Inmate Telephone Services and/or Attachment 2B – Service Level Agreement for Video Visitation System).

The LAPD reserves the right to accept the proposal that appears to be in its best interest. Matters other than price will be considered in determining the award. No binding agreement will exist between the selected Proposer and the LAPD

until a written agreement is executed between the LAPD and the selected Proposer.

5.5 Key Personnel

- 3 The personnel assigned to the contract must have prior experience successfully implementing Inmate Telephone Services and/or Video Visitation Systems of similar scope and complexity. The Proposer must include the names of all key personnel who are employed by the Proposer and any proposed subcontractor(s) who will be assigned to perform services pursuant to the contract. The Proposer must designate a fulltime Project Manager with full authority to administer the contract for the Inmate Telephone Services and/or Video Visitation System, the installation, acceptance testing, training, and any hardware and software support on behalf of the Proposer. For each person identified, the following information must be provided:

5.5.1 A description of the services to be performed by each key person assigned to work each project.

5.5.2 A brief, complete statement or resume of each key person's experience and background, giving the number of years of experience, title or function while gaining the experience and ending dates of the projects cited for relevant experience, and the relationship of that key person to the major goals of the project cited. Include education, certifications, and accomplishments.

The LAPD reserves the right to verify each such person's experience and/or education. The LAPD reserves the right to approve any changes in personnel assigned by the selected Proposer to the contract. The LAPD may also require that the selected Proposer's staff working on the ITS and/or VVS contract undergo a background investigation check conducted by the LAPD.

5.6 Performance Schedule

A detailed performance schedule by phase indicating the plan for accomplishing the design, development, implementation, acceptance testing, training, and any other support proposed for the ITS and/or VVS must be provided as part of the proposal. The section will also show the personnel engaged in each task, the deliverables for each task, and the significant completion dates (days/weeks after the contract start) for each deliverable. If applicable, appropriate review periods must be indicated.

A general high-level performance schedule for completing the project(s) is also required.

5.7 Information on Business Location and Workforce

It is the policy of the City of Los Angeles to encourage businesses to locate or remain in the City. Therefore, the City Council requires all City departments to gather information on the headquarters' address and certain information on the employees of the firms contracting with the City.

If the Proposer is a joint venture or other collaboration of separate entities, each member of the joint venture or collaboration must submit such a list.

This information can be completed in the Contractor Workforce Information form, Appendix B.

5.8 Proposal Deviation from RFP

The proposal must specify any deviation from the terms, conditions, and/or specifications of this RFP in Attachment 3 – Exceptions to the RFP. Each such deviation must be fully identified and must include both the nature and the reason for the deviation, as well as a statement explaining the benefit to the LAPD as a result of the deviation. The proposal must state specifically, "We have excluded no items in the proposal" or "We have included additional items in the proposal," and provide a list of all additional items.

5.9 Additional Data

The proposal must include any other relevant information the Proposer believes essential to the evaluation of the proposal. If the Proposer does not wish to present any additional data, the proposal must state specifically, "There is no other information we wish to present."

5.10 Statement of Non-Collusion

Each proposal must include an executed Statement of Non-Collusion attached to this RFP as Appendix C.

5.11 Nondiscrimination/Equal Employment Practices/Affirmative Action Program

Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2, Nondiscrimination Clause.

Non-construction services to or for the City for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3, Equal Employment Practices Provisions. All Proposers shall complete and upload the Non-Discrimination/Equal Employment Practices Affidavit, two (2) pages, available on the City of Los Angeles' Business Assistance Virtual Network (BAVN), residing at www.labavn.org, at the time it

registers on BAVN, but no later than the time when an individual Proposal is submitted. However, Proposers with Certifications previously uploaded to BAVN and verified by the Office of Contract Compliance (OCC), do not need to re-submit.

Non-construction services to or for the City for which the consideration is \$100,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4, Affirmative Action Program Provisions. All Proposers shall complete and upload, the City of Los Angeles Affirmative Action Plan, two (2) pages, available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org at the time it registers on BAVN, but no later than the time when an individual Proposal is submitted. Proposers opting to submit their own Affirmative Action Plan may do so by uploading their Affirmative Action Plan onto the City's BAVN. Proposers with current OCC approval for their Affirmative Action Plan do not need to re-submit unless the approval is 30 days or less from expiration.

Furthermore, subject sub-contractors shall be required to submit the Non-Discrimination/Equal Employment Practices Certification and Affirmative Action Plan to the successful Proposer prior to commencing work on the contract. The sub-contractors' Non-Discrimination/Equal Employment Practices Certification(s) and Affirmative Action Plan(s) shall be retained by the successful Proposer and shall be made available to the Office of Contract Compliance upon request.

Both the Non-Discrimination/Equal Employment Practices Certification and the City of Los Angeles Affirmative Action Plan Affidavit shall be effective for a period of twelve (12) months from the date it is first uploaded onto the City's BAVN.

Proposers seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices, and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

5.12 Child Support Obligations

Proposers are advised that any contract awarded pursuant to this RFP will be subject to the applicable provisions of Los Angeles Administrative Code, Section 10.10, Child Support Obligations. City policy also requires that all contractors performing work for the City comply with all applicable state and federal reporting requirements relative to legally mandated child support. Proposers must refer to Appendix D – Child Support Obligations for further information and instructions and must submit the required declaration at the time proposals are submitted.

5.13 Service Contractor Worker Retention and Living Wage Ordinances

The Service Contractor Worker Retention Ordinance (Los Angeles Administrative Code, Section 10.36 et seq.) and the Living Wage Ordinance (Los Angeles Administrative Code, Section 10.37 et seq.) provide that all employers (except

those specifically exempted) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of Twenty-Five Thousand Dollars (\$25,000) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, must comply with provisions of said Ordinances.

Proposers must refer to Appendix E – Service Contractor Worker Retention Ordinance (SCWRO) and Living Wage Ordinance (LWO) for further information and instructions.

Proposers who believe that they meet the qualifications for one of the exemptions described in the LWO List of Statutory Exemptions must apply for exemption from the Ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption. The List of Statutory Exemptions and the Application for Non-Coverage or Exemption are included in Appendix E.

5.14 Equal Benefits Ordinance

Proposers are advised that any contract awarded pursuant to this RFP will be subject to the applicable provisions of the Los Angeles Administrative Code, Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All Proposers must complete and upload, the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN), residing at www.labavn.org, prior to award of a City contract valued at or exceeding \$5,000. The Equal Benefits Ordinance Affidavit will be effective for a period of twelve (12) months from the date it is first uploaded onto the City's BAVN. Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Proposers must refer to Appendix F – Equal Benefits Ordinance (EBO) for further information and instructions.

5.15 Contractor Responsibility Ordinance

Proposers are advised that any contract awarded will be subject to the provisions of the Contractor Responsibility Ordinance (Los Angeles Administrative Code, Section 10.40 et seq.).

Proposers must refer to Appendix G – Contractor Responsibility Ordinance for further additional information and instructions. All Proposers must complete and return, with their proposal, the Responsibility Questionnaire included in Appendix G. Failure to return the completed Questionnaire may result in a Proposer being deemed non-responsive.

5.16 Slavery Disclosure Ordinance

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFP will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

All Proposers must complete and upload the Slavery Disclosure Ordinance Affidavit (one (1) page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN), residing at www.labavn.org, prior to award of a City contract.

Proposers seeking a waiver from the requirements of the SDO must refer to Appendix H or visit the Bureau of Contract Administration's web site at www.bca.lacity.org and download the form. The SDO Exemption Form (OCC/SDO-2) must be returned with the Proposal.

5.17 Business Inclusion Program (BIP) Requirements

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Proposers will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises; including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the Proposer's BIP outreach documentation, as described in Appendix I, the Business Inclusion Program, of this RFP. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting.

Proposers must refer to Appendix I, Business Inclusion Program of this RFP for additional information and instructions. BIP outreach must be performed using the Business Assistance Virtual Network (www.labavn.org). A Proposer's failure to utilize and complete their BIP Outreach as described in Appendix I may result in their proposal being deemed non-responsive.

5.18 Municipal Lobbying Ordinance

The Proposer must submit the applicable Municipal Lobbying Ordinance Compliance Form – Bidder Certification CEC Form 50, attached as Appendix J, with their proposal.

5.19 Bidder Contributions

Selected Proposers are subject to Charter section 470(c)(12) and related ordinances. As a result, Proposers may not make campaign contributions to and

or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful Proposers, 12 months after the contract is signed. The Proposer's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Proposers must submit CEC Form 55, provided in Appendix K, to the awarding authority at the same time the response is submitted. The form requires Proposers to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Proposers must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 will be deemed nonresponsive. Proposers who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

5.20 First Source Hiring Ordinance

Unless approved for an exemption, contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, and certain recipients of City Loans or Grants, must comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO). Proposers must refer to Appendix L, "First Source Hiring Ordinance" for further information regarding the requirements of the Ordinance.

The Anticipated Job Opportunities Form (FSHO-1) and Subcontractor Information Form (FSHO-2) contained in Appendix L will only be required of the Proposer that is selected for award of a contract.

5.21 Contractor Evaluation Ordinance

Proposers are advised that any contract awarded as a result of this RFP process will be subject to the provisions of Los Angeles Administrative Code Section 10.39 et seq., Contractor Evaluation Ordinance (CEO). In accordance with this Ordinance, the City will conduct an evaluation of a contractor's performance at the end of the contract.

The City may also conduct evaluations of the contractor's performance during the term of the contract. Evaluations will be based on a number of criteria, including but not limited to the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the contractor assigns to the contract. Information from the evaluations will be

kept in a centralized database, and City departments will consider that information when awarding future service contracts.

6.0 CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

All Proposers are advised that any contract awarded as a result of this RFP process will be subject to the following provisions:

6.1 Confidentiality and Restrictions on Disclosure

All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor, during performance of this Agreement will remain the property of the City. All documents, records and information provided by the City to the Contractor, or accessed or reviewed by the Contractor during the performance of this Agreement, are confidential (hereinafter collectively referred to as "Confidential Information"). The Contractor agrees not to provide Confidential Information, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Contractor agrees that all Confidential Information used or reviewed in connection with the Contractor's work for the City will be used only for the purpose of carrying out City business and cannot be used for any other purpose. The Contractor will be responsible for protecting the confidentiality and maintaining the security of City documents and records in its possession.

- 6.1.1 The Contractor will make the Confidential Information provided by the City to the Contractor, or accessed or reviewed by the Contractor during performance of this Agreement, available to its employees, Project Manager and subcontractors, only on a need to know basis. Further, the Contractor will provide written instructions to all of its employees, Project Manager and subcontractors, with access to the Confidential Information about the penalties for its unauthorized use or disclosure.
- 6.1.2 The Contractor will store and process Confidential Information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
- 6.1.3 The Contractor must not remove Confidential Information or any other documents or information used or reviewed in connection with the Contractor's work for the City from City facilities without prior approval from the City. The Contractor will not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in Confidential Information provided by the City that are reviewed during work on this Agreement. The Contractor will, at the conclusion of this Agreement, or at the request of the City,

promptly return any and all Confidential Information and all other written materials, notes, documents, or other information obtained by the Contractor during the course of work under this Agreement to the City. The Contractor will not make or retain copies of any such information, materials, or documents.

6.1.4 Any reports, findings, Deliverables, analyses, studies, notes, information, or data generated as a result of this Agreement are to be considered confidential. The Contractor will not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law.

6.1.5 The Contractor will require that all its employees, Project Manager, and subcontractors who will review, be provided, or have access to Confidential Information, during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Section, prior to being able to access Confidential Information.

6.2 Document Control Procedure

The Contractor will develop and administer a mutually acceptable Document Control Procedure over documents flowing to and from the City, in such a manner as to ensure that the confidentiality requirements of this Section 5 are met. Each document will be controlled through the use of a Document Control Number.

7.0 PRE-PROPOSAL CONFERENCE AND SITE VISITS

7.1 Conference Schedule

A mandatory Pre-Proposal Conference regarding this RFP will be held as follows:

Date To Be Determined at 8:00 a.m., Pacific Time
Deaton Auditorium, Los Angeles Police Department
100 West First Street
Los Angeles, CA 90012

7.2 Submittal of Written Questions

Proposers are required to submit all relevant questions concerning this RFP in writing via email to Jeff Wong at N2799@lapd.lacity.org. The deadline to submit questions prior to the Pre-Proposal Conference is 4:00 p.m. (PST) on **Date To Be Determined**; and the deadline for final submission of questions after the Pre-Proposal Conference is 4:00 p.m. (PST) on **Date To Be Determined**.

7.3 Attendance at Pre-Proposal Conference and Site Visits

Attendance at the Pre-Proposal Conference and the site visits is mandatory. The deadline to confirm attendance to the mandatory Pre-Proposal Conference is 4:00 p.m. (PST) on **Date To Be Determined**. The LAPD will provide transportation for the site visits therefore, Proposers must Email confirmation of attendance to Jeff Wong at N2799@lapd.lacity.org.

Site visits will commence immediately after the Pre-Proposal Conference. No minutes will be taken at the Pre-Proposal Conference. The number of attendees per selected Contractor will be limited to a maximum of two (2). Proposers' attendee(s) must be their full-time employee(s).

All Proposers must attend this Conference in its entirety or their proposals will be rejected (disqualified) without review and eliminated without further consideration. Late arrivals may not be admitted to the Conference. No proposal will be accepted from any Proposer who fails to attend the Pre-Proposal Conference. Attendees at the conference will be responsible for taking their own notes.

BRING YOUR OWN COPY OF THE RFP. NO COPIES WILL BE PROVIDED AT THE CONFERENCE.

7.4 Reasonable Accommodations for Persons with Disabilities

As covered under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its proposals, programs, services, and activities. If an individual with a disability requires accommodations to attend a Pre-Proposal Conference or other on-site visit, please contact the Contract Administrator at least five (5) working days prior to the scheduled event.

8.0 DEADLINE FOR SUBMISSION OF PROPOSALS

The original proposal and ten (10) complete copies in 3-ring binders, and one (1) CD containing a complete copy of the proposal, must be received by **2:00 p.m. (Pacific Time), Date to be Determined** at the following address:

Los Angeles Police Department
100 West First Street, Room 842
Los Angeles, CA 90012
Attention: Amelia Sayo

The label must clearly identify the RFP for which the proposal is submitted with the following or a similar statement:

**"RFP No. 14-734-003
Proposal for INMATE TELEPHONE SERVICES AND VIDEO VISITATION SYSTEM"**

Persons who deliver proposals in person or by courier service will be issued a "Notice of Receipt of Proposal." All proposals submitted will be marked with a time and date stamp. Timely submission of proposals is the sole responsibility of the Proposer. **Proposals submitted via fax or e-mail will not be accepted.**

Proposals must be received by the LAPD on or before the submission deadline specified in the RFP. The deadline cannot be extended for failure on the part of a delivery or messenger service. Any proposal received after the deadline, regardless of reason, will not be accepted. **All proposals delivered after 2:00 p.m. on the due date will be returned unopened.** The addition of substantive supplemental information or modifications to the proposal will not be allowed after the submission deadline. The City reserves the right to determine the timeliness of all proposal submissions.

9.0 EVALUATION PROCESS AND CRITERIA

9.1 Evaluation Process

An Evaluation Committee comprised of representatives from the Department and other City departments, as needed, will evaluate the proposals. In addition, the Evaluation Committee may utilize the services of appropriate experts to assist in the evaluation process.

After receipt of a proposal, but prior to award of any contract, the City, at its sole discretion, may require any or all Proposers to submit additional information and/or to meet in person with LAPD personnel.

Failure of a Proposer to specifically respond to each RFP item, or any other information requested by the LAPD, will be grounds for rejecting that Proposer's proposal.

The LAPD, at its option, may reject any and all proposals submitted in response to this RFP, or waive any informality in a proposal when to do so would be to the advantage to the LAPD, the City, or its taxpayers.

All proposals will be reviewed to determine that the minimum eligibility requirements have been met. Ineligible Proposers will be informed in writing. All eligible proposals will be reviewed, scored, and ranked.

At the LAPD's sole discretion, oral interviews / presentations / demonstrations to the Evaluation Committee may be held. The Proposers will be informed of the agenda, the time, and the place for the oral interview/presentation/demonstration, not less than five (5) calendar days prior to the interview/presentation/demonstration.

The successful proposal will not necessarily be the one that sets forth the lowest price, highest commissions, or highest MAG levels.

The City reserves the right to reject any and all proposals, seek additional candidates, or to further negotiate the terms, price and conditions submitted by a selected Contractor.

9.2 Evaluation Criteria

The City's evaluation of proposals submitted in response to this RFP will include the following criteria:

9.2.1 Revenue Proposal and Cost Evaluation (35%)

The proposal will be evaluated based on information and data, and appropriate calculations based on the information and data provided in Attachments 1A – Inmate Telephone Services Pricing Matrix and/or 1B – Video Visitation System Pricing Matrix.

9.2.2 Technical Review (30%)

The following criteria will be considered, and the LAPD reserves the right to allocate points at its discretion:

- A. Ability to effectively comply with or exceed the requirements in the Scope of Work
- B. Ability to provide product(s)/service(s) in a timely manner. Other factors may include the likelihood of change orders or contract amendments, phases of work that are proposed, or the track record of the Proposer, Proposer's business partners and/or subcontractors to deliver a project on time and within budget
- C. Products and services suite, including value-added or optional services
- D. Proposal Methodology
- E. Management approach and Quality Control Plan
- F. Project Work Plan
- G. Online reporting capabilities
- H. Service, Maintenance, and Training considerations
- I. Presentation/Demonstration/Interview

9.2.3 Proposer's Qualifications (25%)

Proposals meeting the above requirements will be evaluated on the basis of the following criteria: Credentials, qualifications, reputation or past performance, reference checks (References are obtained or verified at the discretion of the LAPD, and at any stage in the evaluation process).

- A. Key personnel experience
- B. Company experience, reliability and/or fiscal strength
- C. Pending litigation and judgments: Magnitude and impact on score will be determined upon review.
- D. Contracts cancelled prior to contract end date: Magnitude and impact on score will be determined upon review.
- E. Exceptions to terms and conditions: The LAPD may deduct rating points or may disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive or not in the best interests of the LAPD.

9.2.4 Ordinance Compliance (10%)

The Evaluation team will consider the completeness and responsiveness of the Proposer's written proposal with special emphasis given to completion of ordinance compliance issues.

The City reserves the right to require a pre-award interview and/or telephone conference call with applicants.

10.0 PROTEST PROCEDURES

Any protest to a proposal award must be:

- In writing; and
- State the reason(s) for the protest; and
- State how the proposal met the requirements of the RFP (may include copies of any pertinent documentation).

Upon receipt of a protest, the RFP Administrator will furnish the protester with a written statement setting forth the reasons for the proposed award. An informal administrative hearing will be held within five (5) working days after receiving the protest, unless waived by the Proposer.

At or prior to the hearing, the protester may present arguments and documentation as to why the award should not be made according to the LAPD's plans. After the close of the hearing, the LAPD staff will make a determination and submit an award

recommendation to the Board of Police Commissioners (Board). The Proposer may appear before the Board when the award recommendation is scheduled to be considered by the Board. The Board's decision regarding the award will be final.

11.0 CONTRACT TERMS

The City anticipates issuing a contract for three (3) years with the option to extend for two (2) additional one (1) year terms. If any legislation that impacts commissions and revenues to the City is enacted or becomes effective, the terms of the contract may be changed to comply with this new law by a written amendment properly executed and signed by the authorized parties.

The Proposer to whom the contract is awarded will be required to enter into a written contract with the Los Angeles Police Department in a form approved by the City Attorney. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract. However, the LAPD reserves the right to further negotiate the terms and conditions of the contract with the selected Proposer.

12.0 PROPOSER CHECKLIST

12.1 General Information

- _____ One (1) original and ten (10) complete copies in 3-ring binders, and 1 CD containing a complete copy of the proposal – Section 8.0

12.2 Required Content of Proposal

- _____ Cover Letter with Appropriate Signatures - Section 5.2
- _____ Qualifications of the Proposer – Section 5.3
- _____ Scope of Work and Other Requirements
 - Section 5.4
 - Appendix A1 – Inmate Telephone Services Feature Checklist and/or Appendix A2 – Video Visitation System Feature Checklist)
 - Attachment 1A – Inmate Telephone Services Pricing Matrix and/or Attachment 1B – Video Visitation System Pricing Matrix
 - Attachment 2A – Service Level Agreement for Inmate Telephone Services and/or Attachment 2B –Service Level Agreement for Video Visitation System)
- _____ Key Personnel – Section 5.5
- _____ Performance Schedule – Section 5.6
- _____ Proposal Deviation from RFP – Section 5.8, Attachment 3 – Exceptions to the RFP
- _____ Additional Data – Section 5.9
- _____ Statement Regarding California Public Records Act (If Proposer Claims Any Exemption) – Section 4.5

12.3 Required Related Documents

- _____ Contractor Workforce Information – Section 5.7 & Appendix B
- _____ Statement of Non-Collusion – Section 5.10 and Appendix C
- _____ Non-Discrimination/Equal Employment Practices/Affirmative Action Program – Section 5.11
- _____ Child Support Obligations Form(s) – Section 5.12 and Appendix D
- _____ Living Wage and Service Contract Worker Retention Ordinances (LWO & SCWRO) Form(s) – Section 5.13 & Appendix E
- _____ Equal Benefits Ordinance (EBO) Form(s) – Section 5.14 and Appendix F
- _____ Contractor Responsibility Ordinance (CRO) Form(s) – Section 5.15 and Appendix G

- _____ Slavery Disclosure Ordinance (SDO) Form – Section 5.16 and Appendix H
- _____ BIP Program Form A – Section 5.17 and Appendix I
- _____ Municipal Lobbying Ordinance CEC Form 50 – Section 5.18 and Appendix J
- _____ Bidders Contributions CEC Form 55 – Section 5.19 and Appendix K
- _____ First Source Hiring Ordinance – Section 5.20 and Appendix L

13.0 LIST OF EXHIBITS, ATTACHMENTS AND APPENDICES

| | |
|---------------|---|
| EXHIBIT 1 | SECURITY |
| ATTACHMENT 1A | INMATE TELEPHONE SERVICES PRICING MATRIX |
| ATTACHMENT 1B | VIDEO VISITATION SYSTEM PRICING MATRIX |
| ATTACHMENT 2A | INMATE TELEPHONE SERVICES LEVEL AGREEMENT |
| ATTACHMENT 2B | SERVICE LEVEL AGREEMENT FOR VIDEO VISITATION SYSTEM |
| ATTACHMENT 3 | EXCEPTIONS TO THE RFP |
| APPENDIX A1 | SYSTEM FEATURE CHECKLIST – INMATE TELEPHONE SERVICES |
| APPENDIX A2 | SYSTEM FEATURE CHECKLIST – VIDEO VISITATION SYSTEM |
| APPENDIX B | CONTRACTOR WORKFORCE INFORMATION |
| APPENDIX C | STATEMENT OF NON-COLLUSION |
| APPENDIX D | CHILD SUPPORT OBLIGATIONS |
| APPENDIX E | SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO) AND LIVING WAGE ORDINANCE (LWO) |
| APPENDIX F | EQUAL BENEFITS ORDINANCE (EBO) |
| APPENDIX G | CONTRACTOR RESPONSIBILITY ORDINANCE (CRO) |
| APPENDIX H | SLAVERY DISCLOSURE ORDINANCE (SDO) |
| APPENDIX I | BUSINESS INCLUSION PROGRAM (BIP) REQUIREMENTS |
| APPENDIX J | MUNICIPAL LOBBYING ORDINANCE |
| APPENDIX K | BIDDER CONTRIBUTIONS |
| APPENDIX L | FIRST SOURCE HIRING ORDINANCE |
| APPENDIX M | STANDARD PROVISIONS FOR CITY CONTRACTS (REV. 3/09) |

