



**The Los Angeles
Regional Interoperable Communications System
(LA-RICS) Authority**

**Request for Statement of Qualifications (RFSQ)
for
Public Safety Broadband Network (PSBN)
Devices**

RFSQ No. LA-RICS 010

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LA-RICS Public Safety Broadband Network (PSBN) Devices Request for Statement of Qualifications (RFSQ)

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1.0 GENERAL INFORMATION

1.1 Purpose (Amended and Restated under Addendum D – August 2016)

The Los Angeles Regional Interoperable Communications Systems (LA-RICS) Authority (hereinafter "Authority") is issuing this Request for Statement of Qualifications (RFSQ) to seek qualified Vendors to enter into a Master Agreement with the Authority to procure Long Term Evolution (LTE) User Equipment (UE) for the Authority and its user agencies to meet its telecommunication needs for its' Public Safety Broadband System (PSBN) currently under construction.

Based on data surveyed from the Authority's user agencies, the Authority estimates that user agencies will initially need up to approximately 12,000 devices, and this may grow up to 35,000 over three (3) years. Such devices must be interoperable with the Authority's PSBN for the intended use of user agencies public safety first and secondary responders.

The PSBN Device Categories are as follows:

- **Category 1** – In-Vehicle Routers
- **Category 2** – USB Modems
- **Category 3** – Smartphones
- **Category 4** – Tablets
- **Category 5** – Outdoor Units
- **Category 6** – Portable Hotspots
- **Category 7** – mPCIe LTE Modems
- **Category 8** – Universal Integrated Circuit Cards (UICC)
- **Category 9** – Routers
- **Category 10** – LTE LMR Radios

The Authority will administer the Master Agreements and initiate Request for Bids similar in form to Appendix C (Sample Request for Bid) for all Device Categories set forth in Appendix B (PSBN Device Categories) for the Authority's Member agencies, subscribers and affiliates, as well as other user agencies of the PSBN, and Federal and State agencies associated with or participating in the PSBN and are interested in procuring PSBN devices (hereinafter "Permitted Purchasers").

1.2 Background

On September 1, 2010, the Department of Commerce's National Telecommunications and Information Administration (NTIA) awarded the Authority a Comprehensive Community Infrastructure (CCI) Broadband Technology Opportunity Program (BTOP) grant to develop and deploy a 700 MHz public safety mobile broadband network across the County of Los Angeles (County).

On February 22, 2012, Congress enacted the Middle Class Tax Relief and Job Creation Act of 2012 (Act) which, among other things, assigned to public safety a 10 MHz section of spectrum known as Band Class 14 (BC14) "D-Block" and mandated the creation of a nationwide public safety broadband network (NPSBN). The Act created FirstNet, an independent authority within the Department of Commerce's NTIA, charged to take "all actions necessary" to build, deploy, and operate the network, in consultation with State, local, tribal and territorial entities.

On June 19, 2013, after a partial suspension of BTOP-funded public-safety projects, the Joint Powers Authority (JPA) Board of Directors (Board) approved a Spectrum Manager Lease Agreement (SMLA) with FirstNet for spectrum usage rights to operate on the 700 MHz public safety broadband spectrum. On July 1, 2013, the SMLA was executed and the partial suspension was lifted by NTIA on August 9, 2013, with the performance period of the BTOP award extended through September 30, 2015.

On July 11, 2013, the JPA Board authorized the release of a Request for Proposals (RFP) for a PSBN and the RFP was issued on August 13, 2013.

The PSBN RFP sought proposals for an interoperable PSBN to provide Long Term Evolution broadband services to approximately 34,000 first responder and 17,000 secondary responder personnel throughout the greater Los Angeles region. The PSBN RFP sought County-wide LTE outdoor service with the use of 232 publicly owned sites, and did not have requirements for in-building/indoor coverage due to the limited number of sites that may be eligible for the CEQA exemption. The proposed PSBN solution enabled first responders to instantly access mission critical information that can improve the outcome of emergency responses as well as provide access to new applications that will revolutionize and enhance public services and community protection. The proposed PSBN solution also provides the Authority with the opportunity to work cooperatively with FirstNet, while participating in testing and providing input in what will ultimately form the NPSBN.

On March 6, 2014, the Authority awarded a contract to Motorola Solutions, Inc. (Motorola) to build out a state-of-the-art