EXHIBIT 1

SECURITY

SECURITY

| Requirement/Specification | | PRIORITY | YES | NO | Partial | Modify |
|---------------------------|--|----------|-----|----|---------|--------|
| 1. | The LAPD utilizes Novell/NetIQ eDirectory as its primary user authentication source. eDirectory is compliant with Lightweight Directory Access Protocol Version 3 (LDAP v3). The proposed solution shall support using eDirectory as its credential authentication source. If the proposer faces insurmountable difficulties in using eDirectory as its primary authentication source, this requirement may be satisfied using an on-premise or cloud-based identity provision service that integrates with eDirectory, as long as such a provider is approved by the LAPD by verifying the identity provision service as completely functional and meeting all the LAPD security requirements. | M | | | | |
| 2. | The Los Angeles Police Department reserves the right to verify each key person's experience and education. The LAPD reserves the right to approve any changes in personnel assigned by the selected Proposer. The LAPD also requires that the selected Proposer's staff working on the project undergo a fingerprint-based background investigation conducted by the LAPD. This requires that the Proposer's employees who are slated to work on the implementation project, as well as those vendor employees assigned to maintain the proposed solution system after go-live, must be identified prior to project inception, and undergo the LAPD background check by being physically present for an appointment for a pre-arranged interview at the LAPD's Police Administration Building in Los Angeles, California, before work on the project can begin. | M | | | | |
| 3. | <p>Minimum Screening Requirements for individuals requiring access to Law enforcement data:</p> <p>To verify identification, a state of residency and national fingerprint-based record checks shall be conducted within 30 days of assignment for all personnel who have direct access to the proposed solution and those who have direct responsibility to configure and maintain computer systems and networks with direct access to the proposed solution. If a record of any kind is found, selected Proposer shall be formally notified and system access shall be delayed pending review by the LAPD of the criminal history record information. When identification of the applicant with a criminal history has been established by fingerprint comparison, the LAPD shall review the matter. A Proposer employee found to have a criminal record consisting of felony conviction(s) shall be disqualified. Proposer employees shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants. Selected Proposer shall maintain a list of personnel who have been authorized access to the LAPD data and shall, upon request, provide a current copy of the access list to the LAPD Project Manager.</p> <p>All requests for access shall be made as specified by the System Administrator. The System Administrator, or their designee, is authorized to approve access to the proposed solution. All System Administrator designees shall be approved by the LAPD.</p> | M | | | | |

| Requirement/Specification | | PRIORITY | YES | NO | Partial | Modify |
|---------------------------|---|----------|-----|----|---------|--------|
| 4. | Selected Proposer shall support compliance to the vulnerabilities identified in the Open Web Application Security Project (OWASP) Top 10 2010 and 2013 Release Candidate (RC), which identifies the Ten Most Critical Web Application Security Risks. Any browser-based component of the proposed solution's software shall eliminate security risks detailed in the OWASP Top 10 2013 RC as detailed by OWASP. Selected Proposer shall demonstrate to the LAPD, using a third-party vulnerability scanning service paid for by selected Contractor, that its browser-based software has completely addressed all vulnerabilities detailed in OWASP Top 10 2010 and 2013 RC. If the third-party vulnerability scanning service reports that the proposed solution's browser-based software fails any of the tests detailed in OWASP Top 10 2010 and 2013 RC, selected Proposer shall remediate all identified vulnerabilities and be required to demonstrate its software's elimination of vulnerabilities. The mechanism by which this demonstration is made is by having the third-party vulnerability scanning service prepare and deliver a report to the LAPD, indicating the status of the proposed solution's software in addressing these common vulnerabilities. | M | | | | |
| 5. | All the LAPD data contained within the proposed solution shall be considered law-enforcement sensitive, and thus shall be encrypted at rest and during transport. Encryption shall be a minimum of 128 bit. When the LAPD data is transmitted outside the boundary of the selected Proposer's physically secure location, such data shall be immediately protected via cryptographic mechanisms (encryption). When the LAPD data is at rest (i.e. stored electronically) at selected Proposer's site, the data shall be protected via cryptographic mechanisms (encryption). When encryption is employed, the cryptographic module used shall be certified to meet FIPS 140-2 standards. Subsequent versions of approved cryptographic modules that are under current review for FIPS 140-2 compliancy can be used in the interim until certification is complete. While FIPS 197 (Advanced Encryption Standard) certification is desirable, a FIPS 197 certification alone is insufficient as the certification is for the algorithm only vs. the FIPS 140-2 standard which certifies the packaging of an implementation. All the LAPD data shall be logically separated from any data belonging to any other agency or organization, and, if possible, it is most desirable that systems containing the LAPD data are physically separated from data belonging to any other agency or organization. | | | | | |
| 6. | Selected Proposer shall control access to networks processing the LAPD data within its facilities; monitor and control communications at the external boundary of the information system and at key internal boundaries within the system; ensure any connections to the Internet, other external networks, or information systems occur through controlled interfaces (e.g. proxies, gateways, routers, firewalls, encrypted tunnels); employ tools and techniques to monitor network events, detect attacks, and provide identification of unauthorized use; ensure the operational failure of the boundary protection mechanisms do not result in any unauthorized release of the LAPD information outside of selected Proposer's information system boundary (i.e. the device shall "fail closed" vs. "fail open"); and allocate publicly accessible information system components (e.g. public Web servers) to separate sub networks with separate, network interfaces. | | | | | |

| Requirement/Specification | PRIORITY | YES | NO | Partial | Modify |
|---|----------|-----|----|---------|--------|
| <p>7. If virtualization technology is used in the proposed solution, selected Proposer must ensure that publicly accessible information systems residing on a virtual host shall follow the following rules below to achieve separation: isolate the host from the virtual machine, which means that virtual machine users cannot access host files, firmware, etc; maintain audit logs for all virtual machines and hosts and store the logs outside the hosts' virtual environment; virtual machines that are Internet facing (web servers, portal servers, etc.) shall be physically separate from virtual machines that process the LAPD data internally; and device drivers that are "critical" shall be contained within a separate guest. Additionally, selected Proposer must encrypt network traffic between the virtual machine and host, implement IDS and IPS monitoring within the virtual machine environment, virtually firewall each virtual machine from each other (or physically firewall each virtual machine from each other with an application layer firewall) and ensure that only allowed protocols will transact, and segregate the administrative duties for the host.</p> | | | | | |

ATTACHMENT 1A

INMATE TELEPHONE SERVICES PRICING MATRIX

INMATE TELEPHONE SERVICES PRICING MATRIX

A. INMATE TELEPHONE BILLING RATES

| COLLECT | Connection and 1st Minute Rate | Each Additional Minute Rate |
|----------------|--------------------------------|-----------------------------|
| Interstate | | |
| Inter-LATA | | |
| Intra-LATA | | |
| Local | | |

| PREPAID | Connection and 1st Minute Rate | Each Additional Minute Rate |
|----------------|--------------------------------|-----------------------------|
| Interstate | | |
| Inter-LATA | | |
| Intra-LATA | | |
| Local | | |

| DEBIT | Connection and 1st Minute Rate | Each Additional Minute Rate |
|--------------|--------------------------------|-----------------------------|
| Interstate | | |
| Inter-LATA | | |
| Intra-LATA | | |
| Local | | |

| INTERNATIONAL | Connection and 1st Minute Rate | Each Additional Minute Rate |
|---------------------------|--------------------------------|-----------------------------|
| Please provide by country | Please provide by country | Please provide by country |

B. FEES (Include Fee Structure and list all Fees and Charges)

(Add as many lines as needed)

C. COMMISSION PAYMENTS

1. OPTION 1: INMATE TELEPHONE SERVICES WITH TURNKEY VIDEO VISITATION SYSTEM

| | |
|--|--|
| Commission Rate - Percentage Total Billable Revenue, including fees and excluding applicable taxes), payable to the LAPD no later than the 10 th of each month | _____% (No more than one decimal place) |
| Minimum Annual Guarantee (MAG) – Paid in twelve (12) equal monthly installments due within ten (10) calendar days of each month | \$ _____ |

2. OPTION 2: INMATE TELEPHONE SERVICES ONLY

| | |
|--|--|
| Commission Rate - Percentage Total Billable Revenue, including fees and excluding applicable taxes), payable to the LAPD no later than the 10 th of each month | _____% (No more than one decimal place) |
| Minimum Annual Guarantee (MAG) – Paid in twelve (12) equal monthly installments due within ten (10) calendar days of each month | \$ _____ |
| Technology Fund Year 1 (Paid within 10 calendar days of effective contract date) Years 2-5 (Paid within 10 calendar days of Agreement Year in Years 2-5) | \$ _____ \$ _____ |

Note: The LAPD reserves the right to select a proposal in the best interests of the LAPD

ATTACHMENT 1B

VIDEO VISITATION SYSTEM PRICING MATRIX

VIDEO VISITATION SYSTEM PRICING MATRIX

I. Inmate Video Visitation System Detailed Cost and Fees

List non-recurring and recurring cost components (i.e. hardware and/or software maintenance costs, licensing fees, warranty costs, etc.) of Turnkey Inmate Video Visitation System including the cost of any infrastructure work:

II. Revenue Share on Video Visitation System:

_____ % of Fees or \$_____ per Video Visit Generated on Remote Video Visitation Visits

Revenue share is due no later than the 10th business day of the succeeding month along with a certified statement.

If any payments are not received by the LAPD within the period specified, the LAPD is entitled to recover interest thereon. Said interest shall be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/66 day year) calculated from the date payment is due.

III. Payment Options for the LAPD (Include Alternate Payment Options):

Note: The LAPD reserves the right to select a proposal in the best interest of the LAPD.

ATTACHMENT 2A

INMATE TELEPHONE SERVICES LEVEL AGREEMENT

INMATE TELEPHONE SERVICES LEVEL AGREEMENT

I. Definition of Service Level Agreement

- a. A Service Level Agreement (SLA) is an agreement between the LAPD and the Contractor to provide a service at a performance level that meets or exceeds the specified performance objective(s). The SLA lays out the metrics by which that service is measured, and the remedies or penalties, if the agreed-upon levels not be achieved. If the specified service levels are not met, then the contractor is required to issue specified credits.
- b. The Inmate Telephone Services contract has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential to the LAPD operations, and the contractor must comply with those KPIs. For each KPI, the Contractor is required to meet the specified Acceptable Quality Levels (AQLs).

II. Service

Table 1 lists each KPI and the performance level requested by the LAPD. Performance is aggregate-based, meaning that the performance is to be measured at the LAPD hierarchy level (of the LAPD's billing organization) over a one-calendar-month period.

Table 1 – ITS Service-Specific SLAs

| Service | KPI | Performance Standards/AQL |
|--|--|---|
| Implementation and Installation | Fully functional Inmate Telephone Services, tested and accepted by the LAPD | 30 Business Days |
| <i>Maintenance:</i> | | |
| Voice Services and Network Access/Transport Services | Availability Call Blockage, Dropped Calls | 99.95% .07 |
| Telephones | Operational, working ITS Units, Working Phones | 100% |
| <i>Management Reports:</i> | | |
| Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports | One (1) soft copy of each of the Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports on CDRs to the LAPD Project Manager and to the LAPD Designee | Written reports are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on ITS for the prior month. Year-End Summary Reports are due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the ITS for the subject Agreement year. |

III. Implementation and Installation Penalty

Selected Proposer shall provide a detailed Implementation Plan and Schedule. The installation will include a user testing and acceptance provision for the LAPD. Time is of the essence in providing a fully functional inmate phone system, and the selected Proposer is required to provide a fully functional system tested and accepted by the LAPD. The LAPD is requiring a thirty (30)-business day implementation schedule. Failure to provide this service may incur a daily penalty of \$750.00 until fully functional.

IV. Late Management Reports Penalty

There will be a Late Penalty of \$100.00 per day for reports received late, unless prior approval for late delivery by selected successful Proposer has been granted by the LAPD Project Manager.

V. System Problems, Outages, and Other Deficiencies

The Service is unavailable during any period of time that it experiences a Service Outage, or other service-affecting Problem or Deficiency. Upon the LAPD's or the LAPD-authorized Project Manager's request, Contractor will issue credits for each Service Outage, Problem, or Deficiency. Contractor shall pay the LAPD the total amount of credit due within thirty (30) days from the month Deficiencies occurred under the Agreement.

Reporting of all System problems, outages and other Deficiencies shall be handled through Contractor's Technical Support Center, which shall be accessible online, toll-free telephone, fax number, and email. Contractor shall provide for 24 hours per day, 7 days per week on-call technical support staff to support the LAPD or the LAPD Designee in resolving System Outages, Problems, and other Deficiencies. The LAPD will assign one of the following "Severity Levels." Contractor must respond to and resolve these in accordance with the following timeframes, following the determination and/or notification of the Problem, Outage or other Deficiency:

Table 2 – ITS Severity Levels and Credits

| Severity Level | Severity Level Description | Duration of Service Outage | Credits |
|---------------------------|--|-------------------------------|---|
| Priority Level One | CRITICAL (Includes but not limited to): <ul style="list-style-type: none"> • 25% or more of a single Housing unit's (Module / Dorm / Pod) telephones are out of service • Multiple housing units are not in operation • Multiple inmate phones are not operational • Intake phones are not operational • 25% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software • 25% or more of calls are dropped in a 24-hour period • Entire system failure Response time, technician on site, and completion of repairs and Deficiency resolution to the LAPD's satisfaction is made within 6 hours of initial notification of the LAPD Project Manager by Contractor or from the LAPD Project Manager's initial service request to Contractor. | ≤ 6 hours | No Credit |
| | | Between 6 hours and 12 hours | \$75 per hour that component of ITS is deficient |
| | | Between 12 hours and 24 hours | \$100 per hour that component of ITS is deficient |
| | | > 24 hours | \$150 per hour that component of ITS is deficient |

| | | | |
|-----------------------------|--|------------|--|
| Priority Level Two | SEVERE (Includes but not limited to): <ul style="list-style-type: none"> • 10% to 24% of a single housing unit's (Module/ Dorm / Pod) telephones are out of service • 10% to 24% of calls are dropped in a 24-hour period • 10% to 24% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software • More than ten (10) Inmates are not able to make telephone calls as a result of a single telephone is out of service • One entire housing unit that is not in operation or one inmate phone not operational Response time, completion of repairs, and Deficiency resolution to the LAPD's satisfaction is made within <u>24</u> hours of initial notification of the LAPD Project Manager by Contractor, or from the LAPD Project Manager's initial service request to Contractor. | ≤ 24 hours | No Credit |
| | | > 24 hours | \$100 per hour that component of ITS is deficient |
| Priority Level Three | MINOR (Includes but not limited to): <ul style="list-style-type: none"> • One of multiple phones in a housing unit that is not in operation, and additional phones are in the area available for inmate use. • Intermittent dropped calls or <10% of calls are dropped • Intermittent poor voice quality on calls or <10% of calls experience poor voice quality Response time, completion of repairs, and Deficiency resolution to the LAPD's satisfaction is made within <u>2</u> business days of initial notification of the LAPD Project Manager by Contractor, or from the LAPD Project Manager's initial service request to Contractor. | ≤ 2 days | No Credit |
| | | > 2 days | \$75 per day that component of ITS is deficient |
| Priority Level Four | COSMETIC (Includes but not limited to): A telephone is damaged but is capable of completing telephone calls Response time, completion of repairs or replacement of damaged phones, and Deficiency resolution to the LAPD's satisfaction is made within <u>10</u> business days of initial notification of the LAPD or the LAPD's Project Manager by Contractor, or from the LAPD Project Manager's initial service request to | ≤ 10 days | No Credit |
| | | > 10 days | \$75 per day that component of ITS is deficient or damaged phones are not replaced |

| | | | |
|--|-------------|--|--|
| | Contractor. | | |
|--|-------------|--|--|

VI. Chronic Trouble

A Chronic Trouble (Chronic) defined as an Inmate Telephone Services problem, associated network problem, outage, or other deficiency which has experienced 3 separate trouble tickets opened against it for Availability, by the LAPD Project Manager, or Contractor, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

Table 3 – ITS Chronic Trouble Credits

| Severity Level | Consecutive Months' Occurrence | Credits |
|-------------------------------|--------------------------------|--|
| Priority Level One | 3 | 10% of Monthly Recurring Charge |
| | 6 | 20% of Monthly Recurring Charge |
| | >6 | Replacement of the ITS in its entirety or its individual components, including network access and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty |
| Priority Levels Two and Three | 3 | 5% of Monthly Recurring Charge |
| | 6 | 10% of Monthly Recurring Charge |
| | 9 | 20% of Monthly Recurring Charge |

| | | |
|---------------------|-----|---|
| | >9 | Replacement of the ITS in its entirety or its individual components, including network access, and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty |
| Priority Level Four | N/A | N/A |

VII. Replacement

Contractor will be responsible for the replacement of the ITS in its entirety or its individual components including network access and cabling & wiring, as necessary to maintain operability, regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. System or component replacement will be performed at no cost to the LAPD and will occur immediately upon notification to the Contractor of the system problem by the LAPD Project Manager when ITS Deficiency is not resolved to the LAPD's satisfaction after reasonable timeframes specified above.

SIGNATURE _____

PRINT NAME _____

TITLE _____

DATE _____

ATTACHMENT 2B

SERVICE LEVEL AGREEMENT FOR VIDEO VISITATION SYSTEM

SERVICE LEVEL AGREEMENT FOR VIDEO VISITATION SYSTEM

I. Definition of Service Level Agreement

- a. A Service Level Agreement (SLA) is an agreement between the LAPD and the Contractor to provide a service at a performance level that meets or exceeds the specified performance objective(s). The SLA lays out the metrics by which that service is measured, and the remedies or penalties, if the agreed-upon levels not be achieved. If the specified service levels are not met, then the contractor is required to issue specified credits.
- b. The Inmate Video Visitation System contract has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential to the LAPD operations, and the contractor must comply with those KPIs. For each KPI, the Contractor is required to meet the specified Acceptable Quality Levels (AQLs).

II. Service

Table 4 lists each KPI and the performance level requested by the LAPD. Performance is aggregate-based, meaning that the performance is to be measured at the LAPD hierarchy level (of the LAPD's billing organization) over a one-calendar-month period.

Table 4 – VVS Service-Specific SLAs

| Service | KPI | Performance Standards/AQL |
|--|---|---------------------------|
| Implementation and Installation | Fully functional Inmate Video Visitation System, tested and accepted by the LAPD | 45 Business Days |
| <i>Maintenance:</i> | | |
| Video Visitation Services and Associated Network Access/Transport Services | Video Quality (No Video Blockage, No Dropped Video Visitation Sessions) Scheduling Software Availability | 99.95% |
| Video Visitation Units | Operational, working VVS Units | 100% |
| <i>Management Reports:</i> | | |

| Service | KPI | Performance Standards/AQL |
|--|--|---|
| Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports | One (1) soft copy of each of the Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports on CDRs to the LAPD Project Manager and to the LAPD Designee | Written reports are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on VVS for the prior month. Year-End Summary Reports are due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the VVS for the subject Agreement year. |

III. Implementation and Installation Penalty

Selected Proposer shall provide a detailed Implementation Plan and Schedule. The installation will include a user testing and acceptance provision for the LAPD. Time is of the essence in providing a fully functional Video Visitation System, and the selected Proposer is required to provide a fully functional Video Visitation System tested and accepted by the LAPD. The LAPD is requiring a forty five (45)-business day implementation schedule. At the LAPD discretion, any failure to provide this service may incur a daily penalty of \$750.00 until fully functional.

IV. Late Management Reports Penalty

There will be a Late Penalty of \$ 100.00 per day for reports received late, unless prior approval for late delivery by selected Proposer has been granted by the LAPD Project Manager.

V. System Problems, Outages, and Other Deficiencies

The Service is unavailable during any period of time that it experiences a Service Outage, or other service-affecting Problem or Deficiency. Upon the LAPD Project Manager's request, Contractor will issue credits for each Service Outage, Problem, or Deficiency. Contractor shall pay the LAPD the total amount of credit due within thirty (30) days from the month Deficiencies occurred under the Agreement.

Reporting of all System problems, outages and other Deficiencies shall be handled through Contractor's Technical Support Center, which shall be accessible online, toll-free telephone, fax number, and email. Contractor shall provide for 24 hours per day, 7 days per week on-call technical support staff to support the LAPD or the LAPD Designee in resolving System Outages, Problems, and other Deficiencies. The LAPD will assign one of the following "Severity Levels." Contractor must respond to and resolve these in accordance with the following timeframes, following the determination and/or notification of the Problem, Outage or other Deficiency:

Table 5 – VVS Severity Levels and Credits

| Severity Level | Severity Level Description | Duration of Service Outage | Credits |
|---------------------------|--|-----------------------------------|--|
| Priority Level One | <p>CRITICAL (Includes but not limited to):</p> <ul style="list-style-type: none"> • 50% or more of a Jail's Video Visitation System (in Housing Units and Lobby) is out of service • Multiple Facilities' Video Visitation System units are not in operation • Multiple Video Visitation System units are not operational • 50% or more of Video Visitation sessions placed in a 24-hour period experience poor Video Visitation session quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software • 50% or more of Video Visitation sessions are dropped in a 24-hour period • Entire system failure <p>Response time, technician on site, and completion of repairs and Deficiency resolution to the LAPD's satisfaction is made within 6 hours of initial notification of the LAPD Project Manager by Contractor, or from the LAPD Project Manager's initial service request to Contractor.</p> <p>The LAPD has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling and wiring, if Contractor is unable to resolve the deficiency to the LAPD's satisfaction within a reasonable timeframe exceeding 72 hours.</p> | ≤ 6 hours | No Credit |
| | | Between 6 hours and 12 hours | \$75 per hour that component of VVS is deficient (includes network access and cabling and wiring) |
| | | Between 12 hours and 24 hours | \$100 per hour that component of VVS is deficient (includes network access and cabling and wiring) |
| | | > 24 hours | \$150 per hour that component of VVS is deficient (includes network access and cabling and wiring) |

| Severity Level | Severity Level Description | Duration of Service Outage | Credits |
|--------------------|--|----------------------------|--|
| Priority Level Two | <p>SEVERE (Includes but not limited to):</p> <ul style="list-style-type: none"> • 25% to 49% of a Jail's Video Visitation System (in Housing Units and Lobby) is out of service • 25% to 49% of Video Visitation sessions are dropped in a 24-hour period • 25% to 49% or more of calls placed in a 24-hour period experience poor voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software • More than ten (10) Inmates are not able to initiate Video Visitation System sessions as a result of a single Video Visitation unit out of service • One entire housing unit that is not in operation or one Video Visitation System unit not operational <p>Response time, completion of repairs, and Deficiency resolution to the LAPD's satisfaction is made within <u>24</u> hours of initial notification of the LAPD Project Manager by Contractor, or from the LAPD Project Manager's initial service request to Contractor.</p> <p>The LAPD has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling & wiring, if Contractor is unable to resolve the deficiency to the LAPD's satisfaction within a reasonable timeframe exceeding 72 hours.</p> | ≤ 24 hours | No Credit |
| | | > 24 hours | \$100 per hour that component of VVS is deficient (includes network access and cabling and wiring) |

| Severity Level | Severity Level Description | Duration of Service Outage | Credits |
|----------------------|--|----------------------------|--|
| Priority Level Three | MINOR (Includes but not limited to): <ul style="list-style-type: none"> One of multiple Video Visitation units in a housing unit or lobby that is not in operation, and additional units are in the area available for inmate use. Intermittent dropped Video Visitation sessions or <25% of Video Visitation sessions are dropped Intermittent poor Video Visitation session quality on sessions or <25% of sessions experience poor visual and audio quality <25% of a Jail's Video Visitation System (in Housing Units and Lobby) is out of service <25% of Video Visitation sessions are dropped in a 24-hour period <25% or more of Video Visitation visits placed in a 24-hour period experience poor voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software <p>Response time, completion of repairs, and Deficiency resolution to the LAPD's satisfaction is made within <u> 2 </u> business days of initial notification of the LAPD Project Manager by Contractor, or from the LAPD Project Manager's initial service request to Contractor.</p> <p>The LAPD has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling and wiring, if Contractor is unable to resolve the deficiency to the LAPD's satisfaction within a reasonable timeframe exceeding 5 business days.</p> | ≤ 2 days | No Credit |
| | | > 2 days | \$75 per day that component of VVS is deficient (includes network access and cabling and wiring) |

| Severity Level | Severity Level Description | Duration of Service Outage | Credits |
|---------------------|---|----------------------------|---|
| Priority Level Four | COSMETIC (Includes but not limited to): <ul style="list-style-type: none"> • A Video Visitation unit is damaged but is capable of completing Video Visitation sessions • Video Visitation System enclosure, furniture, hardware, or other equipment is damaged, but VVS is still capable of completing Video Visitation sessions <p>Response time, completion of repairs or replacement of damaged units, and Deficiency resolution to the LAPD's satisfaction is made within <u>10</u> business days of initial notification of the LAPD Project Manager by Contractor, or from the LAPD Project Manager's initial service request to Contractor.</p> <p>The LAPD has the option to require Contractor to replace affected VVS components if Contractor is unable to resolve the deficiency to the LAPD's satisfaction within a reasonable timeframe exceeding 15 days.</p> | ≤ 10 days | No Credit |
| | | > 10 days | \$75 per day that component of VVS is deficient or damaged VVS units are not replaced |

VI. Chronic Trouble

A Chronic Trouble (Chronic) defined as an Inmate Video Visitation System problem, associated network problem, outage, or other deficiency which has experienced 3 separate trouble tickets opened against it for Availability, by the LAPD Project Manager, or Contractor, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

Table 6 – VVS Chronic Trouble Credits

| Severity Level | Consecutive Months' Occurrence | Credits |
|-------------------------------|---------------------------------------|---|
| Priority Level One | 3 | 10% of Monthly Recurring Charge |
| | 6 | 20% of Monthly Recurring Charge |
| | >6 | Replacement of the VVS in its entirety or its individual components, including network access and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty |
| Priority Levels Two and Three | 3 | 5% of Monthly Recurring Charge |
| | 6 | 10% of Monthly Recurring Charge |
| | 9 | 20% of Monthly Recurring Charge |
| | >9 | Replacement of the VVS in its entirety or its individual components, including network access, and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty |
| Priority Level Four | N/A | N/A |

VII. Replacement

Contractor will be responsible for the replacement of the VVS in its entirety or its individual components including network access and cabling & wiring, as necessary to maintain operability, regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. System or component replacement will be performed at no cost to the LAPD and will occur immediately upon notification to the Contractor of the system problem by the LAPD Project Manager when VVS Deficiency is not resolved to the LAPD's satisfaction after reasonable timeframes specified above.

SIGNATURE _____

PRINT NAME _____

TITLE _____

DATE _____

ATTACHMENT 3

EXCEPTIONS TO THE RFP

EXCEPTIONS TO THE RFP

CONTRACTOR NAME _____

ADDRESS _____

TELEPHONE# (____) _____

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. (Add as many pages as required.)

APPENDIX A1

SYSTEM FEATURE CHECKLIST – INMATE TELEPHONE SERVICES

System Feature Checklist For Inmate Telephone Services

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|--|-----|----|---------|--------|
| <p>2.3 General Requirements</p> <p>2.3.1 The selected Contractor will be responsible for the billing and collection of all completed inmate Collect, Prepaid, and Debit calls in accordance with FCC and CPUC recorded and approved tariff rates.</p> <p>2.3.2 The selected Contractor must provide capability for Collect, Prepaid, and Debit calls.</p> <p>2.3.3 The selected Contractor will have the capability to offer a one-time service, targeted to called parties who do not have a Prepaid or Debit account, or who may be blocked from receiving Collect calls. The call is connected by providing the receiving party with an alternative payment mechanism, if traditional Collect is not available or cannot be billed, allowing recipients of inmate Collect calls to pay for that call. When the call is placed, the called party will be prompted for credit card information and once received and validated, the call will be connected. Subsequent Collect calls to the called number will be denied, prompting the called party to set up a Prepaid or Debit account.</p> <p>2.3.4 The proposed ITS must provide LAPD the ability to establish maximum Collect call charge limits to a telephone number, and the flexibility to change the Collect call thresholds. The initial Collect call thresholds will be set at Seventy-Five Dollars (\$75.00) per telephone number per month. Once the threshold is reached, only prepaid or debit calls will be authorized. Collect call thresholds cannot be changed by the selected Contractor, without approval of the LAPD. The LAPD will have the option of changing the Collect call threshold as it deems fit, with a month's notice to the selected Contractor.</p> <p>2.3.5 The proposed ITS will have the capability to provide Personal Identification Numbers (PIN) or Personal Authorization Numbers (PAN).</p> <p>2.3.6 The LAPD will not be responsible for any uncollectible charges, including but not limited to incomplete calls and bad debt on Collect calls.</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|--|-----|----|---------|--------|
| <p>2.3.7 The selected Contractor must not bill users for incomplete calls (e.g., network intercept recordings, busy signals, no-answers, etc.).</p> <p>2.3.8 The selected Contractor will provide four (4) System Administrative Consoles or Workstations at no charge to the LAPD. Each Workstation includes a computer, monitor, printer, and all necessary software to review and monitor phone calls. The computer, printer, monitor, and any other related hardware associated with the consoles shall be new, name brand contemporary models with sufficient processing speed, storage capacity, and other feature functionality to ensure rapid and efficient retrieval data throughout the term of the Agreement.</p> <p>2.3.8.1 The Workstations must include but not be limited to computer hardware and software, computer memory, disk storage capacity, computer displays, and printers.</p> <p>2.3.8.2 The selected Contractor must also provide any ancillary equipment deemed necessary for the monitoring, recording, archiving, or retrieval of inmate calls. The selected Contractor must also provide the telecommunications network designed to provide (on-site and/or remote) administration of the ITS. The Workstations constitute a component of the ITS.</p> <p>2.3.8.3 The selected Contractor may be required at the end of the third year of the Agreement or thereafter to replace any or all Workstation-related components at the request of the LAPD if equipment be determined as outdated and/or inefficient.</p> <p>2.3.9 The selected Contractor will be responsible for paying for and installing any additional physical plant requirements (power, security, data, cabling, physical space, HVAC, etc.). Any cabling, wiring, or conduit installed becomes the property of the LAPD.</p> <p>2.3.10 The selected Contractor will be responsible for obtaining, developing, and implementing the interface requirements required to implement the ITS and associated services (i.e. PINs, Debit, etc.). The selected Contractor shall bear all costs of required interface(s). Refer to Exhibit 1 – Security Language, when developing and installing any interfaces.</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|--|-----|----|---------|--------|
| 2.3.11 The selected proposal must detail its Back-Up or Redundancy Plan, as well as its Disaster Recovery Plan and provide its processes, policies, and procedures relating to the preparation of recovery or continuation of the requirements in the RFP preceding and/or following a natural or human-induced disaster. | | | | |
| <p>2.4 System Requirements</p> <p>2.4.1 The selected Contractor's ITS must be of an open architecture to allow ease of integration with existing or future systems that operate on either PC-based networks, mainframes, or other platforms, providing secure anytime, anywhere access.</p> <p>2.4.2 The selected Contractor's ITS shall permit one-way outgoing calls billed to the called party or charged to a prepaid or debit system set up for inmate use for the purpose of placing phone calls through the ITS.</p> <p>2.4.3 The ITS will provide for an automated operator telephone system and shall be capable of providing services by Bill Type (Collect, Prepaid, Debit) and Call Type (local, intra-LATA, inter-LATA, Interstate, International).</p> <p>2.4.4 The selected Contractor's automated operator ITS shall also provide prepaid international call services throughout Canada, Mexico, Central and South America, and to overseas destinations.</p> <p>2.4.5 The ITS's Graphic User Interface (GUI) is preferred to be in web format, compatible with Microsoft Internet Explorer 6.0 and higher for end users. The GUI must be true-web based with nothing being installed on the local computer. The selected Contractor will be willing and able to make system changes (including GUI) to better support the needs of the LAPD. The proposed ITS must operate independently from the LAPD or the LAPD's (WAN) and/or Local Area Network (LAN).</p> <p>2.4.6 The desired ITS phone calls must be capable of being monitored, recorded, and archived, with the exception of calls made to criminal defense attorneys, including the LAPD Public Defender, California Bar list and Alternate Public Defender. Calls made to criminal defense attorneys are identified by numbers that have been predetermined and downloaded by the selected</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|---|-----|----|---------|--------|
| <p>Contractor into the ITS.</p> <p>2.4.7 Conversely, in the desired ITS, calls are blocked to certain numbers on a system-wide basis and to others on a case-by-case basis. System-wide blocked calls include those to prosecuting attorneys and government officials. These numbers will be predetermined and downloaded by the selected Contractor into the ITS. Calls to victims and/or witnesses can be blocked on a case-by-case basis by adding specific numbers into the ITS.</p> <p>2.4.8 The ITS must provide sufficient security safeguards to preclude fraudulent use of the ITS. Such safeguards shall include measures to prevent incoming calls, as well as the detection and rejection of outgoing calls to unauthorized numbers, attempts to initiate 3-way calls, call forwarding, and/or calls to non-billable numbers.</p> <p>2.4.9 The ITS must be capable of blocking three-way calling, conference calling, and call forwarding. The ITS must have the capability of permitting the called party to block all future calls from the LAPD jails. Calls cannot be blocked due to a lack of LEC or CLEC billing agreements with selected Contractor. Calls may be blocked to telephone numbers that have unbillable call blocks, or when the customer refuses to pay for approved calls to that number.</p> <p>2.4.10 Unauthorized call attempts must be flagged, archived, and alert reports must be generated. The ITS must provide the ability to selectively monitor call activity in real time, and initiate appropriate action as necessary.</p> <p>2.4.11 The ITS must be capable of retrieving and generating inmate unauthorized call activity logs for specified periods.</p> <p>2.4.12 The ITS must have the capability to record the content of all telephone connections. Recordings must be selectable by telephone instrument, group of telephone instruments, jail, or called number. Once recorded, the content of the call must be stored for retrieval for a period of five (5) years or for the life of the contract, and the ITS must have the capability to transfer the recorded calls to removable media for archiving, or review.</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|--|-----|----|---------|--------|
| <p>2.4.13 The ITS must be capable of generating a variety of management reports and call detail reports. The ITS must be able to identify calls by time, location, specific telephone instrument, inmate PIN, or number called. The ITS must also be able to identify call trends, such as a reduction in call volume, which may be an indication of a possible maintenance problem.</p> <p>2.4.14 The selected Contractor will be responsible for system maintenance records which identify problems that have been encountered, and the reporting of the corrective action taken to the LAPD's Project Manager and/or the LAPD Designee. Any routine or scheduled maintenance that could affect access to phones, revenue, and/or billing generation must be conducted during off peak hours to be specified by the LAPD.</p> <p>2.4.15 The ITS must be able to determine if mutual agreements exist that will allow for the collection of Collect call charges, or that the call recipient's accounts are current and in good standing. If the call is determined to be non-billable, the call recipient or inmate must be afforded the opportunity to complete the call utilizing prepaid services. If both parties decline, the call will not be authorized to go through.</p> <p>2.4.16 The ITS must not allow chain dialing and secondary tones, "hook switch dialing," and other fraudulent activities. Inmates must be required to hang up before dialing a new number.</p> <p>2.4.17 Automated call instruction/announcements must be in English and Spanish, and announcement will indicate that the call may be recorded or monitored with active consent from both parties.</p> <p>2.4.18 The ITS will have voice instructions for recipient to accept, reject, or block calls by pressing a keypad number. Recorded greeting to the called party that indicates the call is a Collect call from the LAPD jail and is subject to recording and/or monitoring, provide the called party with the identity of the calling party and provide the called party with the opportunity to accept or reject the call. The conversation will be blocked until the called party accepts the call.</p> <p>2.4.19 The ITS must utilize positive call acceptance and active consent for all calls.</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|---|-----|----|---------|--------|
| <p>2.4.20 The called party must be informed of the cost of the call prior to accepting the call, on all types of calls.</p> <p>2.4.21 The selected Contractor must provide ITS capabilities for protection from power surges and equipment capabilities for protection from power outages.</p> <p>2.4.22 Pursuant to California Penal Code 851.5, inmates are entitled to three free local telephone calls at the time of booking. Telephones located in the intake area will be configured to allow inmates to make local calls to landline and cell phones at no cost. The selected Proposer will be required to provide these calls at no cost to the LAPD and will tell the LAPD what constitutes a local call. The ITS must allow free calls to the California Relay Service (CRS) to assist hearing-impaired inmates, and must also allow the LAPD to specify speed dials.</p> <p>2.4.23 Call set-up and acceptance process must be completed within 30 seconds or less (from off-hook to call connection/rejection). The call length timer starts when positive acceptance of the call is made.</p> <p>2.4.24 The ITS must provide for automated turn on and shut off at designated times, system shut off capabilities from designated Jail control rooms or the LAPD-designated locations, as well as online system shut off capabilities.</p> <p>2.4.25 The ITS must allow multiple authorized operators simultaneous access while maintaining high level security to prevent unauthorized use and access to the ITS. State maximum number of simultaneous authorized operator access to the ITS.</p> | | | | |
| <p>2.5 Inmate Telephone Requirements</p> <p>2.5.1 All inmate telephone instruments must be of rugged construction, stainless steel, or in combination with a corrosion resistant finish, and suitable for use in high use and high abuse corrections environments. The phone shall be a mid-size phone approximately 15" H x 8" W x 4" D capable of mounting to cement wall, block wall, stainless steel shrouded columns, or protected external enclosures. The instruments must be suitable for indoor and outdoor installations, and have a heavy chrome metal twelve-button keypad, handset with an armored cord and cradle. The</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|--|-----|----|---------|--------|
| <p>instruments will be utilized for outgoing calls only and must not be capable of accepting coins or credit cards as payment.</p> <p>2.5.2 Inmate telephone instruments must be durable, tamper-proof, and consist of rugged steel encased housings and shockproof keypads suitable for jail environments that minimize vandalism and destruction of property. All handsets, ear and mouthpieces, must be of heavy-duty construction with no removable parts, and must be installed in such a manner that no safety hazard is present to the user. Telephone devices will be configured with a braided steel receiver cord, no longer than twelve (12) inches in length to reduce the risk of suicide by hanging. Any new, or replacement telephone instruments must be configured with the telephone handset cord exiting the instrument from the top, in a central position. Any existing handset cords longer than 12 inches must be replaced within 90 days of contract award. Cordless phones must have an on/off hook switch, and the LAPD will designate the number of cordless phones and which facilities they will be installed. All telephone instruments must be water-resistant and fireproof, and have key-locked mountings to the wall. All other equipment including outdoor installations must meet Department safety and security standards.</p> <p>2.5.3 Telephone instruments must have touch-tone keypads.</p> <p>2.5.4 The selected Contractor's automated operator ITS must be designed for use by the hearing impaired. Provisions for the deaf must comply with Americans with Disabilities Act (ADA), and Telephone Devices for the Deaf (TDD) regulations and standards. Fixed or mobile TDD instruments must be provided based on the needs of each jail, as determined by the LAPD. Required locations of the TDD instruments will be provided by the LAPD to the selected Proposer.</p> <p>2.5.5 Amplified handsets will be required in all areas. Those telephones must be fitted with a volume control device, which allows the inmate to increase or decrease the volume of the headset earpiece.</p> <p>2.5.6 The ITS must have the capability to turn telephones on or off remotely by phone, by cell or pod, by housing unit, or throughout the system, and have a manual or automated on/off switch in</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|--|-----|----|---------|--------|
| <p>selected locations within each jail. Instruments must provide the capability to mute the inmate's ability to speak to the call recipient until the call is accepted, and to disable the telephone keypad during a call. The telephone instruments must not have any coin return slots.</p> <p>2.5.7 The selected Contractor will provide all telephones, hardware, software, wiring, cabling, conduit, jacks, plates, and related hardware at no cost to the LAPD. The selected Contractor will complete all wiring and fastening of the telephones, including cabling, wiring, conduit, cross-connect jacks, plates, and related hardware, if needed. All electrical equipment must be installed in compliance with National Code requirements. All telephones must be securely fastened to the wall with security hardware approved by the LAPD. The LAPD reserves the right to pre-approve mounting and installation.</p> <p>2.5.8 Telephone instruments must be line powered such that the phone does not require separate electrical power at the device. Telephone instruments shall be specifically designed for use in a correctional environment and must be approved by the LAPD before installation. Converted coin phones will not be accepted.</p> | | | | |
| <p>2.6 Call Monitoring/Recording System</p> <p>2.6.1 The ITS must have a call monitoring and recording system that records every call made through the system and stores recorded calls for a minimum of five (5) years or for the life of the contract.</p> <p>2.6.2 The ITS must have the capability to disconnect a call that is being monitored, and a secure monitoring platform for remote call monitoring.</p> <p>2.6.3 Calls to certain predetermined telephone numbers must not be recorded. The ITS must be able to exempt specific telephone numbers from monitoring or recording. The ITS must be capable of identifying specified telephone numbers as "do not record".</p> <p>2.6.4 The recording system must incorporate proven technology to scan recordings, search recordings, highlight recordings with notes, and transfer recordings for use by the staff in their</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|---|-----|----|---------|--------|
| <p>outine investigations.</p> <p>2.6.5 The ITS must have the capability, on demand, to store recordings on the hard drive(s) and the recording must be accessible instantly.</p> <p>2.6.6 The ITS will include an alert system that will detect and notify calls made to restricted numbers, calls made by restricted individuals, or calls made from restricted phones.</p> <p>2.6.7 The ITS must provide for the monitoring of live inmate calls without any detectable deterioration of call quality or call interruptions.</p> <p>2.6.8 The ITS must have the ability to "fade out" a portion of the monitored conversation to distinguish between the speaking parties.</p> <p>2.6.9 The ITS must be configured/networked such that all recorded calls may be accessed from any workstation. The ITS must be configured for both public and private secured networks.</p> <p>2.6.10 The ITS must have the ability to provide, print, download and e-mail reports on a daily, weekly, monthly, or real time basis. All reports will be selected by any combination of location, PIN, phone, number dialed, time/date, duration, call type, call status, etc., by the LAPD's staff.</p> <p>2.6.11 The ITS will have the capability of reverse lookup of phone numbers called to provide call detail.</p> <p>2.6.12 The ITS must be fully supported by remote maintenance including remote polling capabilities and system self-diagnostic to create "trouble tickets" when a system problem is discovered.</p> <p>2.6.13 The ITS must be capable of automatically transcribing flagged calls using "key word search".</p> <p>2.6.14 The ITS must have the ability to monitor the visitation telephones on all visiting stations at all LAPD Jail facilities, until a Video Visitation System is implemented.</p> | | | | |
| <p>2.7 Maintenance and Repairs</p> <p>2.7.1 The equipment installed at the Jail facility will remain the sole and exclusive property of the selected Contractor. The LAPD will not be responsible for any damage to equipment.</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|--|-----|----|---------|--------|
| <p>2.7.2 The selected Contractor will provide all necessary labor, parts, materials and transportation to maintain all inmate telephones and related service equipment in good working order, and in compliance with the equipment manufacturer's specifications throughout the term of the contract.</p> <p>2.7.3 The selected Contractor is responsible for all maintenance and repairs to inmate telephones and the ITS. A single point of contact with the selected Contractor, via a toll-free telephone number and an e-mail address, must be established by the selected Contractor for reporting all inmate telephone problems. This toll-free maintenance/repair telephone number, answered by a live operator, must be available for reporting inmate telephone problems twenty-four (24) hours per day, every day of the year.</p> <p>2.7.4 The selected Contractor will provide and maintain a sufficient inventory of spare parts and spare parts kits at specified LAPD facilities, readily available for repairs and maintenance of the ITS. The selected Contractor will provide a statement of spare part availability and delivery durations when such parts are not on hand at the site.</p> <p>2.7.5 The selected Contractor will develop procedures and schedules to conduct monthly Preventive Maintenance on ITS and all equipment, and instruments included therein, and preparation of Monthly Maintenance Reports indicating the nature and scope of the Preventative Maintenance performed. The selected Contractor must provide all necessary labor, parts, materials, technical personnel, and transportation necessary to maintain the ITS and all of its components in good working order, including the performance of Preventive Maintenance.</p> <p>2.7.6 The selected Contractor will be responsible for determining whether line access failure is the fault of the local exchange carrier (LEC), the inter-exchange carrier (IEC), or the selected Contractor's equipment. When the selected Contractor determines the agency responsible for failure, then selected Contractor will contact the agency responsible for failure and jointly resolve the failure at no cost to the LAPD. If the failure is determined to be the fault of the selected Contractor's equipment, hardware, software or wiring, the selected Contractor will correct the</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|--|-----|----|---------|--------|
| <p>problem at no cost to the LAPD.</p> <p>2.7.7 The selected Contractor must notify the LAPD at least twenty four (24) hours prior to any planned occurrence that may result in a service interruption to any inmate phone or service that lasts in excess of fifteen (15) minutes.</p> <p>2.7.8 The selected Contractor must adhere to and comply with the Service Level Agreement in Attachment 2A – Service Level Agreement for Inmate Telephone Services.</p> | | | | |
| <p>2.8 Other Service Offerings</p> <p>2.8.1 Provide brief description of other service offerings (i.e., Voice Biometrics, Investigative Tools, Email, etc.), and indicate if service is "Optional". Indicate cost or financial impact to commissions, if any.</p> <p>2.8.2 Option for booking or intake kiosks in booking area to allow inmates to establish a Prepaid system account. Booking kiosks will have capability to accept cash and credit cards to fund telephone calls and video visits.</p> | | | | |
| <p>2.9 Training/Ongoing Operations</p> <p>2.9.1 The selected Contractor must provide training ("Train-the-Trainer" and User Training) on the inmate telephone workstation features and usage for all workstations at the LAPD Jail facilities. The selected Contractor will provide a detailed scope of training, including training schedule, length of training, various times training can be provided and number of personnel that can attend a training session. Training will occur no later than 14 days from the "go-live" date, at no cost to the LAPD.</p> <p>2.9.2 The selected Contractor must offer annual training on Inmate Telephone Services and any associated service offering.</p> <p>2.9.3 The selected Contractor must provide training on Inmate Telephone Service upgrades or any component thereof.</p> <p>2.9.4 The selected Contractor will actively engage and participate in regular Annual Operations and Contract Review Meetings.</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|--|-----|----|---------|--------|
| <p>2.10 Management Reporting</p> <p>2.10.1 Project Status Reports: The selected Contractor must prepare and submit Project Status Reports during the ITS Integration Period to the LAPD. The selected Contractor will submit such reports to the LAPD and the LAPD Designee on the 1st and 15th of each month or the next working day if the due date falls on a Saturday, Sunday or holiday. Such reports must, at a minimum, state:</p> <p>2.10.1.1 Period covered by the report</p> <p>2.10.1.2 Project progress and plans</p> <p>2.10.1.3 Issues tracking, including deficiencies</p> <p>2.10.1.4 Project schedule including work scheduled for completion which was completed and work scheduled for completion which was not completed</p> <p>2.10.1.5 Updates to the Project Control Document</p> <p>2.10.1.6 Project risks identified through the quality assurance process</p> <p>2.10.1.7 Any other information that the LAPD may reasonably require.</p> <p>2.10.2 Monthly Project Reports: The selected Contractor will be required to submit Monthly Project Reports, pertaining to the operation and maintenance of the ITS. Monthly reports will be for the period including the first day of the month through the last day of the month. Such reports must include, but not be limited to, the following:</p> <p>2.10.2.1 Call Detail Reports</p> <p>2.10.2.2 List of Telephones: This report must include, but will not be limited to information on jail name, address, telephone number, location of phone, installation date, date removed, date reinstalled. Report must be updated monthly. Total down time for each phone must also be included. These reports must be available to all Workstations.</p> <p>2.10.2.3 Total Calls Completed and Billed Report: Report must be in summary format by jail and telephone number. Reports must include the total number of calls, total minutes, amount billed, and must be broken down by Bill</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|--|-----|----|---------|--------|
| <p>Type: Collect, Prepaid, Debit, and by Call Type: Local, Intra-LATA, Inter-LATA, Interstate, and International calls.</p> <p>2.10.2.4 Total Calls Not Completed Report: Report must be in summary format, and must include the total number of calls, broken down by Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, Intra-LATA, Inter-LATA, Interstate, and International calls), as well as indicating the cause associated with the incompleteness of the calls and an aggregate total of each value.</p> <p>2.10.2.5 Commissions Report: This report must contain the annual or monthly historical contemporary MAG payment and Commissions information.</p> <p>2.10.2.6 Summary of Any Unauthorized Inmate Call Activity Detected Report: Report must be in summary format by jail, and must contain any information available to support the subsequent investigation of such activities.</p> <p>2.10.2.7 Summary of System Outages and/or Maintenance Performed Report: Report must be in summary format by jail, and must contain a brief problem description and corrective action taken to resolve the problem. The report must also include the date and time and who notified the LAPD or the LAPD Designee.</p> <p>2.10.2.8 Telephone Inspection and Maintenance Log: This report will be submitted to the LAPD and the LAPD Designee on a quarterly basis or as required by the LAPD.</p> <p>2.10.2.9 Selected Contractor's reporting system must have Ad Hoc Query and report capability and may require format modification to enhance readability at the request of the LAPD or the LAPD Designee.</p> <p>2.10.3 6-Month and Year-End Summary Reports: Selected Contractor will submit an initial 6-Month Summary Report and subsequent Year-End Summary Reports, including Annual System Management Reports, pertaining to the operation of the selected Contractor's automated operator ITS. The reports must minimally provide total call volume, total minutes, and total revenue for each Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, Intra-LATA, Inter-LATA, Interstate, and International calls), and must also include an</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|---|-----|----|---------|--------|
| <p>aggregate total of each of these values. The reports must also indicate the MAG and Commissions, uncollectibles, and recovered uncollectibles, including any accounts receivables sold during the year.</p> <p>2.10.4 Selected Contractor will submit one (1) soft copy of each of the Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports on CD-Rs to the LAPD Project Manager and to the LAPD Designee.</p> <p>2.10.5 Selected Contractor's written reports must utilize Microsoft Word for the narrative portions, and Microsoft Excel for the Inmate billing and commissions earned reports.</p> <p>2.10.6 Selected Contractor's written reports are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on ITS for the prior month.</p> <p>2.10.7 Selected Contractor's Year-End Summary Reports are due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the ITS for the subject Agreement year.</p> <p>2.10.8 There will be a Late Penalty of \$ 100.00 per day for reports received late, unless prior approval for late delivery by the selected Contractor has been granted by the LAPD Project Manager. Refer to Attachment 2A-Service Level Agreement for Inmate Telephone Service.</p> <p>2.10.9 Reports Meeting – Upon the LAPD's request, the LAPD's Project Manager or the LAPD Designee and the selected Contractor's Project or Account Manager will meet on reasonable notice to discuss selected Contractor's performance and progress under this Contract. If requested, the selected Contractor's Project or Account Manager and other personnel must attend all meetings. The selected Contractor must provide such information that is requested by the LAPD for the purpose of monitoring progress under this Contract.</p> | | | | |
| <p>2.11 Audit</p> <p>The LAPD or the LAPD Designee must have access, at reasonable times, to all reports, Contract records, documents, files and personnel necessary to audit and verify the selected contractor's charges to the LAPD hereunder.</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|---|-----|----|---------|--------|
| Selected Contractor agrees to retain reports, records, documents, and files related to charges hereunder for a period of five (5) years following the date of final payment for the selected Contractor's services hereunder the LAPD reserves the right to audit and verify selected Contractor's records before final payment is made. The LAPD's representatives shall have the right to reproduce any of the aforesaid documents. Should selected Contractor cease to exist as a legal entity, selected Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the LAPD's Project Manager. | | | | |
| <p>2.12 Annual Review</p> <p>Within thirty (30) calendar days following the end of the Agreement year, selected Contractor's Project Manager or Senior Management personnel will meet with the LAPD and the LAPD Designee (if applicable), and provide a comprehensive report of Inmate call activity for the Agreement year, along with providing a comprehensive presentation recapping any key areas of successes and/or concerns, as well as addressing intended strategies for the upcoming contract year. This will also include a Contract Review for the preceding year.</p> | | | | |
| <p>2.13 Leave-Behind Solution</p> <p>The selected Contractor will provide a leave-behind solution at the end of the contract term. All CDRs, call and visitation recordings, documentation, reports, data, etc. are the property of the LAPD and will be provided to the LAPD by the selected Contractor on a secure storage medium, and in a usable, user-friendly, searchable electronic format at no cost to the LAPD within fifteen (15) days following the expiration and/or cancellation of the AGREEMENT. The selected Contractor will accept the LAPD's reasonable decision whether the solution provided is acceptable. The leave-behind solution will be easily accessible for three (3) years after contract end date, and at the LAPD's option, leave behind solution must be located in a the LAPD-designated location.</p> | | | | |
| | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|---|-----|----|---------|--------|
| <p>2.14 Telephone Rates, Fees, Commissions</p> <p>2.14.1 Per Minute Rates and Connect Fees: State Per Minute Rates (local, intra-LATA, inter-LATA, interstate, international) and Connect Fees for Debit, Prepaid, and Collect calls. Rates and Connect Fees must be fair and reasonable. Refer to Attachment 1A – Inmate Telephone Services Pricing Matrix.</p> <p>2.14.2 Fees and Surcharges: Disclose all fees and surcharges that are charged to prepaid inmate accounts, debit, and Collect call acceptors and indicate if included in application of commissions. Provide a brief description of each. Fees and Surcharges include, but not limited to:</p> <ul style="list-style-type: none"> 2.14.2.1 Access Surcharges 2.14.2.2 Connection Fees 2.14.2.3 Bill Statement Fees 2.14.2.4 Single Bill Fees 2.14.2.5 Telephone Access Fees 2.14.2.6 Transaction Fees 2.14.2.7 Recovery Fees 2.14.2.8 Convenience Fees 2.14.2.9 Carrier Access Fees 2.14.2.10 Federal and State Fees 2.14.2.11 Validation Fees 2.14.2.12 Deposit Fees 2.14.2.13 Any Additional Fees and Surcharges <p>2.14.3 It is the LAPD's preference that the selected Contractor utilize a simple or single fee structure, minimizing fees and surcharges other than mandatory Federal and State fees or pass-through fees (i.e. credit card charges billed by credit card companies or Local Exchange Carrier-imposed fees). All fees, excluding mandatory Federal and State fees and pass-through fees, will be included in the application of commissions for the LAPD. Refer to Attachment 1A – Inmate Telephone Services Pricing Matrix.</p> <p>2.14.4 Taxes – State applicable Federal, State, and Local taxes (not commissionable). Refer to Attachment 1A – Inmate Telephone Services Pricing Matrix.</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|---|-----|----|---------|--------|
| <p>2.14.5 Minimum Annual Guarantee (MAG) and Commission Rate – The selected Contractor shall pay the LAPD a MAG amount, irrespective of the amount of revenue generated, that will be paid to the LAPD in equal monthly installments. In accordance with Attachment 1A of this RFP, such commission payments will be due and payable in advance on the first business day of each month (except for prorated payment in the event that the Contract begins or ends on a day other than the first day of the month). The MAG amount will be based on Gross Revenue which is defined as the sum of all charges for use (including contractor fees), whether collected or uncollected, less any applicable federal, state or local taxes and legitimate refunds. Thereafter, at the end of any given calendar month, MAG payments will be reconciled with the percentage fees for that month's actual gross revenue. For each calendar month, the excess of the percentage fee due not later than the 10th business day of the succeeding month along with a certified statement. If the actual gross revenue percentage does not exceed the MAG payment made, selected Contractor will certify within ten (10) calendar days and no additional fee will be due for that month, but no refund will be made. Refer to Attachment 1A – Inmate Telephone Services Pricing Matrix.</p> <p>2.14.6 If any payments due are not received by the LAPD within the period specified, the LAPD is entitled to recover interest thereon. Said interest will be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/66 day year) calculated from the date payment is due. Refer to Attachment 1A – Inmate Telephone Services Pricing Matrix.</p> <p>2.14.7 Selected Contractor will pay the LAPD the higher of:</p> <p>A Commission Rate, which is a percentage of the selected Contractor Total Gross Revenue, which is defined as the sum of all charges for use (including contractor fees), whether collected or uncollected, less any applicable federal, state or local taxes and legitimate refunds. The Commission Rate offered by the selected Contractor is payable to the LAPD no later than the 10th of each month. Refer to Attachment 1A – Inmate Telephone Services Pricing Matrix.</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|--|-----|----|---------|--------|
| <p>OR</p> <p>A Minimum Annual Guarantee (MAG) – The minimum MAG amount is payable in monthly payments. Refer to Attachment 1A – Inmate Telephone Services Pricing Matrix.</p> <p>2.14.8 Technology Fund – Selected Contractor will provide the LAPD with an annual Technology Fund if proposing a stand-alone ITS solution, excluding a VVS solution. Refer to Attachment 1A – Inmate Telephone Services Pricing Matrix.</p> | | | | |
| <p>2.15 Project Implementation</p> <p>2.15.1 Project Control Document (PCD) – Upon effective date of Agreement, the selected Contractor must create, and deliver to the LAPD and the LAPD Designee, Project Control Documents (PCDs), consistent with the Scope of Work. The contents of each PCD must include the relevant elements of the following:</p> <p>2.15.1.1 Introduction</p> <p>2.15.1.2 Executive Summary</p> <p>2.15.1.3 Project Mission and Objectives</p> <p>2.15.1.4 Project Scope</p> <p>2.15.1.5 Work Breakdown Structure</p> <p>2.15.1.6 Master Project Schedule</p> <p>2.15.1.7 Change Control Plan</p> <p>2.15.1.8 Project Team</p> <p>2.15.1.9 Risk Assessment and Management</p> <p>2.15.2 Integration of New Inmate Telephone System – Selected Contractor must submit detailed plans for the provision of necessary telephone equipment and the integration of the new ITS, while minimizing the impacts to current ITS operations. Should selected Contractor elect to utilize existing telephone Instruments, selected Contractor will at its own risk, cost, and expense enter into an agreement with GTL to assume ownership of the current phones, while also ensuring a seamless transition that does not affect the day-to-day operations under the current ITS and services agreement.</p> <p>2.15.3 The new automated operator ITS and telephone Platform must become fully operational upon the successful completion of all ITS</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|--|-----|----|---------|--------|
| <p>integration testing and acceptance by the LAPD. ITS integration and acceptance test criteria is as follows: all Inmate telephones tested and verified as fully operational, without Deficiencies, and written acceptance by the concerned LAPD Project Manager. All telephone installation plans and schedules will be reviewed and approved by the LAPD Project Manager, in order to minimize impacts to normal operations.</p> <p>2.15.4 Project Approach – Selected Proposer must present an overview, which shall be a narrative description, of the selected Proposer's proposed plan for providing Inmate Telephone Services to the LAPD. The selected Proposer will provide in full detail, its understanding and response to the Scope of Work.</p> <p>2.15.5 Implementation Plan and Schedule – Selected Proposer shall provide a detailed Implementation Plan and Schedule. The installation will include a user testing and acceptance provision for the LAPD. Time is of the essence in providing a fully operational ITS, and the selected Contractor is required to provide a fully functional ITS tested and accepted by the APD. The LAPD is requiring a thirty (30)-business day implementation schedule. Failure to provide this service may incur a daily penalty of \$750.00 until fully functional (Refer to Attachment 2A). The Implementation Plan and Schedule will include the following:</p> <p>2.15.5.1 Summary of management/work plan for this Project</p> <p>2.15.5.2 Project Schedule with Project Milestone Dates</p> <p>2.15.6 Project Implementation Team –Selected Proposer must provide the name, years of service, qualifications, address and telephone number(s) for the selected Contractor's Project Implementation Manager, which will be the LAPD's main point of contact during the ITS installation; and the selected Proposer Project Manager or Account Manager, which will be the LAPD's main point of contact after implementation and turn-up of services, and during the subsequent Contract(s).</p> <p>2.15.7 Selected Proposer must provide its Project Team Organization Chart, clearly showing the organization of the team and the hierarchy of the members. It must include:</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|---|-----|----|---------|--------|
| <p>2.15.7.1 Organizational framework for the proposed Project Team</p> <p>Company name and key staff name for each role identified in the chart.</p> <p>2.15.7.2 Selected Proposer shall provide the names, years of service, qualifications, addresses and telephone numbers of each member of the selected Proposer's Project Implementation Team, including an Escalation Chart with complete contact information.</p> | | | | |

APPENDIX A2

SYSTEM FEATURE CHECKLIST – VIDEO VISITATION SYSTEM

System Feature Checklist For Video Visitation System

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|---|-----|----|---------|--------|
| <p style="text-align: center;">3.3 General Requirements</p> <p>3.3.1 Selected Proposer must propose a fully functioning, comprehensive, and operational Onsite and Remote Video Visitation System using state-of-the-art video compression technology designed specifically for jails, prisons or other incarceration facilities. The VVS must be capable of processing on-site and remote visits at all Facilities, allowing visitors to video conference with inmates/prisoners whether visitor is located at a designated LAPD property and/or at a remote location via the Internet using privately owned computers, outside the LAPD's domain or influence.</p> <p>3.3.2 Provide a minimum of three (3) existing facilities of similar size and scope as the LAPD, with contact names and phone numbers for each. This project will not be a site for Beta testing.</p> <p>3.3.3 The VVS must be a complete solution for the LAPD incorporating all major aspects of visitation (e.g. reporting, recording, scheduling, software & hardware, network access, cabling/wiring, system interfaces, etc.) for on-site and remote visitors. All available modules must be included and itemized in the pricing provided.</p> <p>3.3.4 The VVS must have the ability to be both fully Cloud-based or at the election of the LAPD, the VVS must have the ability to house application servers, recording servers, storage servers or any other servers or equipment if desired.</p> <p>3.3.5 The VVS must be able to charge the visitor for remote video visits.</p> <p>3.3.6 Provide all labor, equipment, materials, software, installation, configuration (hardware, software and networking), documentation, testing, and training of the VVS as required herein and on the drawings.</p> <p>3.3.7 In-Process Visits must have a visible countdown timer.</p> <p>3.3.8 In-Process Visits must have a recording notification legibly posted in both English and Spanish.</p> <p>3.3.9 VVS shall be an Internet Protocol (IP)-based system. All video and audio streams between the stations must be transmitted over TCP/IP/Ethernet. Any systems that utilize analog audio/video matrix switching devices are not acceptable.</p> <p>3.3.10 At no expense to the LAPD, the LAPD or LAPD staff must be trained in the use of the VVS to facilitate all on site and remote Browser-Based visitations and to administer the VVS.</p> <p>3.3.11 Cabling and wiring, network access, interface(s), installation/implementation, and associated costs will be the responsibility of the selected vendor. Selected vendor will be</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|--|-----|----|---------|--------|
| <p>responsible for providing and implementing a separate network connection (T1.5, T45, etc. access), to operate the VVS. The selected Contractor will be responsible for any additional network switches, CAT5 or CAT6 wiring, and any and all bandwidth required for Video Visitations.</p> <p>3.3.12 Refer to Exhibit 1 – Security Language, when developing and installing required interfaces.</p> <p>3.3.13 Remote visitors must be able to conduct remote visits without having to install or download any software.</p> <p>3.3.14 Technical Support in both English and Spanish must be provided during visitation hours for jail and visitors at no cost to the LAPD.</p> <p>3.3.15 The selected Contractor's VVS must be designed for use by the hearing impaired. Provisions for the deaf must comply with Americans with Disabilities Act (ADA), and Telephone Devices for the Deaf (TDD) regulations and standards. TDD instruments must be provided based on the needs of each jail, as determined by the LAPD. Required locations of the TDD instruments will be provided by the LAPD to the selected Contractor.</p> | | | | |
| <p>3.4 Video Visitation Stations, Network, Servers</p> <p>3.4.1 Describe your Terminal Enclosure mounting specifications; include drawings, diagrams, etc. in your response.</p> <p>3.4.2 All video visitation station components must be field-replaceable by LAPD staff or by the VVS contractor. All video visitation station components must be non-proprietary and, at minimum, meet the following requirements:</p> <ul style="list-style-type: none"> 3.4.2.1 Correction grade wall mountable enclosure 3.4.2.2 Minimum of 17" color monitor 3.4.2.3 USB webcam 3.4.2.4 Detention grade audio handset with cable lanyard (lanyard length to be determined by LAPD) 3.4.2.5 Available with sloped top 3.4.2.6 Available with minimum of ¼" LEXAN 3.4.2.7 Enclosure must be wall mounted with a minimum of 4 lag bolt locations and openings for two 4-square boxes in the rear 3.4.2.8 The enclosure must not have any openings exposed to inmate or visitor, unless it utilizes an indirect venting system for heat dissipation 3.4.2.9 Option for second handsets 3.4.2.10 Option for handset volume control 3.4.2.11 Videoconferencing Codec Hardware | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|---|-----|----|---------|--------|
| 3.4.2.11.1 4GB Hard Drive or better | | | | |
| 3.4.2.11.2 2GB of RAM or better | | | | |
| 3.4.2.12 Videoconferencing Codec Software | | | | |
| 3.4.2.12.1 Adobe Flash Capable | | | | |
| 3.4.2.12.2 Must have built in H.323 and/or SIP protocol for open communication directly to devices from Cisco, Polycom, Lifesize, etc. or better | | | | |
| 3.4.2.12.3 Adjustable Video Transmission Speeds: 64 Kbps – 2 Mbps | | | | |
| 3.4.2.12.4 Wide range of video resolutions and bit rates. Video Standards: H.261, H.263, H.263+/, H.264 | | | | |
| 3.4.2.12.5 Audio Standards: G.711, G.722, G.723.1, G.728, G.729 | | | | |
| 3.4.2.12.6 Full duplex echo cancellation | | | | |
| 3.4.2.12.7 Automatic noise suppression | | | | |
| 3.4.2.12.8 Ability to turn off internal echo canceller | | | | |
| 3.4.2.12.9 Ethernet Network: Integrated 10/100 Ethernet NIC | | | | |
| 3.4.2.12.10 Data Sharing: Compiles with H.239 ITU-T Standard | | | | |
| 3.4.3 All visitation recordings will be processed and stored at the LAPD's option and direction: stored locally within the jail on a separate server environment (will NOT use the LAPD's internal server environment); and/or at a remote data center. | | | | |
| 3.4.3.1 Application Server-Minimum Requirements | | | | |
| 3.4.3.1.1 Primary CPU: Dual Core Intel Pentium D915, 2.8GHz, 800MHz FSB | | | | |
| 3.4.3.1.2 Memory: 4GB DDR2, 553MHz | | | | |
| 3.4.3.1.3 Primary Controller: SAS 5iR internal RAID adapter, PCI-Express | | | | |
| 3.4.3.1.4 Hard Drive Configuration: SAS5iR (SATA/SAS Controller) – RAID 1 | | | | |
| 3.4.3.1.5 Primary Hard Drive: 80GB Hard Drive | | | | |
| 3.4.3.1.6 2 nd Hard Drive: 80GB Hard Drive | | | | |
| 3.4.3.1.7 Operating System: Windows Server 2003 R2 | | | | |
| 3.4.3.1.8 Network Adapter: On-Board Dual Gigabit Network Adapter | | | | |
| 3.4.3.1.9 CD Drive: 24X IDE CD-ROM drive | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|---|-----|----|---------|--------|
| <p>3.4.3.1.10 Rack Rails: Rack Chassis w/Rapid Rails</p> <p>3.4.3.1.11 Approved manufacturers: Dell, HP</p> <p>3.4.3.2 Recording Server</p> <p>3.4.3.2.1 Primary CPU: Quad Core Intel Xeon 5050, 2x2MB, 3.00GHz, 667MHz FSB</p> <p>3.4.3.2.2 Memory: 4.0GB, 533MHz</p> <p>3.4.3.2.3 Primary Controller: SAS 5/I Integrated, No RAID</p> <p>3.4.3.2.4 Hard Drive Configuration: Integrated SAS/SATA No RAID, SAS 5/I Integrated</p> <p>3.4.3.2.5 Primary Hard Drive: 250GB Hard Drive</p> <p>3.4.3.2.6 Operating System: Windows Server 2003 R2 or Linux</p> <p>3.4.3.2.7 Power Supply: Non-Redundant Power Supply</p> <p>3.4.3.2.8 Network Adapter: On-Board Dual Gigabit Network Adapter</p> <p>3.4.3.2.9 CD Drive: 24X IDE CD-ROM drive</p> <p>3.4.3.2.9.1 Chassis Configuration: 2-Post Rails for Non-Dell Rack</p> <p>3.4.3.2.9.2 Approved manufacturers: Dell, HP</p> <p>3.4.3.2.9.3 Constant or variable bit rate and frame rate</p> <p>3.4.4 The VVS must be connected to a 100 Mbps Ethernet network.</p> <p>3.4.5 The VVS must utilize CAT5E or CAT6 cabling for connection to the visitation network.</p> <p>3.4.6 The VVS must provide an adequate number of Gigabit or 10/100Base-T managed multicast switches and ports to accommodate the total number of visitation stations, servers and administration stations.</p> | | | | |
| <p>3.5 Video Visitation System Software</p> <p>3.5.1 The VVS must be installed in a minimum of three (3) facilities similar in scope and size to the LAPD.</p> <p>3.5.2 The VVS must be compatible with Oracle, Microsoft SQL or Postgr SQL databases.</p> <p>3.5.3 The VVS must be a user-friendly, highly graphical, keyboard and mouse driven application.</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|--|-----|----|---------|--------|
| <p>3.5.4 The VVS must be accessible via standard browser to LAPD users with network access and application privileges.</p> <p>3.5.5 The VVS must be a privilege-based system allowing the assignment of privileges to customizable users groups and user assignment to specific user groups.</p> <p>3.5.6 The VVS must have integration with active directory.</p> <p>3.5.7 The VVS must allow the LAPD to automatically notify a user(s) and/or user group(s) via email when a visitation station is added, modified and/or taken offline.</p> <p>3.5.8 The selected VVS Contractor will be responsible for developing and implementing the interface necessary to obtain the following minimal requirements:</p> <ul style="list-style-type: none"> 3.5.8.1 Inmate ID 3.5.8.2 Inmate last name 3.5.8.3 Inmate middle name 3.5.8.4 Inmate first name 3.5.8.5 Gender designator 3.5.8.6 Date of birth 3.5.8.7 Housing assignment designator 3.5.8.8 Race designator 3.5.8.9 Inmate booking number <p>3.5.9 The VVS must interface with LAPD's booking and release system to track all inmate housing unit assignments, movements, and inmate releases to validate scheduled visitation integrity. Each of the 3 regions would have a work center that would allow the LAPD staff to check for inmate availability. VVS must have the capability to allow the LAPD staff to schedule, reschedule, and cancel video visits, as well as the flexibility to limit online video visitation sessions and to change online video visitation hours.</p> <ul style="list-style-type: none"> 3.5.9.1 VVS must attempt to reschedule all visits associated with the inmate if the inmate has changed housing locations. 3.5.9.2 VVS must cancel all visits associated with an inmate if the inmate has been released. 3.5.9.3 VVS must notify visitor(s) via email and automated phone message if a visitation has been cancelled. <p>3.5.10 VVS must allow the LAPD to manage and schedule Internet video visitation, on-premises and off-premises video visitation, and non-video visitations with shared or separate quotas, stations, visitation center hours, time slots, and scheduling policies.</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|---|-----|----|---------|--------|
| <p>3.5.11 VVS must allow the LAPD to manage personal and professional visitations with shared or separate quotas, stations, visitation center hours, time slots, recording & monitoring rules, and scheduling and policies.</p> <p>3.5.12 The VVS must allow the LAPD to create specific personal and professional visitation time slots for Internet video visits, on-premises, and face-to-face visits. VVS must allow the LAPD to customize visitation time slot duration.</p> <p>3.5.13 The VVS must allow the LAPD to determine what type of visits (Internet, on-premises, or both) is allowed for each housing unit.</p> <p>3.5.14 The VVS must be able to manage multiple visitation centers with unique hours of operation, visitation types, policies and quotas.</p> <p>3.5.15 The VVS must allow the LAPD to establish and manage approved visitor lists for the entire jail, only selected housing units, or only selected inmates.</p> <p>3.5.16 The VVS must allow the LAPD to schedule a "no visitations" event with customizable duration for an inmate, station, station group, housing unit and/or visitation center.</p> <p>3.5.17 The VVS must allow the LAPD to create the following restrictions with customizable duration:</p> <p>3.5.17.1 Restrict a visitor from visiting a certain inmate(s).</p> <p>3.5.17.2 Restrict an inmate from visiting a minor.</p> <p>3.5.17.3 Restrict an inmate from visiting ALL visitors.</p> <p>3.5.17.4 Restrict a visitor from visiting ALL inmates.</p> <p>3.5.17.5 Restrict an inmate from having Internet video visits</p> <p>3.5.17.6 Restrict an inmate from visiting at the same time as another inmate.</p> <p>3.5.17.7 Restrict a visitor from visitation at the same time as another visitor.</p> <p>3.5.18 The VVS must allow the LAPD to establish and automatically enforce different inmate and visitor quotas for Internet video visits, on-premises video visits and face-to-face visits.</p> <p>3.5.19 The VVS must allow the LAPD to set the age at which a minor is allowed to register and schedule a visit as an adult.</p> <p>3.5.20 The VVS must allow the LAPD to create custom visitation quotas</p> <p>3.5.20.1 The VVS must allow the LAPD to create inmate and visitor quotas based upon time (example: 25 min/day).</p> <p>3.5.20.2 The VVS must allow the LAPD to create inmate and visitor quotas based upon count (example: 1 visit/week).</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|--|-----|----|---------|--------|
| <p>3.5.20.3 The VVS must allow the LAPD to create inmate and visitor quotas with a customizable duration (day, week or month).</p> <p>3.5.20.4 The VVS must allow the LAPD to establish separate quotas for personal and professional visits.</p> <p>3.5.20.5 The VVS must allow the LAPD to create quotas for specific types of visits (Internet Video, On-Premise Video, and Face-to-Face).</p> <p>3.5.20.6 The VVS must allow the LAPD to establish the total number of visitors allowed per visit for Internet video visits, on-premises video visits, and face-to-face visits.</p> <p>3.5.20.7 The VVS must allow the LAPD to specify unique quotas for each housing unit.</p> <p>3.5.21 The VVS must allow the LAPD to denote a visitor as being a professional visitor.</p> <p>3.5.22 The VVS must have individual profile pages for each inmate and visitor allowing the LAPD staff to:</p> <p>3.5.22.1 Review and edit visitor/inmate general information.</p> <p>3.5.22.2 Review visitation history.</p> <p>3.5.22.3 View and download visitation recordings.</p> <p>3.5.22.4 Review warrant check results.</p> <p>3.5.22.5 Create, edit, and remove restrictions.</p> <p>3.5.22.6 Create, edit, and remove events.</p> <p>3.5.22.7 Create, edit, remove approved visitors/inmates.</p> <p>3.5.23 The VVS must allow LAPD staff to schedule visits in person or over the phone. (Scheduling via Kiosk option for the LAPD to consider).</p> <p>3.5.24 The VVS must provide a means of creating an unscheduled visit (Ad hoc Visit) where the inmate's and visitor's information is required and tracked.</p> <p>3.5.25 The VVS must provide the means for LAPD staff to create an unscheduled visit/station connection where the inmate's and visitor's information is not required.</p> <p>3.5.26 The VVS must be a web-based scheduling application allowing public and professional visitors to register and schedule visits using a standard internet browser and an internet connection.</p> <p>3.5.26.1 The VVS must have the capability to give the LAPD staff the flexibility to make fields mandatory for visitor registration.</p> <p>3.5.26.2 The VVS must allow the LAPD to determine if visitors must register in person prior to scheduling a visit.</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|---|-----|----|---------|--------|
| <p>3.5.26.3 Officers will have ability to capture pictures of visitors and store within application for authenticating visitors during visits.</p> <p>3.5.26.4 The VVS public and professional scheduling must be available in English and Spanish.</p> <p>3.5.26.5 Visitors must be able to login using their unique visitor ID or their email address and password.</p> <p>3.5.26.6 Professional visitors will have the additional option of selecting the visitor station and stations characteristics. (I.e. have a visit from their desk or conference room etc.)</p> <p>3.5.26.7 The VVS must allow for Smart phone scheduling</p> <p>3.5.26.8 The VVS must have public scheduling module specifically designed for touchscreen lobby kiosks.</p> <p>3.5.26.9 Web-based scheduling application must allow the LAPD to customize the top banner with an image and customizable text and font size.</p> <p>3.5.27 The VVS must allow the LAPD to display upcoming and running visit information on one or multiple monitor(s) and/or station(s) that automatically refresh.</p> <p>3.2.27.1 The VVS must allow the LAPD to configure information for display for each individual display type(s) (visitation center informational monitor, inmate station, dorm officer, etc.)</p> <p>3.2.27.2 The VVS must allow the LAPD to display visitor check-in status.</p> <p>3.2.27.3 The VVS must allow the LAPD to hide assigned visitor station(s) number until the visitor has checked in.</p> <p>3.2.27.4 The VVS must allow the LAPD to customize the number of visits per page and the page scroll duration.</p> <p>3.5.28 The VVS can automatically start each visit at the designated start time.</p> <p>3.5.28.1 The VVS must allow the LAPD to determine if the visitor is required to check-in for a video visit to start.</p> <p>3.5.28.1.1 Officer must be able to have a real time check-in with audio and video to determine authenticity and match with visitor picture on file with LAPD.</p> <p>3.5.28.2 The VVS must allow the LAPD to determine if a visit is to be canceled if the visitor does not check-in on time or after a set amount of time and if that visit will count against the inmate's visitation quota.</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|---|-----|----|---------|--------|
| <p>3.5.28.3 The VVS must allow the LAPD to check in those visitors visiting over the Internet via video chat between the officer and the visitor(s).</p> <p>3.5.29 The VVS must allow for real-time visitation monitoring of all live personal visits.</p> <p>3.5.29.1 The VVS must allow LAPD staff to stop, pause and restart any running visit, from any LAPD location or jail as well as from a designated LAPD central location or jail.</p> <p>3.5.29.2 The VVS must allow for station reassignment during any running visit.</p> <p>3.5.29.3 The VVS must allow for visitation time extension during any running visit.</p> <p>3.5.29.4 The VVS must allow for real-time monitoring of audio/video for multiple visitations simultaneously.</p> <p>3.5.29.5 The VVS must rotate through all visits at user defined monitoring rate.</p> <p>3.5.29.6 User must be capable of scanning through all active visits and select particular visit for monitoring.</p> <p>3.5.29.6.1 User must be capable of locking a visit in place and removing it from the exit queue.</p> <p>3.5.29.6.2 User must be able to stop, or pause and restart any visit.</p> <p>3.5.29.6.3 If recording sources are available, user must be able to start recording a visit.</p> <p>3.5.30 VVS must be able to encrypt all professional/attorney/private video visitations to ensure no recording or monitoring can take place.</p> <p>3.5.31 The VVS must provide synchronized digital video and audio recording for all visitation sessions.</p> <p>3.5.31.1 The VVS must utilize standard servers for processing and storing the recordings. Any system that utilizes VCR's, DVR's, IPVCR's, and/or MCU's is not acceptable.</p> <p>3.5.31.2 The VVS must allow facilities to configure recordings such that all video visitations will be recorded, only certain visitations will be recorded, and/or certain inmates and visitor will be recorded.</p> <p>3.5.31.3 The VVS must allow the LAPD to determine the quality and storage size for video visitation recordings independent of the visitation quality. The LAPD must be able to select from H.264, MPEG2 and MPEG 4 recording formats. Minimum storage size</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|--|-----|----|---------|--------|
| <p>must be equal to 120MB per hour.</p> <p>3.5.31.4 Authorized users must have the ability to mandate specific visits, visitors and/or inmates to be recorded.</p> <p>3.5.31.5 The VVS must provide two levels of recording permissions to ensure execution of recording mandate.</p> <p>3.5.31.6 The VVS must store all recorded visits for five (5) years in a video storage server.</p> <p>3.5.31.7 Authorized users must be capable of downloading a recorded file(s).</p> <p>3.5.31.8 The VVS must incorporate an audit trail to track who has viewed and/or downloaded the recording file(s).</p> <p>3.5.32 The VVS must provide the option to display a startup message and two separate visual warning messages on each visitation monitor. Time placement and messaging must be fully configurable.</p> <p>3.5.33 The VVS must provide the option to display an onscreen countdown clock timer on the inmate and visitor stations.</p> <p>3.5.34 The VVS must have the option to display "picture-in-picture" on the inmate and visitor stations.</p> <p>3.5.35 The VVS shall automatically attempt to reconnect stations if connectivity is lost.</p> <p>3.5.36 The VVS must allow the LAPD to create visitation billing charges.</p> <p>3.5.36.1 The VVS must shut off free video visits after 15 minutes, and give a warning prior to shutting off video visit. (One free 15-minute video visit quota).</p> <p>3.5.36.2 The VVS must allow the LAPD to charge for all visits for a specific visitation center (example: all Internet video visits).</p> <p>3.5.36.3 The VVS must have the ability to differentiate between professional visitors (e.g. allow public defenders to have free visits, and attorneys for unmonitored and unrecorded on-site confidential video visits, etc.)</p> <p>3.5.36.4 The VVS must allow visitation charges to be based upon per minute or per visit.</p> <p>3.5.36.5 The VVS must allow the LAPD to implement a non-refundable processing fee.</p> <p>3.5.36.6 The VVS must allow the LAPD to assign billing rules to selected visitation centers and/or specific visitation center days or hours.</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|---|-----|----|---------|--------|
| <p>3.5.36.7 The VVS must allow the LAPD to create a custom visitation cancellation policy that allows for varying cancellation charges based upon when the visitor cancels the visit.</p> <p>3.5.36.8 The VVS must dynamically display the cancellation and refund policy while the visitor is scheduling and canceling visits.</p> <p>3.5.36.9 The VVS must have capability of automatically refunding a visitor for a charged visit that has been cancelled as a result of:</p> <p>3.5.36.10.1 Inmate release</p> <p>3.5.36.10.2 LAPD imposed restriction</p> <p>3.5.36.10.3 Station unavailability</p> <p>3.5.36.10.4 Facility or jail event (example: weather closure, dorm lockdown)</p> <p>3.5.36.11 VVS must allow authorized LAPD staff to override or refund visitation charges.</p> | | | | |
| <p>3.6 Pricing and Revenue Share</p> <p>3.6.1 Selected Proposer will provide pricing for software and hardware cost components of turnkey solution, including pricing for enclosures. Selected Contractor will be responsible for any associated interfaces, network/internet access, cabling, wiring and/or conduit.</p> <p>3.6.2 If the selected Proposer is including optional features that are not part of the turnkey solution, the selected Contractor must list and provide a brief description of each optional feature and the corresponding detailed and itemized costs.</p> <p>3.6.3 The proposal must include revenue share (percentage or stated dollar amount) with the LAPD on the Inmate Video Visitation fees charged for remote video visitation visits.</p> | | | | |
| <p>3.7 Maintenance and Repairs</p> <p>3.7.1 The equipment, cabling, wiring and conduit installed at the Jail facilities will remain the sole and exclusive property of the LAPD. The LAPD will not be responsible for any damage to the Video Visitation equipment.</p> <p>3.7.2 The selected Contractor will provide all necessary labor, parts, materials and transportation to maintain all Inmate Video Visitation units, hardware, and related service equipment in good working order, and in compliance with the equipment manufacturer's specifications throughout the term of the contract.</p> <p>3.7.3 The selected Contractor is responsible for all maintenance and repairs to the VVS.</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|--|-----|----|---------|--------|
| <p>3.7.4 The selected Contractor will provide 24/7/365 phone support for software and hardware problems, and will comply with response times detailed in Attachment 2B – Video Visitation System Service Level Agreement. A single point of contact with the selected Contractor, via a toll-free telephone number and an e-mail address, must be established by the selected Contractor for reporting all VVS problems. This toll-free maintenance/repair telephone number must be available for reporting VVS problems twenty-four (24) hours per day, every day of the year.</p> <p>3.7.5 The selected Contractor must warranty all equipment for a minimum of one year from installation and provide the LAPD with all warranty documentation.</p> <p>3.7.6 The selected Contractor will provide and maintain a sufficient inventory of spare parts and spare parts kits at specified LAPD facilities, readily available for repairs and maintenance of the VVS. The selected Contractor must provide a statement of spare part availability and delivery durations when such parts are not on hand at the site.</p> <p>3.7.7 The selected Contractor will develop procedures and schedules to conduct monthly Preventive Maintenance on the VVS and all equipment, and instruments included therein, and preparation of Monthly Maintenance Reports indicating the nature and scope of the Preventative Maintenance performed. The Contractor will provide all necessary labor, parts, materials, technical personnel, and transportation necessary to maintain the VVS and all of its components in good working order, including the performance of Preventive Maintenance.</p> <p>3.7.8 The selected Contractor will adhere to and comply with the Video Visitation System Service Level Agreement in Attachment 2B.</p> | | | | |
| <p>3.8 Other Optional Service Offerings</p> <p>3.8.1 Provide information on a video arraignment component, additional cost (if any), and how it would interface with the VVS.</p> <p>3.8.2 Describe system's capabilities in detail. Indicate if part of standard service offering, or if "Optional," indicate cost.</p> <p>3.8.3 Provide brief description of other current features and indicate if feature is "Optional". Indicate cost, if any.</p> | | | | |
| <p>3.9 Training/Ongoing Operations</p> <p>3.9.1 The selected Contractor must provide onsite training on the VVS for the designated LAPD staff and LAPD Designee at no additional cost to the LAPD. The successful Contractor selected must provide a detailed scope of training, including training schedule, length of training, various times training can be provided and number of personnel that can attend a training session. Training will occur no later than 14 days from the "go-live" date, at no cost to the LAPD.</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|---|-----|----|---------|--------|
| <p>3.9.2 The selected Contractor will provide training materials to LAPD staff and LAPD Designee for inmate training at no additional cost to the LAPD.</p> <p>3.9.3 The selected Contractor will provide training on VVS upgrades or any component thereof, if any.</p> <p>3.9.4 The selected Contractor will provide user manuals to the LAPD.</p> | | | | |
| <p style="text-align: center;">3.10 Management Reporting</p> <p>3.10.1 Project Status Reports: The selected Contractor will prepare and submit Project Status Reports during the VVS Implementation Period to the LAPD. The selected Contractor will submit such reports to the LAPD and LAPD Designee on the 1st and 15th of each month or the next working day if the due date falls on a Saturday, Sunday or holiday. Such reports must, at a minimum, state:</p> <ul style="list-style-type: none"> 3.10.1.1 Period covered by the report; 3.10.1.2 Project progress and plans; 3.10.1.3 Issues tracking, including deficiencies; 3.10.1.4 Project schedule including work scheduled for completion which was completed, and work scheduled for completion which was not completed; 3.10.1.5 Updates to the Project Control Document; 3.10.1.6 Project risks identified through the quality assurance process; and 3.10.1.7 Any other information that the LAPD may reasonably require. <p>3.10.2 Monthly Project Reports: The selected Contractor will be required to submit Monthly Project Reports, pertaining to the operation and maintenance of the VVS. Monthly reports will be for the period including the first day of the month through the last day of the month. Such reports must include, but not be limited to, the following:</p> <ul style="list-style-type: none"> 3.10.2.1 Video Visitation Detail Reports 3.10.2.2 Revenue Share Reports (on Remote Visits) 3.10.2.3 Total Video Visits Completed and Billed Report: Report must be in summary format by jail 3.10.2.4 Summary of Any Unauthorized Video Visit Activity Detected Report: Report must be in summary format by jail, and must contain any information available to support the subsequent investigation of such activities. 3.10.2.5 Summary of System Outages and/or Maintenance Performed Report: Report must be in summary format by jail, and must contain a brief problem description and corrective | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|--|-----|----|---------|--------|
| <p>action taken to resolve the problem. The report must also include the date and time and who notified the LAPD or LAPD Designee.</p> <p>3.10.2.6 The VVS Inspection and Maintenance Log: This report must be submitted to the LAPD and LAPD Designee on a quarterly basis or as required by the LAPD.</p> <p>3.10.2.7 Contractor's reporting system must have Ad Hoc Query and report capability and may require format modification to enhance readability at the request of the LAPD or LAPD Designee.</p> <p>3.10.3 6-Month and Year-End Summary Reports: The Contractor must submit an initial 6-Month Summary Report and subsequent Year-End Summary Reports, including Annual System Management Reports, pertaining to the operation of the Contractor's VVS.</p> <p>3.10.3.1 The selected Contractor must submit one (1) soft copy of each of the Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports on CD-Rs to the LAPD Project Manager and to the LAPD Designee.</p> <p>3.10.3.2 The selected Contractor's written reports must utilize Microsoft Word for the narrative portions and Microsoft Excel for the Inmate billing and revenue share reports.</p> <p>3.10.3.3 The selected Contractor's written reports are due no later than 5:00 p.m. (PST) on the 5th business day of the month reporting on VVS for the prior month.</p> <p>3.10.3.4 The selected Contractor's Year-End Summary Reports are due no later than 5:00 pm, on the fifth (5th) business day of the month following Agreement year-end, reporting on the VVS for the subject Agreement year.</p> <p>3.10.3.5 There will be a Late Penalty of \$ 100.00 per day for reports received late, unless prior approval for late delivery by selected Contractor has been granted by the LAPD Project Manager.</p> | | | | |
| <p style="text-align: center;">3.11 Audit</p> <p>The LAPD's duly authorized representatives or Designee must have access, at reasonable times, to all reports, recordings, records, documents, files and personnel necessary to audit and verify Contractor's charges and revenue share to the LAPD hereunder. Contractor agrees to retain reports, recordings, records, documents, and files related to charges hereunder for a period of five (5) years following the date of final payment for the Contractor's services hereunder the LAPD reserves the right to audit and verify Contractor's records before final payment is made. The LAPD's representatives or Designee will have the right to reproduce any of the aforesaid documents. Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract must be forwarded to the surviving entity in a merger or acquisition or, in</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|---|------------|-----------|----------------|---------------|
| the event of liquidation, to the LAPD's Project Manager. | | | | |
| <p align="center">3.12 Annual Review</p> <p>Within thirty (30) calendar days following the end of the Agreement year, selected Contractor Project Manager or Senior Management personnel will meet with the LAPD and LAPD Designee (if applicable), and provide a comprehensive report of Inmate Video Visitation activity for the Agreement year, along with providing a comprehensive presentation recapping any key areas of successes and/or concerns, as well as addressing intended strategies for the upcoming contract year. This will also include a Contract Review for the preceding year.</p> | | | | |
| <p>3.13 Video Visitation System Cost, Fees, and Revenue Share (Refer to Attachment 1B – Video Visitation System Pricing Matrix)</p> <p>3.13.1 Selected Contractor will provide a turnkey Video Visitation System. The cost of any infrastructure and interface work will be the responsibility of the selected Contractor.</p> <p>3.13.2 Provide list of fees and charges for remote Video Visitation visits.</p> <p>3.13.3 Provide a list of all other on-going fees such as hardware and/or software maintenance costs, licensing fees, warranty costs, etc. Selected Contractor must disclose all other additional fees and surcharges that are charged for Inmate Video Visitation visits, and provide a brief description of each. It is the LAPD's preference that additional fees are minimized.</p> <p>3.13.4 Provide alternate payment options for the LAPD.</p> <p>3.13.5 Selected Contractor must state applicable Federal, State, and Local taxes.</p> <p>3.13.6 The Selected Contractor will pay the LAPD a revenue share on the Inmate Video Visitation fees and charges (not including mandatory Federal, State, and Local fees and legitimate pass-through fees) for remote video visitation visits.</p> <p>3.13.7 If any revenue share payments due under Attachment 1B (Video Visitation System Pricing Matrix) of this RFP are not received by the LAPD within the period specified, the LAPD is entitled to recover interest thereon. Said interest will be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/66 day year) calculated from the date payment is due.</p> | | | | |
| <p align="center">3.14 Project Implementation</p> <p>3.14.1 Project Control Document (PCD)</p> <p>Upon effective date of Agreement, the Contractor must create, and deliver to the LAPD and the LAPD Designee, Project Control Documents (PCDs), consistent with the Scope of Work. The contents of each PCD must include the relevant elements of the following:</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|---|-----|----|---------|--------|
| 3.14.1.1 Introduction 3.14.1.2 Executive Summary 3.14.1.3 Project Mission & Objectives 3.14.1.4 Project Scope 3.14.1.5 Work Breakdown Structure 3.14.1.6 Master Project Schedule 3.14.1.7 Change Control Plan 3.14.1.8 Project Team 3.14.1.9 Risk Assessment and Management | | | | |
| <p>3.15 Integration of New Video Visitation System</p> <p>The Proposer must submit detailed plans for the provision of necessary telephone equipment and the integration of the new Inmate VVS, while minimizing the impacts to current Inmate VVS operations. The new Inmate VVS must become fully operational upon the successful completion of all system integration testing and acceptance by the LAPD. VVS integration and acceptance test criteria is as follows: all Inmate Video Visitation units tested and verified as fully operational, without Deficiencies, and written acceptance by the concerned LAPD Project Manager. All Inmate VVS installation plans and schedules will be reviewed and approved by the LAPD Project Manager, in order to minimize impacts to normal operations.</p> | | | | |
| <p>3.16 Project Approach</p> <p>The proposal must present an overview, which will be a narrative description, of the selected Contractor's proposed plan for providing the Inmate VVS to the LAPD. The selected Contractor's will provide in full detail, its understanding and response to the Scope of Work.</p> | | | | |
| <p>3.17 Implementation Plan and Schedule</p> <p>The Proposer will provide a detailed Implementation Plan and Schedule. The installation will include a user testing and acceptance provision for the LAPD. Time is of the essence in providing a fully functional VVS, and the selected Contractor is required to provide a fully functional VVS tested and accepted by the LAPD. The LAPD is requiring a thirty (30)-business day implementation schedule. At the LAPD discretion, any failure to provide this service may incur a daily penalty of \$500.00 until fully functional. Implementation Plan and Schedule will include the following:</p> <p>3.17.1 Summary of management/work plan for this Project</p> <p>3.17.2 Project Schedule with Project Milestone Dates</p> | | | | |

| SYSTEM FEATURES | YES | NO | PARTIAL | MODIFY |
|---|-----|----|---------|--------|
| <p>3.18 Project Implementation Team</p> <p>3.18.1 The proposal must include the name, years of service, qualifications, address and telephone number(s) for the selected Contractor's Project Implementation Manager, which will be the LAPD's main point of contact during the VVS installation; and the Project Manager or Account Manager, which will be the LAPD's main point of contact after implementation and turn-up of services, and during the subsequent Contract(s).</p> <p>3.18.2 Proposal must include its Project Team Organization Chart, clearly showing the organization of the team and the hierarchy of the members. It must include:</p> <p> 3.18.2.1 Organizational framework for the proposed Project Team</p> <p> 3.18.2.2 Company name and key staff name for each role identified in the chart.</p> <p>3.18.3 The proposal must include the names, years of service, qualifications, addresses and telephone numbers of each member of the Proposer's Project Implementation Team, including an Escalation Chart with complete contact information.</p> | | | | |

APPENDIX B

CONTRACTOR WORKFORCE INFORMATION

PROPOSER WORKFORCE INFORMATION

Proposer's Name (legal name of entity): _____

Headquarters of Firm (Street Address): _____

City: _____ **State:** _____ **Zip Code:** _____

Contact Person: _____ **Email** _____

Telephone: _____ **Fax:** _____

Total Workforce: _____

Address of any Branch Office(s) Located Within the City of Los Angeles: _____

Workforce in Each Los Angeles Branch Office(s): _____

Percentage of Workforce in Each Los Angeles Branch Office(s) Residing in the City of Los Angeles: _____

Total Workforce Residing in the City of Los Angeles: _____

Percentage of Total Workforce Residing in the City of Los Angeles: _____

APPENDIX C

STATEMENT OF NON-COLLUSION

STATEMENT OF NON-COLLUSION

I, _____ (name of proposer),
declare:

- 1, That I am authorized to submit this bid or proposal on behalf of
_____ (name of contractor), and,
2. That the bid is genuine, not a sham or collusive, nor is it made in the interest of, or on behalf of, any person not herein named; and no one has directly or indirectly induced or solicited any other bidder or proposer to put in a sham bid, or any other person, firm or corporation to refrain from bidding; and no one has in any manner sought by collusion to secure for himself/herself an advantage over any other bidder or proposer.

I declare under penalty of perjury that the foregoing is true and correct.

Signature

Executed this _____ day of _____, _____ at _____,
(Month) (Year) (Print Name of City)

(State)

APPENDIX D

CHILD SUPPORT OBLIGATIONS

CHILD SUPPORT OBLIGATIONS

The City of Los Angeles has adopted an ordinance requiring that all contractors and subcontractors performing work for the City comply with all reporting requirements and wage and earning assignments relative to legally mandated child support. As a result, every contract that is let, awarded, or entered into with or on behalf of the City of Los Angeles shall contain the following provision:

The Contractor(s) and any Subcontractor(s) must fully comply with all applicable State and Federal employment reporting requirements for the Contractor(s)' and any Subcontractor(s)' employees. The Contractor(s) and any Subcontractor(s) must fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with the California Family Code. The Contractor(s) and any Subcontractor(s) must certify that the principal owner(s) thereof (any person who owns an interest of 10 percent or more) are in compliance with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally. The Contractor(s) and any Subcontractor(s) must certify that such compliance will be maintained throughout the term of the contract.

Failure of the Contractor(s) and/or any Subcontractor(s) to fully comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under to contract. Failure of the Contractor(s) and/or any Subcontractor(s) or principal owner(s) thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

All Requests for Proposals, Requests for Qualifications, Invitations for Bids, advertisements for bids, and other similar documents must give notice of these provisions to those who bid on or submit proposals for prospective contracts with the City. **All bidders and proposers are required to complete the attached Certification of Compliance with Child Support Obligations. Failure to return the completed certification as part of the bid or proposal will result in the bid or proposal being deemed unresponsive and being rejected.**

City of Los Angeles

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that _____ will:
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

City/County/State _____

Date _____

Name of Business _____

Address _____

Signature of Authorized Officer or Representative _____

Print Name _____

Title _____

Telephone Number _____

APPENDIX E

SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO) AND LIVING WAGE ORDINANCE (LWO)

**CITY OF LOS ANGELES
LIVING WAGE ORDINANCE**
(Los Angeles Administrative Code Section 10.37 et seq.)

1. What is the Living Wage Ordinance?

The Living Wage Ordinance (LWO) requires employers who have agreements with the City to pay their employees at least a minimum "living wage" and to provide certain benefits. If the agreement is subject to the LWO, the employer must do the following:

- Pay employees working on the subject agreement a wage rate that is at least equal to the "living wage" rate. The "living wage" is adjusted annually and becomes effective July 1 of each year. Employers can obtain information about the living wage rate currently in effect by going to Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website at www.lacity.org/bca/OCCmain.html.
- Provide employees with at least 12 paid days off per year for sick leave, vacation, or personal necessity; and at least 10 unpaid sick days off per year.
- Tell employees who make less than \$12.00 per hour that they may qualify for the federal Earned Income Tax Credit and provide them with the forms required to apply for the credit.
- Cooperate with the City by providing access to the work site and to payroll and related documents so that the City can determine if the employer is complying with the LWO.
- Pledge to comply with federal laws prohibiting an employer from retaliating against employees for union organizing.
- Not retaliate against any employee who makes claims about non-compliance with the LWO.

2. When was the Ordinance adopted?

The LWO was adopted in May, 1997 and amended in January, 1999.

3. What types of agreements are subject to the Ordinance?

Generally, the LWO covers the following types of agreements:

- An agreement in an amount over \$25,000.00 and for at least three months in which an employer will provide services to or for the City.
- An agreement for the lease or license of City property if the service being performed on the property is something that City employees would otherwise do.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement in which the City gives financial assistance for the purpose of promoting economic development or job growth.

- An agreement in which the City determines that applying the LWO would be in the best interest of the City.

4. Is an agreement subject to the LWO if it was entered into before May, 1997?

Agreements executed after May, 1997 are subject to the LWO. An agreement entered into before May, 1997 may become subject to LWO if it is later amended or modified in order to add time or money to the original agreement.

5. Are there any requirements that would apply to an employer who does not have an agreement with City that is subject to the LWO?

All employers are required to comply with the LWO's prohibition against retaliation, even if the employer does not have an agreement with the City that is subject to the Ordinance.

6. Are all employees covered by the Ordinance?

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7. Are an employer's subcontractors subject to the requirements of the Ordinance?

A subcontractor may be covered by the Ordinance if the subcontractor performs work on the subject agreement. If so, the subcontractor must also comply with the requirements of the LWO, including all reporting requirements. The prime contractor is responsible for the making sure that the subcontractor complies with the LWO.

8. What happens if an employer is found to be in violation of the Ordinance?

Payments due may be withheld. Also, the employer may be deemed to be in material breach of the agreement. When that happens, the City may take the following steps:

- Terminate the agreement and pursue all available contractual remedies.
- Debar the employer from doing business with the City for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last.
- Bring a lawsuit against the employer for all unpaid wages and health benefit premiums and/or seek a fine of up to one hundred dollars (\$100.00) for each day the violation remains uncorrected.

9. What if a subcontractor is found to be in violation of the Ordinance?

Because the prime contractor is responsible for making sure that all its subcontractors comply with the LWO, the sanctions listed in answer #8 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

10. What can an employee do if an employer is in violation of the Ordinance?

The employee can submit a complaint to the Office Contract Compliance which will investigate the complaint. Also, the employee can bring his or her own lawsuit against the employer for:

- Back pay for failing to pay the correct wages or correct health benefit premiums.
- Reinstatement and back pay for retaliation.
- Triple the amount of the back pay that is owed if the violation was found by the court to be willful.

11. Are there any exemptions available under the Ordinance?

An employer may apply for an exemption based on the following categories:

- Service agreements that are less than 3 months or \$25,000 or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than \$471,870 (effective July 1, 2012). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

12. Who is responsible for the administration and enforcement of the Ordinance?

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway, Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to bca.eeoe@lacity.org, or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

**CITY OF LOS ANGELES
LIVING WAGE ORDINANCE
(Los Angeles Administrative Code Section 10.37 et seq.)**

1. What is the Living Wage Ordinance?

The Living Wage Ordinance (LWO) requires employers who have agreements with the City to pay their employees at least a minimum "living wage" and to provide certain benefits. If the agreement is subject to the LWO, the employer must do the following:

- Pay employees working on the subject agreement a wage rate that is at least equal to the "living wage" rate. The "living wage" is adjusted annually and becomes effective July 1 of each year. Employers can obtain information about the living wage rate currently in effect by going to Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website at www.lacity.org/bca/OCCmain.html.
- Provide employees with at least 12 paid days off per year for sick leave, vacation, or personal necessity; and at least 10 unpaid sick days off per year.
- Tell employees who make less than \$12.00 per hour that they may qualify for the federal Earned Income Tax Credit and provide them with the forms required to apply for the credit.
- Cooperate with the City by providing access to the work site and to payroll and related documents so that the City can determine if the employer is complying with the LWO.
- Pledge to comply with federal laws prohibiting an employer from retaliating against employees for union organizing.
- Not retaliate against any employee who makes claims about non-compliance with the LWO.

2. When was the Ordinance adopted?

The LWO was adopted in May, 1997 and amended in January, 1999.

3. What types of agreements are subject to the Ordinance?

Generally, the LWO covers the following types of agreements:

- An agreement in an amount over \$25,000.00 and for at least three months in which an employer will provide services to or for the City.
- An agreement for the lease or license of City property if the service being performed on the property is something that City employees would otherwise do.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement in which the City gives financial assistance for the purpose of promoting economic development or job growth.
- An agreement in which the City determines that applying the LWO would be in the best interest of the City.

4. Is an agreement subject to the LWO if it was entered into before May, 1997?

Agreements executed after May, 1997 are subject to the LWO. An agreement entered into before May, 1997 may become subject to LWO if it is later amended or modified in order to add time or money to the original agreement.

5. Are there any requirements that would apply to an employer who does not have an agreement with City that is subject to the LWO?

All employers are required to comply with the LWO's prohibition against retaliation, even if the employer does not have an agreement with the City that is subject to the Ordinance.

6. Are all employees covered by the Ordinance?

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7. Are an employer's subcontractors subject to the requirements of the Ordinance?

A subcontractor may be covered by the Ordinance if the subcontractor performs work on the subject agreement. If so, the subcontractor must also comply with the requirements of the LWO, including all reporting requirements. The prime contractor is responsible for the making sure that the subcontractor complies with the LWO.

8. What happens if an employer is found to be in violation of the Ordinance?

Payments due may be withheld. Also, the employer may be deemed to be in material breach of the agreement. When that happens, the City may take the following steps:

- Terminate the agreement and pursue all available contractual remedies.
- Debar the employer from doing business with the City for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last.
- Bring a lawsuit against the employer for all unpaid wages and health benefit premiums and/or seek a fine of up to one hundred dollars (\$100.00) for each day the violation remains uncorrected.

9. What if a subcontractor is found to be in violation of the Ordinance?

Because the prime contractor is responsible for making sure that all its subcontractors comply with the LWO, the sanctions listed in answer #8 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

10. What can an employee do if an employer is in violation of the Ordinance?

The employee can submit a complaint to the Office Contract Compliance which will investigate the complaint. Also, the employee can bring his or her own lawsuit against the employer for:

- Back pay for failing to pay the correct wages or correct health benefit premiums.
- Reinstatement and back pay for retaliation.
- Triple the amount of the back pay that is owed if the violation was found by the court to be willful.

11. Are there any exemptions available under the Ordinance?

An employer may apply for an exemption based on the following categories:

- Service agreements that are less than 3 months or \$25,000 or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than \$454, 016 (effective July 1, 2010). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

12. Who is responsible for the administration and enforcement of the Ordinance?

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway Street, Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

Living Wage Ordinance (LWO) statutory exemptions are now divided into the following three categories:

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.

1. **The following exemptions do not require OCC approval or any Contractor Certification:** Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.

- a. **Less than three months OR less than \$25,000 (LAAC 10.37.1(j)).** Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
- b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
- c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
- d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
- e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
 - (1) The assistance given in a 12-month period is below \$1,000,000 AND less than \$100,000 per year.
 - (2) The assistance is not for economic development or job growth.
- f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.

2. **The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13).** No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.

- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)).** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under.") A copy of the IRS 501(c)(3) Exemption Letter will be required.
- b. **One-person contractors with no employees (LAAC 10.37.1(f)).** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS (Continued)

3. The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.

- a. Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersedes the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
- b. Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
- c. Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small business that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than \$454,016 (adjusted July 1, 2010). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for "Small Business" Exemption (Form OCC/LW-20) and submit the application with the documents requested on that form.
- d. City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LWO-10).
 - (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
 - (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).
 - (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

LWO – OCC NON-COVERAGE/EXEMPTION APPLICATION

OCC DETERMINATION/APPROVAL REQUIRED

This application for non-coverage/exemption must be submitted by the Contractor along with its bid or proposal to the AWARDDING DEPARTMENT. Awarding Departments may also apply for an exemption for OCC approval. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

CONTRACTOR INFORMATION:

1. Company Name: _____ Phone Number: _____
2. Company Address: _____
3. Are you a Subcontractor? ☐ Yes ☐ No If YES, state the name of your Prime Contractor: _____
4. Type of Service Provided: _____

NON-COVERAGE INFORMATION:

TO BE REQUESTED BY AWARDDING DEPARTMENTS OR CONTRACTORS

| REQUEST FOR NON-COVERAGE DETERMINATION | SUPPORTING DOCUMENTATION REQUIRED |
|---|---|
| <input type="checkbox"/> Per Section 10.37.13 of the LWO, contractors may request a determination of non-coverage on any basis allowed by this article, including, but not limited to: non-coverage, for failure to satisfy definition of "City financial assistance recipient", "public lease/license", or "service contract". | A detailed memorandum explaining the basis of the request, which may include, but is not limited to: the terms of a city financial assistance agreement, purpose of the contract, location, and work performed. OCC may request further information to issue a determination. |

EXEMPTION INFORMATION:

CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:

TO BE REQUESTED BY AWARDDING DEPARTMENTS ONLY

| EXEMPTION | SUPPORTING DOCUMENTATION REQUIRED |
|---|--|
| <input type="checkbox"/> Grant Funded Services, provided that the grant funding agency indicates in writing that the provisions of the Ordinances should not apply. | Provide a copy of grant-funding agency's determination to the OCC. |

TO BE REQUESTED BY CONTRACTORS ONLY

| EXEMPTION | SUPPORTING DOCUMENTATION REQUIRED |
|---|---|
| <input type="checkbox"/> Collective bargaining agreement with supersession language - (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA. | A copy of the CBA with the superseding language clearly marked OR A letter from the union stating that the union has agreed to allow the CBA to supersede the LWO. |
| <input type="checkbox"/> Occupational license required - (LAAC 10.37.1(f)): Only the individual employees who are required to possess an Occupational license to provide services to or for the City are exempt. | A listing of the employees required to possess occupational licenses to perform services to or for the City AND Copies of each of these employees' occupational licenses. |

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Print Name of Person (Contractor) Completing This Form _____

Signature of Person (Contractor) Completing This Form _____

Title _____

Phone # _____

Date _____

ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.

AWARDDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

OCC USE ONLY:

Approved / Not Approved – Reason: _____

By OCC Analyst: _____

Date: _____

LWO -DEPARTMENTAL EXEMPTION APPLICATION

EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL

This application for exemption must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Phone Number: _____
2. Company Address: _____
3. Are you a Subcontractor? ☐ Yes ☐ No If YES, state the name of your Prime Contractor: _____
4. Type of Service Provided: _____

EXEMPTION INFORMATION:

CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:

| EXEMPTION | SUPPORTING DOCUMENTATION REQUIRED |
|---|--|
| <input type="checkbox"/> 501(c)(3) Non-Profit Organizations: <ul style="list-style-type: none"> ▪ A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee. ▪ The exemption is valid for all employees except Child Care Workers. ▪ Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits. ▪ Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under." ▪ This is read broadly so that the term would include, for example, tutors working with children 12 or under. | <ol style="list-style-type: none"> 1. ATTACH a copy of your 501(c)(3) letter from the IRS. 2. ANSWER the following questions: <ol style="list-style-type: none"> A. STATE the hourly wage of HIGHEST paid employee in the organization: \$ _____ B. STATE the hourly wage of LOWEST paid employee in the organization: \$ _____ C. MULTIPLY B by 8: \$ <u>0</u> _____ 3. Based on Question 2 above, is A less than C? <input type="checkbox"/> YES <input type="checkbox"/> NO If NO, your company is NOT eligible for an exemption. If YES, sign and submit this application for final approval. 4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? <input type="checkbox"/> YES <input type="checkbox"/> NO 5. Fill & Submit LW-18 Subcontractor Information Form. |
| <input type="checkbox"/> One-Person Contractors: Contractors that have no employees are exempt from the LWO. If you have employees in the future, you must comply with the Ordinance. | Fill and Submit the LW-18 Form. |

I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that should the entity listed above cease to qualify for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, the entity will notify the Awarding Department and the OCC of such change and comply with the LWO's wage and time off requirements.

Print Name of Person Completing This Form _____

Signature of Person Completing This Form _____

Title _____

Phone # _____

Date _____

ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

Approved / Not Approved - Reason: _____

By Analyst: _____ Date: _____

CITY OF LOS ANGELES
SERVICE CONTRACTOR WORKER RETENTION ORDINANCE
(Los Angeles Administrative Code Section 10.36 et seq.)

1. What is the Service Contractor Worker Retention Ordinance?

The Service Contractor Worker Retention Ordinance (SCWRO), effective May, 1996, requires a successor contractor and its subcontractors to retain for a 90-day period certain employees who worked for the terminated contractor or its subcontractors for at least 12 months. (See also Question #7 regarding which employees are covered.)

2. What is a successor contractor?

A successor contractor is one who has been awarded an agreement to provide services to or for the City that are similar to those that were provided under a recently terminated agreement.

3. What types of agreements are covered by the Ordinance?

The SCWRO covers the following types of agreements:

- For services in an amount over \$25,000.00 and for at least three months.
- In which the primary purpose is to provide services to or for the City (including leases and licenses).
- In which the City provides financial assistance for the purpose of promoting economic development or job growth.

4. What does the Ordinance require a terminated contractor to do?

The SCWRO requires the terminated contractor to provide the awarding authority with the names, addresses, dates of hire, hourly wage, and job classes of each employee who worked on the City agreement for that terminated contractor or its subcontractor. The awarding authority will provide the information to the successor contractor.

5. What does the Ordinance require a successor contractor to do?

The Ordinance requires the successor contractor to:

- Offer employment and retain for a 90-day period the employees who worked for at least 12 months for the terminated contractor or its subcontractors.
- Not discharge the employees retained under the SCWRO without cause during the 90-day period.
- Perform a written performance evaluation of each employee retained under the SCWRO at the end of the 90-day period.

6. Do the employees retained under the Ordinance receive any additional protection?

Employees retained under the SCWRO are employed under the terms and conditions of the successor contractor or as required by law. However, if the agreement the employees are working under is subject to Living Wage Ordinance (LWO), the employees must be paid the wage rate and be provided the benefits required by LWO.

7. Does the successor contractor have to retain all the prior contractor's employees?

The SCWRO covers only employees who meet all of the following requirements:

- Earn less than \$15.00 per hour.
- Primary job is in the City working on or under the City agreement.
- Worked for the terminated contractor or its subcontractor for the preceding 12 months or longer.
- Not a managerial, supervisory, or confidential employee; or an employee required to possess an occupational license.

8. What if the successor contractor determines that fewer employees are required to provide the services than were required by the prior contractor?

The names of the affected employees will be placed in order by seniority within each job classification. The successor contractor is required to retain employees based on seniority. The names of employees not retained will be placed on a preferential hiring list from which the successor contractor must use for subsequent hires.

9. What happens if an employee is discharged in violation of the Ordinance?

The employee may bring a lawsuit against the successor contractor. The employee can also submit a complaint to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance which will investigate the complaint.

10. What if a contractor is found to be in violation of the Ordinance?

The City may terminate the agreement or pursue other legal remedies.

11. Who is responsible for administering and enforcing the Ordinance?

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, or go to the Office of Contract Compliance web site at <http://bca.lacity.org>.

APPENDIX F

EQUAL BENEFITS ORDINANCE (EBO)

CITY OF LOS ANGELES
EQUAL BENEFITS ORDINANCE
(Los Angeles Administrative Code Section 10.8.2.1)

1. What is the Equal Benefits Ordinance?

The Equal Benefits Ordinance (EBO) requires that City contractors who provide benefits to employees with spouses must provide the same benefits to employees with domestic partners.

2. What types of agreements are covered by the Ordinance?

The Ordinance covers any City agreement over \$5,000. This includes agreements for grants, services, the purchase of goods, construction, and leases.

3. When does the Ordinance become applicable?

The original Ordinance became effective on January 1, 2000. The original Ordinance was applicable mostly to service contracts and leases of City property. However, in February 2003, the Ordinance was amended to also cover competitively bid contracts such as construction and procurement contracts. Because of the amendment, the Ordinance applies to competitively bid contracts amended after April 1, 2003 and competitive bids released after May 1, 2003.

4. Are agreements entered into before the effective date of the Ordinance affected?

In general, agreements executed prior to January 1, 2000 become subject to the Ordinance if they are amended, modified, or renewed after January 1, 2000. For competitively bid agreements, the Ordinance becomes applicable if they are amended, modified, or renewed after April 1, 2003. At the time of amendment, modification, or renewal, the awarding authority must incorporate the requirements of the Ordinance into the agreement.

5. Who is covered by the Ordinance?

The Ordinance applies to the following:

- Any contractor that has an agreement with the City.
- All City contractor's other operations located within the City limits, even if those operations are not involved in the City agreement.
- Any of the contractor's operations if it is on property owned by the City, or on property that the City has a right to occupy.
- The contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the subject City agreement.

6. What is a covered contractor required to do under the Ordinance?

The Ordinance requires the contractor to:

- Certify that equal benefits will be provided to employees with spouses and to employees with domestic partners.
- Post a copy of the following statement in an area frequented by employees: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."
- Allow the City access to records so that the City can verify compliance with the Ordinance.

7. Are subcontractors also covered?

This depends on when the prime contractor's agreement with the City became subject to the Ordinance. If the prime contractor's agreement with the City became subject to the EBO between January 1, 2000 and March 31, 2003, subcontractors working on the agreement are subject to the requirements of the EBO. If the prime contractor's agreement with the City became subject to the EBO after April 1, 2003, subcontractors working on the agreement are not subject to the EBO.

8. What benefits are included?

The Ordinance applies to all benefits offered by an employer. This includes, for example, bereavement leave, family medical leave, medical, dental, and vision benefits, membership or membership discounts, moving expenses, travel and relocation benefits, and retirement plans.

9. How does the Ordinance define a "domestic partner"?

"Domestic partner" means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the Domestic Partners.

10. What if the actual cost to a contractor of providing a benefit to an employee's domestic partner is more than the cost of providing the benefit to an employee's spouse?

In that case, the contractor may require that the benefit will be provided to the employee's domestic partner only if the employee agrees to pay for the extra cost of the benefit. The contractor may do the same if the actual cost to the employer of providing a benefit to an employee's spouse is more than the cost of providing the benefit to an employee's domestic partner.

11. What happens if a contractor is found to be in violation of the Ordinance?

The City may take the following steps:

- The contractor may be deemed to be in material breach of the City agreement.
- The agreement may be canceled, terminated, or suspended, in whole or in part.
- The City may also retain money due to the contractor
- The contractor may be deemed a non-responsible bidder and disqualified from contracting with the City under the Contractor Responsibility Ordinance.
- The City may pursue other legal remedies.

12. What happens if a subcontractor is found to be in violation of the Ordinance?

Because the contractor is responsible for making sure that all its subject subcontractors comply with the Ordinance, the enforcement actions listed in the previous answer may be applied to the contractor if the subcontractor is found to be in violation. See the response to question number seven regarding which subcontractors are subject to the EBO.

13. Are there any exceptions or waivers to the Ordinance?

An awarding authority may apply to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) for a waiver in the following situations:

- The contractor is the only provider of a needed good or service.
- The contractor is the only bidder or contractor willing to enter into an agreement with the City for use of City property.
- The agreement is necessary to respond to an emergency situation that endangers the public health or safety, and no contractor that complies with the law is immediately available.
- The agreement involves specialized litigation as certified by the City Attorney's Office.
- The contractor is a public entity providing a good, service, or access to real property that is not available from any other source.
- The contractor is a public entity and the good or service is necessary to serve a substantial public interest
- The application of the Ordinance would conflict with the terms or conditions of a grant agreement with a public agency.
- The agreement is essential to the City or the City's residents and no other contractor that complies with the Ordinance is available.
- The agreement is for a bulk purchasing agreement through City, federal, state, or regional entities that reduce the City's purchasing cost.
- The agreement involves the investment of certain types of monies, or instances in which the City will incur a financial loss that would violate the Treasurer's or City Administrative Officer's fiduciary duties.

14. What if a contractor is subject to a collective bargaining agreement?

The Ordinance does not apply to a collective bargaining agreement (CBA) that was in effect prior to the Ordinance becoming applicable to the Contractor. However, in order to contract with the City, the contractor must certify that if the CBA is subsequently amended, extended, or otherwise modified, the contractor will propose to the union that the requirements of the Ordinance be incorporated into the CBA. Upon request, the contractor must verify for the City the steps taken to come into compliance with the EBO.

15. Who is responsible for administering and enforcing the requirements of the Ordinance?

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015. For additional information, please call (213) 847-2632, or go to the OCC website at www.lacity.org/bca.

16. Where can a domestic partnership be registered?

Many governmental agencies offer domestic partnership registries. Two local governmental entities that offer such registries include the County of Los Angeles and the City of West Hollywood.

Los Angeles County

Couples may file a Statement of Domestic Partnership with the Los Angeles County Department of Registrar-Recorder/County Clerk. The County registry is available to same sex and different sex couples. Couples must both be 18 years of age or older and at least one partner must reside or work within Los Angeles County.

For additional information, contact the Registrar-Recorder/County Clerk at (562) 462-2060. The Los Angeles County Department of Registrar-Recorder/County Clerk webpage at <http://regrec.co.la.ca.us/scripts/partnership.htm> contains information on where to file a Statement of Domestic Partnership and forms that can be downloaded.

City of West Hollywood

Couples may apply for Domestic Partnership registration with City of West Hollywood's Office of the City Clerk. The City of West Hollywood registry is available to couples of the same and different sex. The couple need not work in nor reside in West Hollywood to register.

For additional information, couples may contact the City of West Hollywood's Office of the City Clerk at (323) 848-6332. The City of West Hollywood's website at www.weho.org contains information on Domestic Partnership status and forms that can be downloaded.

EQUAL BENEFITS ORDINANCE STATUTORY WAIVERS

Departments requesting a waiver from the Equal Benefits Ordinance (EBO) under Section 10. 8.2.1(i)(1) must submit the request on the Awarding Authority Request for Waiver Form (Form OCC/EBO-4). Upon receipt of the request for waiver, the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) will issue a determination. The following provides a brief summary of the waivers that currently exist under the EBO. Departments should always refer to the provisions of the Ordinance itself for details.

1. **10.8.2.1(i)(1)(a)**
Sole Willing Contractor Only one prospective contractor is willing to enter into a contract with the City for use of the City property on the terms and conditions established in the City contract.
2. **10.8.2.1(i)(1)(b)**
Sole Source The contract (1) is for needed goods, services, construction services, or interest in or right to use real property that (2) is available from only one prospective contractor, and (3) the prospective contractor is otherwise qualified and acceptable to the City.
4. **10.8.2.1(i)(1)(c)**
Emergency The contract (1) is necessary to respond to an emergency that (2) endangers the public health or safety and (3) no entity that is capable of responding to the emergency is immediately available.
5. **10.8.2.1(i)(1)(d)**
Specialized Litigation The contract (1) involves specialized litigation requirements such that (2) it would be in the best interest of the City to waive the requirements of the EBO. The City Attorney must certify in writing that the above conditions exist.
6. **10.8.2.1(i)(1)(e)**
Public Entity The contract (1) is with a public entity, (2) for goods, services, construction services, or interest in or right to use real property and (3) is either (a) not available from another source, or (b) necessary to serve a substantial public interest.
7. **10.8.2.1(i)(1)(f)**
Grant Funding The contract (1) involves a grant from a public agency, and (2) the requirements of the EBO would violate or be inconsistent with the terms, conditions, or instructions of the public agency providing the grant, and (3) the awarding authority has made a good faith attempt to change the terms or conditions of the grant so that the EBO can be applied.
8. **10.8.2.1(i)(1)(g)**
Essential Services The contract (1) is for goods, a service, or a project that (2) is essential to the City or City residents, and (3) there are no qualified responsive bidders or prospective contractors who could be certified as being in compliance.
9. **10.8.2.1(i)(1)(h)**
Bulk purchasing arrangements The contract (1) involves bulk purchasing arrangements (2) through City, federal, state, or regional entities, that (3) reduces the City's purchasing costs and (4) would be in the best interest of the City.

EQUAL BENEFITS ORDINANCE STATUTORY WAIVERS

The following types of Contracts are not subject to the Equal Benefits Ordinance and do not require OCC approval for waivers from the Ordinance.

- 10. 10.8.2.1(i)(2)(a)** The contract involves the investment of trust monies, bond proceeds or
Investment of agreements relating to the management of these funds, indentures, security
City monies enhancement agreements (including but not limited to, liquidity agreements,
letters of credit, bond insurance) for City tax-exempt and taxable financings,
deposits of City's surplus funds in financial institutions, the investment of City
monies in competitively bid investment agreements, the investment of City
monies in securities permitted under the California State Government Code
and/or the City's investment policy, investment agreements, repurchase
agreements, City monies invested in U.S. government securities or pre-
existing investment agreements.
- 11. 10.8.2.1(i)(2)(b)** The contract involves City monies that the Treasure or the City Administrative
Certain Financial Officer finds that either (a) no person or financial entity doing business in the
Transactions City that is in compliance with the Ordinance is capable of performing the
Involving City desired transactions; or (b) the City will incur a financial loss or forego a
Money financial benefit which in the opinion of the Treasurer or City Administrative
Officer would violate his or her fiduciary duties.
- 12. 10.8.2.1(i)(3)** The contract is for a gift to the City.
Gifts to the City

EBO WAIVER

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-2625 – E-mail: bca.eeoe@lacity.org

EQUAL BENEFITS ORDINANCE AWARDING AUTHORITY REQUEST FOR WAIVER

Company Name: _____ BAVN ID #: _____
Company Address: _____
City: _____ State: _____ Zip: _____ Fed. ID/SS# _____
Phone: _____
Contract Number (if available): _____
Contract Term – Start Date: _____ End Date: _____
Contract Amount: _____
Type of Service: _____

SECTION 1. BASIS FOR REQUEST FOR WAIVER FROM EQUAL BENEFITS ORDINANCE

List all code section(s) on which this request for waiver is based. Cite all sections that may apply.

SECTION 2. REASON FOR WAIVER

Attach a memorandum detailing:

- (1) Why the waiver is being requested.
- (2) The facts and circumstances that support your determination that the contract meets all the criteria required in the code section(s) listed above.
- (3) The steps taken to find an entity that complies with the Equal Benefits Ordinance (EBO).

SECTION 3. SUBMIT REQUEST FOR WAIVER

Submit this request for waiver and all documentation to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) at the address referenced above. The OCC will make a determination within seven (7) working days of receipt of a request for waiver and all supporting documentation.

Name of contact person: _____ Title: _____
Department: _____ Phone: _____
Signature: _____ Date: _____

An approved waiver is valid only for the contract for which it was requested. It is not valid for any other contracts the contractor may have with the City.

| FOR OCC USE ONLY | |
|---|-------------|
| ____ Not Approved. (See attached memorandum for explanation.) | |
| ____ Approved based on code section(s): _____ | |
| Analyst: _____ | Date: _____ |

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-2625 - Fax: (213) 847-2777

DOCUMENTATION TO VERIFY COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 2 of the Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1) requires that you submit supporting documentation to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance to verify that all benefits marked in your response(s) are offered in a nondiscriminatory manner. This list is intended to be used only as a guide for the type of documentation needed.

Health, Dental, Vision Insurance: A statement from your insurance provider that spouses and domestic partners receive equal coverage in your medical plan. This may be in a letter from your insurance provider or reflected in the eligibility section of your official insurance plan document. Note that "domestic partner" includes same-sex as well as different-sex partners so that the definition of "domestic partner" contained in the plan document must include different-sex partners.

Pension (including 401k plans): Documentation should indicate that participating employees may designate a beneficiary to receive the amount payable upon the death of the employee.

Bereavement Leave: Your bereavement leave or funeral leave policy indicating the benefit is offered equally. If your policy allows employees time off from work because of the death of a spouse, it should also allow for time off because of the death of a domestic partner. If the policy allows time off for the death of a parent-in-law or other relative of a spouse, it must include time off for the death of a domestic partner's equivalent relative.

Family Leave: Your company's Family and Medical Leave Act policy. All companies with 50 or more employees must offer this benefit. Your policy should indicate that employees may take leave because of the serious medical condition of their spouse or domestic partner.

Parental Leave: Your company's policy indicating that employees may take leave for the birth or adoption of a child. If leave is available for step-children (the spouse's child) then leave should also be made available for the child of a domestic partner.

Employee Assistance Program (EAP): The benefit typically refers to programs that allow employees and their family members access to counselors who provide short-term counseling and referrals to assist in dealing with issues such as family problems, addiction, and financial and legal difficulties. Your company's EAP policy must confirm that spouses, domestic partners and their parents and children are equally eligible (or ineligible) for such benefits. If provided through a third party, a statement from the third party provider regarding eligibility is required.

Relocation & Travel: Your company's policy confirming that expenses for travel or relocation will be paid on the same basis for spouses and domestic partners of employees.

Company Discounts, Facilities & Events: Your company's policy confirming that to the extent discounts, facilities (such as a gym) and events (such as a company holiday party) are equally available to spouses and domestic partners of employees.

Credit Union: Documentation from the credit union indicating that spouses and domestic partners have equal access to credit union services.

Child Care: Documentation that the children of spouses (step-children) and children of domestic partners have equal access to child care services.

Other Benefits: Documentation of any other benefits listed to indicate that they are offered equally.

APPENDIX G

CONTRACTOR RESPONSIBILITY ORDINANCE (CRO)

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Los Angeles Police Department

Awarding City Department

Contract Number

CITY OF LOS ANGELES RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

Los Angeles Police Department

City Department/Division Awarding Contract

City Contact Person

Phone

City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

Bidder/Proposer Business Name

Street Address

City

State

Zip

Contact Person, Title

Phone

Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- ☐ An initial submission of a completed Questionnaire.
- ☐ An update of a prior Questionnaire dated ____/____/____.
- ☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Print Name, Title

Signature

Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☐ **Corporation:** Date incorporated: ____/____/____ State of incorporation: ____

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

☐ **Limited Liability Company:** Date of formation: ____/____/____ State of formation: ____

List members who own 5% or more of the company. Use Attachment A if more space is needed.

☐ **Partnership:** Date formed: ____/____/____ State of formation: ____

List all partners in your firm. Use Attachment A if more space is needed.

☐ **Sole Proprietorship:** Date started: ____/____/____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

☐ **Joint Venture:** Date formed: ____/____/____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

☐ Yes ☐ No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

☐ Yes ☐ No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

☐ Yes ☐ No

If **Yes**, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

☐ Yes ☐ No

If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? _____ Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☐ Yes ☐ No

If Yes, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

☐ Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ Yes ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

☐ Yes ☐ No

(b) Work performance on a contract?

☐ Yes ☐ No

(c) Employment-related litigation brought by an employee?

☐ Yes ☐ No

14. Does your firm have any outstanding judgements pending against it?

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

SERVICE

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check **Yes** to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

- (a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☐ No

- (b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☐ No

- (c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☐ No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Print Name, Title

Signature

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES**California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

California's Department of Justice**LOCAL ENTITIES**

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

APPENDIX H

SLAVERY DISCLOSURE ORDINANCE (SDO)

SDO EXEMPTION

CITY OF LOS ANGELES

Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance
1149 S. Broadway, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org

SLAVERY DISCLOSURE ORDINANCE (SDO) REQUEST FOR EXEMPTION

All agreements are subject to the SDO unless otherwise exempted. If the Awarding Authority believes that a contract should be exempted because of exigent circumstances or because the contract involves proprietary goods/services that are available only from a single source, an exemption application must be submitted. **The exemption MUST be approved by the Office of Contract Compliance, Equal Employment Opportunities Enforcement Section prior to contract execution, and Awarding Authorities MUST submit a memorandum explaining why the exemption is justified.**

Section 1: Awarding Department

| | |
|-------------------------|--------|
| Name of contact person: | Title: |
| Department: | Phone: |
| Signature: | Date: |

Section 2: Contractor and Contract Information

| | | |
|------------------|--------------------|---------|
| Company Name: | BAVN Company ID #: | |
| Company Address: | Federal ID #: | |
| City: | State: | Zip: |
| Purpose | BAVN Contract ID: | |
| Start Date: | End Date: | Amount: |

Section 3: Basis for Exemption – Check one. A memorandum must be attached explaining why exemption is justified.

☐ The contract is for the furnishing of articles covered by letters patent granted by the government of the United States or the goods or services are proprietary or only available from a single source.

☐ The City would suffer a financial loss or that City operations would be adversely impacted unless exempted.

OCC USE ONLY

| | |
|--------------------|--|
| Approved: _____ | Not Approved. (See attached memorandum.) _____ |
| OCC Analyst: _____ | Date: _____ |

THE FOLLOWING ARE STATUTORILY EXEMPT AND DO NOT REQUIRE OCC APPROVAL

☐ Contracts relating to: (a) the investment of City trust moneys or bond proceeds; (b) Pension funds; (c) Indentures, security enhancement agreements for City tax-exempt and taxable financings; (d) Deposits of City surplus funds in financial institutions; (e) The investment of City moneys in securities permitted under the California State Government Code and/or the City's investment policy; (f) Investment agreements, whether competitively bid or not; (g) Repurchase agreements; and (h) City moneys invested in United States government securities.

☐ Contracts involving City moneys in which the Treasurer or the City Administrative Officer finds that the City will incur a financial loss or forego a financial benefit, and which in the opinion of the Treasurer or the City Administrative Officer would violate his or her fiduciary duties.

☐ Grant funded Contracts if the application of this article would violate or be inconsistent with the terms or conditions of a grant or Contract with an agency of the United States, the State of California or the instruction of an authorized representative of any of those agencies with respect to any grant or Contract.

☐ Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of one of these entities, or a public or quasi-public corporation located in the United States and declared by law to have a public status.

☐ Contracts with any Company that has been designated as a non-profit organization pursuant to the United States Internal Revenue Code Section 501(c)(3).

☐ Contracts entered into pursuant to Charter Section 371(e)(5) as approved by Council.

☐ Contracts entered into pursuant to Charter Section 371(e)(6) as approved by Council.

☐ Contracts entered into pursuant to Charter Section 371(e)(7).

APPENDIX I

BUSINESS INCLUSION PROGRAM (BIP) REQUIREMENTS

**CITY OF LOS ANGELES BUSINESS INCLUSION PROGRAM (BIP)
FOR A REQUEST FOR PROPOSAL (RFP)**

Performance of a BIP outreach to Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE), and Other Business Enterprises (OBE) subconsultants must be completed on the Business Assistance Virtual Network (BAVN), www.labavn.org.

All BIP outreach documentation must be submitted on the BAVN by 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline.

The [enter Department Name] anticipated levels of

| | |
|---------------------|----------------|
| MBE Participation: | <u> ? </u> % |
| WBE Participation: | <u> ? </u> % |
| SBE Participation: | <u> ? </u> % |
| EBE Participation: | <u> ? </u> % |
| DVBE Participation: | <u> ? </u> % |

NOTE: BIP outreach information and/or assistance may be obtained through [enter Department contact name and information].

**CITY OF LOS ANGELES' POLICY
BUSINESS INCLUSION PROGRAM (BIP) FOR A REQUEST FOR PROPOSAL (RFP)**

SUMMARY

This policy sets forth the City of Los Angeles' rules and procedures to be followed by respondents on advertised personal services contracts in regards to the City's BIP outreach requirements. In general, this policy provides that respondents for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Failure to demonstrate an outreach on the BAVN to comply with the indicators will render the bid non-responsive.

A. GENERAL

This policy statement explains how the City's BIP will be administered within the Awarding Authority for personal services contracts. The Awarding Authority is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other businesses in the provision of all goods and services to the Department on a contractual basis. The BIP is set forth in this policy Statement. Respondents to the Awarding Authority shall be fully informed concerning the requirements of this Program. **Failure to comply with the City's BIP outreach requirements will render the response non-responsive and result in its rejection.**

B. DEFINITIONS

1. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
 - a. A business that is at least 51 percent owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and
 - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. Small Business Enterprise (SBE): For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
 - a. A business (personal or professional services, manufacturer, supplier, vendor) whose three (3) year average annual gross revenues does not exceed \$7 million.
 - b. A business (construction contractors) whose three (3) year average annual gross revenues does not exceed \$14 million.
3. Emerging Business Enterprise (EBE): For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenues does not exceed \$3.5 million.
4. Disabled Veteran Business Enterprise (DVBE): For the purpose of this program,

Disabled Veteran Business Enterprise shall mean a business enterprise that meets the following criteria:

- a. A business that is at least 51 percent owned by one or more disabled veterans.
 - b. A business whose daily business operations must be managed and controlled by one or more disabled veterans.
5. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.
 6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
 7. Disabled Veteran: For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
 8. Certification must be current **on the date the Awarding Authority awards a contract for the project** if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.
 - a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); 3) Los Angeles County Metropolitan Transportation Authority (Metro); 4) Southern California Minority Business Development Council (SCMBDC) for MBE certifications only; or 5) any certifying agency that is a part of the State of California Unified Certification Program (CUCP) so long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements.

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

- 1) City of Los Angeles
Bureau of Contract Administration, Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Telephone: (213) 847-2684 FAX: (213) 847-2777
Internet address: <http://www.lacity.org/BCA>
- 2) CalTrans

Caltrans Division of Procurement and Contracts/Material and
Distribution Branch/Publication Unit
1900 Royal Oaks Drive, Sacramento, CA 95815
To order a directory, call (916) 445-3520
Internet address: <http://www.dot.ca.gov/hq/bep/>

3) Los Angeles County Metropolitan Transportation Authority
Equal Opportunity Department
1 Gateway Plaza, Los Angeles, CA 90012
Telephone: (213) 922-2600 FAX: (213) 922-7660
Internet address: <http://www.mta.net>

4) Southern California Minority Business Development Council, Inc. (for a fee)
800 W. 6th Street, Suite 850, Los Angeles, CA 90017
Telephone: (213) 689-6960 Fax: (213) 689-1707
Internet address: <http://www.scmdbdc.org>

- b. Certification as a Small or Emerging Business Enterprise: An SBE or EBE firm must be certified by either: 1) City of Los Angeles, Bureau of Contract Administration; or 2) State of California, Office of Small Business & Disabled Veterans Business Enterprise Services so long as the certification meets all of the City of Los Angeles' SBE or EBE certification criteria. Note: The State of California does not offer EBE certifications. For the purposes of this program, the State's Microbusiness certification will be considered synonymous with the City's EBE certification.
- c. Certification as a Disabled Veteran Business Enterprise: A DVBE must be certified by State of California, Office of Small Business & Disabled Veterans Business Enterprise Services.

- 9. Business Inclusion Program Outreach Documentation: The respondent must take affirmative steps prior to submission of their RFP response to ensure that a maximum effort is made to recruit subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach Documentation are outlined in Paragraph C herein. The BIP Outreach Documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach Documentation will render the response non-responsive.
- 10. Subcontract: For the purpose of this program, the term "Subcontract" denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion(s) of the work which the prime Consultant has obligated itself.
- 11. Subconsultant: An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as

a subcontractor.

12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, DVBE.
 - a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date the Awarding Authority awards a contract for the project before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.
 - b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be a consideration when determining a prime consultant's BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels through subconsulting or materials and supplies acquisition.
 - c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
 - d. MBE, WBE, SBE, EBE, and/or DVBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
 - e. A firm which qualifies as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE and/or DVBE credit if so qualified.

- f. A listed MBE, WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.
- g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
- h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

C. BIP OUTREACH DOCUMENTATION

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on city staff and RFP respondents alike, the Mayor's Office has developed a Business Inclusion Program (BIP). The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and department's achievement of its annual goals. A respondent's BIP Outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by their compliance with the following BIP Outreach process which will be performed on the City's Business Assistance Virtual Network (BAVN). The BAVN can be accessed by going to the City's Webpage (<http://www.lacity.org>) and linking onto "Bids, RFPs & Grants" or directly at www.labavn.org. Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not by itself be the basis for disqualification or determination of noncompliance with this policy. **However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFP response non-responsive and will result in its rejection.** *Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels.* Adequacy of a bidder's BIP Outreach will be determined by the Awarding Authority after consideration of the indicators of BIP Outreach as set forth below.

Any technical difficulties while utilizing the BAVN should be reported immediately using the following steps:

1. Email BAVN Support at ITA.BAVN@lacity.org.
2. Email [enter Department contact name and e-mail address].
3. If you are not contacted within 15 minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call [enter Department contact name and phone number].

If the above procedures are not followed as stipulated, incomplete outreach and/or incomplete documentation may not be accepted.

Each indicator (2-7) is evaluated on a pass/fail basis. All indicators (2-7) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the bidders name will be evaluated. Therefore submission by a third party will result in the bidder being deemed non-responsive.

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| 1 | LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION |
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The proposer has performed a BIP Outreach in an attempt to obtain potential subconsultant participation by MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs which could be expected by the Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE and DVBE anticipated percentages set forth on Page 1 herein and to have the proposer meet the subconsulting expectations for the project.

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| 2 | ATTENDED PRE-BID MEETING |
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The proposer attended the pre-proposal meeting scheduled by the Project Manager to inform all proposers of the requirements for the project for which the contract will be awarded. This requirement may be waived if the proposer certifies it is informed as to those project requirements and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months.

Required Documentation: An employee of the proposer's company must attend the pre-submittal meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-submittal meeting attendance roster. This requirement will be waived if the proposer both certifies in writing that it is informed as to the BIP Outreach requirements for the project and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months as is evidenced by the event attendance documents.

Note: If the RFP states that the pre-submittal meeting is mandatory, then attendance at the pre-submittal meeting is the only way to pass this indicator.

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| 3 | SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS |
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The proposer has identified the minimum number, as determined by the Awarding Authority, of specific items of work that will be performed by subconsultants. This will ensure an opportunity for subconsultant participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

Required Documentation: Outreach via e-mail in the selected potential work items. This outreach must be performed using the BAVN's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE, DVBE, and OBE subconsultants who are currently registered on the BAVN. Failure of the proposer to outreach in all of the potential work items selected by the City as potential subconsulting work items may result in the RFP response being deemed non-responsive.

Note: City staff will access the BAVN and verify compliance with this indicator after the RFP

submission deadline.

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| 4 | WRITTEN NOTICES TO SUBCONSULTANTS |
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All notifications must be provided utilizing BAVN, and made not less than **fifteen (15) calendar days** prior to the date the Prime Bid/Proposal is required to be submitted. In all instances, proposers must document that invitations for subcontracting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each item of work to be performed.

Required Documentation: E-mail notification in each of the selected potential work items to potentially available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each anticipated work item to be performed. The notification must be performed using the BAVN's BIP Outreach system. The notification must be to potential subconsultants currently registered on the BAVN. If the proposer is aware of a potential subconsultant that is not currently registered on the BAVN, it is the proposer's responsibility to encourage the potential subconsultant to become registered so that the proposer can include them as part of their outreach. Notifications must contain areas of work anticipated to be subconsulted, City of Los Angeles project name, name of the proposer, and contact person's name, address, and telephone number. Proposers are required to send notifications to a sufficient number of firms comprised of MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs in each potential work item chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subconsultants in each specific work item.

The City will determine each work area by the North American Industry Classification System (NAICS) code. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE and OBE subcontractors that need to be notified for each work area.

| # of Subcontractors in NAICS Code | % Prime Must Notify | Number Prime Must Notify |
|-----------------------------------|---------------------|--------------------------|
| 1-10 | 100% | 1-10 |
| 11-20 | 80% | 9-16 |
| 21-50 | 60% | 13-30 |
| 51-100 | 40% | 21-40 |
| 101-200 | 25% | 26-50 |
| >200 | 10% | 20+ |

A proposer's failure to utilize this notification function will result in their RFP response being deemed non-responsive.

Note: Proposers will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. In utilizing the BAVN's notification function, proposers will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording is perceived to seriously limit potential subconsultant

responses. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline. Proposers are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress.

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| 5 | PLANS, SPECIFICATIONS AND REQUIREMENTS |
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The proposer provided interested potential subconsultants with information about the availability of plans, specifications, and requirements for the selected subconsulting work.

Required Documentation: Include in Indicator 4, information detailing how, where and when the proposer will make the required information available to interested potential subconsultants. The notification must be performed using the BAVN's BIP Outreach system.

Note: For purposes of RFPs, making a copy of the RFP available to potential subconsultants will meet this requirement. At the time a proposer utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline.

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| 6 | NEGOTIATED IN GOOD FAITH |
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The proposer has responded to every unsolicited offer sent by a Registered Subcontractor using BAVN and has evaluated in good faith bids or proposals submitted by interested MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Proposers must not unjustifiably reject as unsatisfactory a bid or proposal offered by a Registered Subcontractor, as determined by the Awarding Authority. The proposer must submit a list of all subcontractors for each item of work, including dollar amounts of potential work for MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, and a copy of any and all bids or proposals received. This list must include an explanation of the evaluation that lead to the bid or proposal being rejected and the explanation must have been communicated to the subcontractor using BAVN.

Required Documentation:

- a) Schedule A MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants Information Form;
- b) An online Summary Sheet organized by work area, listing the following:
 - 1) The responses and/or bids received;
 - 2) The name of the subconsultant who submitted the bid/quote;
 - 3) A brief reason given for selection/non-selection as a subconsultant;
- c) Copies of all potential MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted prior to award of a contract by the City;

The reasons for selection/non-selection should be included in the notes section of the online Summary Sheet. If the proposer elects to perform a listed work area with its own forces, they must include a bid/quote for comparison purposes and an explanation must be provided and included on the summary sheet. **All bids/quotes received, regardless of whether or not the proposer outreached to the subconsultant, must be submitted and included on the on-line Summary**

Sheet. To that extent, the City expects the proposer to submit a bid from each subconsultant listed on the online Summary Sheet, including those listed on the proposer's Schedule A. **All potential subcontractors with whom the bidder has had contact outside of the BAVN must be documented on the online Summary Sheet.**

The summary sheet must be performed using the BAVN's BIP Outreach system and must be submitted by 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline. If a bid/quote is submitted by a firm that is not registered with the BAVN, the proposer is required to add that firm to their summary sheet. A proposer's failure to utilize the BAVN's summary sheet function will result in their RFP response being deemed non-responsive.

Note: Staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation process. Proposers must have a bid/quote from each potential subconsultant listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Proposers are encouraged to submit all of their bids/quotes with their RFP response submittal. Proposers will not be able to edit their summary sheet on the BAVN's BIP Outreach summary sheet function after 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline. City staff will access the BAVN and verify compliance with the summary sheet provision of this indicator after the RFP submission deadline. Proposers are required to have each of the subconsultants on their Schedule A registered on the BAVN prior to being awarded the contract.

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| BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE |
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Each notification by the proposer shall also include an offer of assistance to interested potential MBEs, WBEs, SBEs, EBEs, DVBES, and OBEs in obtaining bonds, lines of credit, and insurance required by the Awarding Authority or proposer.

Required Documentation: Include in Indicator 4, information about the proposer's efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the BAVN's BIP Outreach system.

Note: At the time a proposer utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording seriously limits potential subconsultant responses or is deemed contrary to the intent of this indicator. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline.

The proposer shall submit completed BIP Outreach documentation either via the BAVN's BIP Outreach system or prior to award, as specified for each indicator. The Awarding Authority in its review of the BIP Outreach documentation may request additional information to validate and/or clarify that the BIP Outreach submission was adequate. Any additional information submitted after the response due date and time will be treated at a higher level of scrutiny and may require third Party documentation in order to substantiate its authenticity. Such information shall be

submitted promptly upon request by the Awarding Authority.

D. AWARD OF CONTRACT

The Awarding Authority reserves the right to reject any and all RFP responses. The award of a contract will be to the responsive, responsible proposer whose proposal complies with all requirements prescribed herein. This includes compliance with the required Business Inclusion Program Outreach. A positive and adequate demonstration to the satisfaction of the Awarding Authority that a BIP Outreach to include MBE/WBE/SBE/EBE/DVBE/OBE subconsultants' participation was made is a condition for eligibility for award of the contract.

In the event that the Awarding Authority considers awarding away from a proposer because of the proposer's failure to supply adequate BIP Outreach documentation, the Awarding Authority shall afford the proposer an opportunity to present further evidence to the Awarding Authority prior to a public hearing of the proposer's BIP Outreach evaluation.

E. SUBCONSULTANT SUBSTITUTION

In addition to the requirements set forth in the provisions pertaining to the listing of subconsultants, the following shall apply for the purpose of this program:

1. Substitution During Contract Duration: The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
 - a. The Consultant shall request approval of the Awarding Authority for all substitutions of bid-listed (Schedule A) subconsultants.
 - b. The request shall be in writing and submitted to the designated Project Manager for the Awarding Authority. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.
2. MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution: The Awarding Authority requires that whenever the Consultant seeks to substitute a bid-listed (Schedule A) subconsultant, the Consultant must make a BIP Outreach to replace the subconsultant.
 - a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade for which sub-bid/subconsulting work is available and document the following for submittal:
 1. Name of company contacted; contact person and telephone number; date and time of contact.
 2. Response for each item of work which was solicited, including dollar amounts.
 3. Reason for selection or rejection of sub-bid prospect.

4. In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects for each trade, the Consultant should contact the Office of Contract Compliance at (213) 847-2684 for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.

I. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:

- a) The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
- b) The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
- c. The Consultant shall submit all documentation to the Awarding Authority's Project Manager.

F. SUB-AGREEMENT FALSIFICATION

Falsification or misrepresentation of a sub-agreement as to company name, contract amount and/or actual work to be done by the sub-bidder/subconsultant will result in sanctions set forth in provisions pertaining to listing of subconsultants.

G. SUBMITTAL DOCUMENTS

1. MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A)

Proposers shall submit with their proposal the MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form, provided here in as Schedule A. The proposer shall list itself and the names and addresses of all firms to be used with a complete description of work or supplies to be provided by each, and the description of work to be performed.

2. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B)

During the term of the contract, the consultant must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting an invoice to the City.

3. Final Subcontracting Report (Schedule C)

Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form (Schedule C) and certified correct by the consultant or its authorized representative. The completed form shall be furnished to the Awarding Authority within 15 working days after completion of the contract.

H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING

The Awarding Authority which acts as the City's Project Manager for the resulting contract will be the responsible entity for proper implementation and monitoring of the policy.

I. AWARD OF CONTRACT

Nothing herein restricts the discretion of the Awarding Authority to reject all proposals in accordance with Charter Section 371.

**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

| |
|---------------|
| Project Title |
|---------------|

| | |
|----------------|-----------|
| Proposer | Address |
| Contact Person | Phone/Fax |

| LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.) | | | | |
|---|-------------------------------|--------------------------|-----------------------------|-----------------------------|
| NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT | DESCRIPTION OF WORK OR SUPPLY | MBE/WBE/SBE/EBE/DVBE/OBE | CALTRANS/CITY/MTA CERT. NO. | DOLLAR VALUE OF SUBCONTRACT |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION | | | <div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: center;">Signature of Person Completing this Form</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: center;">Printed Name of Person Completing this Form</div> <div style="display: flex; justify-content: space-between;"> <div style="border-bottom: 1px solid black; width: 40%; text-align: center;">Title</div> <div style="border-bottom: 1px solid black; width: 40%; text-align: center;">Date</div> </div> |
|--|---------|---------|---|
| | DOLLARS | PERCENT | |
| TOTAL MBE AMOUNT | \$ | % | |
| TOTAL WBE AMOUNT | \$ | % | |
| TOTAL SBE AMOUNT | \$ | % | |
| TOTAL EBE AMOUNT | \$ | % | |
| TOTAL DVBE AMOUNT | \$ | % | |
| TOTAL OBE AMOUNT | \$ | % | |
| BASE BID AMOUNT | \$ | | |

MUST BE SUBMITTED WITH PROPOSAL

**SCHEDULE B
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

| | |
|---------------|--------------|
| Project Title | Contract No. |
|---------------|--------------|

| | |
|----------------|-----------|
| Consultant | Address |
| Contact Person | Phone/Fax |

| CONTRACT AMOUNT (INCLUDING AMENDMENTS) | THIS INVOICE AMOUNT | INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE) |
|---|---------------------|---|
| | | |

| MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS) | | | | | |
|---|----------------------------------|-----------------------------------|-------------------------------------|---|---------------------------------------|
| NAME OF SUBCONTRACTOR | MBE/WBE/ SBE/EBE/ DVBE/OBE | ORIGINAL SUBCONTRACT AMOUNT | THIS INVOICE (AMOUNT NOW DUE) | INVOICED TO DATE (INCLUDE THIS INVOICE) | SCHEDULED PARTICIPATION TO DATE |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE | | | Signature of Person Completing this Form: |
|---|---------|---------|--|
| | DOLLARS | PERCENT | <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 10px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 10px;"></div> <div style="display: flex; justify-content: space-between;"> Title: Date: </div> |
| TOTAL MBE PARTICIPATION | \$ | % | |
| TOTAL WBE PARTICIPATION | \$ | % | |
| TOTAL SBE PARTICIPATION | \$ | % | |
| TOTAL EBE PARTICIPATON | \$ | % | |
| TOTAL DVBE PARTICIPATION | \$ | % | |
| TOTAL OBE PARTICIPATION | \$ | % | |

**SCHEDULE C
CITY OF LOS ANGELES
FINAL SUBCONTRACTING REPORT**

| | | |
|-----------------------|----------------|---------------------|
| Project Title | | Contract No. |
| Company Name | Address | |
| Contact Person | | Phone |

| Name, Address, Telephone No. of all Subconsultants Listed on Schedule B | Description of Work or Supply | MBE/WBE/ SBE/EBE/ DVBE/OBE | Original Dollar Value of Subcontract | Actual Dollar Value of Subcontract* |
|---|-------------------------------|----------------------------------|--------------------------------------|-------------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

* If the actual dollar value differs from the original dollar value, explain the differences and give details.

| | Total Dollars | Achieved Levels | Pledged Levels | | Total Dollars | Achieved Levels | Pledged Levels |
|--------------------|---------------|-----------------|----------------|-------------------|---------------|-----------------|----------------|
| MBE Participation | | | | WBE Participation | | | |
| SBE Participation | | | | EBE Participation | | | |
| DVBE Participation | | | | OBE Participation | | | |

Signature of Person Completing this Form _____ Printed Name _____ Title _____ Date _____

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION

APPENDIX J

MUNICIPAL LOBBYING ORDINANCE



City Ethics Commission
200 N Spring Street
City Hall - 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 376-1860

Bidder Certification CEC Form 50

Bid/Contract Number:

Department:

Name of Bidder:

Phone:

Address:

Email:

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
 2. The provision of goods, equipment, materials, or supplies;
 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i) [see reverse]:
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(i)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

Date: _____ Signature: _____

Name: _____

Title: _____

Under Los Angeles Municipal Code § 48.09(H), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.

Los Angeles Administrative Code § 10.40.1(h)

- (h) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1(i)

- (i) "Public lease or license".
- (a) Except as provided in (i)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
 - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
 - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
 - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
 - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
 - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
 - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
 - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
 - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
 - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

APPENDIX K

BIDDER CONTRIBUTIONS



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Prohibited Contributors (Bidders)

CEC Form 55

This form must be completed in its entirety and submitted to the awarding authority with your bid or proposal for the contract noted below. A bid or proposal that does not include a completed form will be deemed nonresponsive. Please write legibly.

☐ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number (or other identifying information if no number):

Date Bid Submitted:

Description of Contract:

Awarding Authority (Department):

BIDDER

Name: _____

Address: _____

Email (optional): _____ Phone: _____

State Contractor ID: _____

State ID must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor ID, indicate "not applicable".

PRINCIPALS

Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

☐ _____ additional sheets are attached.

☐ Bidder is an individual and no other principals exist.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Prohibited Contributors (Bidders) CEC Form 55

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the ID must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

☐ _____ additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mall Stop 129
(213) 978-1960

Prohibited Contributors (Bidders) CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

☐ Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary):

Subcontractor: _____

Subcontractor: _____

☐ _____ additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.

Date: _____ Signature: _____

Name: _____

Title: _____

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.

APPENDIX L

FIRST SOURCE HIRING ORDINANCE

City of Los Angeles
 Department of Public Works
 Bureau of Contract Administration
 Office of Contract Compliance
 1149 S. Broadway, Suite 300, Los Angeles, CA 90015
 Phone: (213) 847-2625 E-mail: bca.ecoe@lacity.org

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Community Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

I am aware of my obligations under Los Angeles Administrative Code (LAAC) Section 10.44 et seq., First Source Hiring Ordinance, and understand that failure to comply may result in contract termination. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the First Source Hiring Ordinance as evidence against the contractor in actions taken pursuant to the provisions of the LAAC Section 10.39 et seq. and 10.40 et seq., Contractor Responsibility Ordinance.

_____ will fully comply with the First Source Hiring Ordinance requirements.
 Company Name

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this ____ day of _____, in the year 20____, at _____, _____.
 (City) (State)

 Signature

 Mailing Address

 Name of Signatory (Please Print)

 City, State, Zip Code

 Title

 EIN/TIN

 BAVN ID No.

 E-Mail

FIRST SOURCE HIRING ORDINANCE (FSHO)**FORM: FSHO-1****Anticipated Employment Opportunities****CITY OF LOS ANGELES**

PRIME CONTRACTORS and SUBCONTRACTORS: The form should be submitted ONLY if there are anticipated job opportunities resulting from the City contract. The completed FSHO-1 forms must be submitted to the Awarding Department before the contract is executed. The Awarding Department will then submit these forms to BCA.

SECTION I. CONTRACTOR INFORMATION

Name of Contractor: _____ Contractor Phone#: _____

Designated Contact Person: _____ Email: _____

Street Address: _____ BAVN Company ID: _____

City: _____ State: _____ Zip: _____ Federal ID (FEIN): _____

Name of Prime Contractor(if applicable): _____

Name of Project: _____

1. How many total employees currently work for your company? _____

2. How many employees will be working directly for the City contract? _____

SECTION II. ANTICIPATED EMPLOYMENT OPPORTUNITIES INFORMATION

Indicate the anticipated number of openings throughout the life of the contract, description, and qualifications. Attach additional sheets to add more classifications and details.

**Job
#1**

Job Classification: _____ Anticipated # of Job Openings: _____

Anticipated Hire Date _____

**Job
#2**

Job Classification: _____ Anticipated # of Job Openings: _____

Anticipated Hire Date _____

**Job
#3**

Job Classification: _____ Anticipated # of Job Openings: _____

Anticipated Hire Date _____

SECTION III. CONTRACTOR SIGNATURE (To be completed and signed by contractor)

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the entity listed on this form and that the information provided on this form is true and correct to the best of my knowledge.

Executed this _____ day of _____, 20____, at _____, _____
(City) (State)

Signature of Contractor _____

Print Name/Title _____

SECTION IV. AWARDING DEPARTMENT INFORMATION (To be completed by Awarding Department)

Dept: _____ Contact Person: _____ Phone#: _____ Email: _____

Contract Start Date: _____ Contract End Date: _____ Contract Amount: _____

APPENDIX M

STANDARD PROVISIONS FOR CITY CONTRACTS (REV. 3/09)

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. TIME OF EFFECTIVENESS

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR** hereto;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. WAIVER

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The **CITY** may terminate this Contract for the **CITY'S** convenience at any time by giving **CONTRACTOR** thirty days written notice thereof. Upon receipt of said notice, **CONTRACTOR** shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to affect such termination. Thereafter, **CONTRACTOR** shall have no further claims against the **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon the date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then the **CITY** may immediately terminate this Contract.
3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the

Required Insurance and Minimum Limits

Name: Inmate Telephone Services and Video Visitation System for LAPDDate: 11/03/2014Agreement/Reference: Request for Proposal No. 14-734-003

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

| | |
|----|--------------------|
| WC | <u>Statutory</u> |
| EL | <u>\$1,000,000</u> |

☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

☒ **General Liability**

\$1,000,000☒ Products/Completed Operations☐ Sexual Misconduct☐ Fire Legal Liability☐

☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

\$1,000,000

☐ **Professional Liability** (Errors and Omissions)

Discovery Period _____

☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage☐ Boiler and Machinery☐ Flood☐ Builder's Risk☐ Earthquake☐

☐ **Pollution Liability**

☐

☐ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

☐ **Crime Insurance**

Other: _____

CITY OF LOS ANGELES

**INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker.)

1. Agreement/Reference All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. When to submit Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. Acceptable Evidence and Approval Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **Track4LA™** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted. All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Acceptable Alternatives to Acord Certificates and other Insurance Certificates:

- A copy of the full insurance policy which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Completed **Insurance Industry Certificates** other than **ACORD 25 Certificates** can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. Please note that submissions other than through

Track4LA™ will delay the insurance approval process as documents will have to be manually processed.

Verification of approved insurance and bonds may be obtained by checking **Track4LA™**, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. Renewal When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate through **Track4LA™** at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

5. Alternative Programs/Self-Insurance Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. General Liability insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.)

7. Automobile Liability insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. Errors and Omissions coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. Workers' Compensation and Employer's Liability insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. Property Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. Surety coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.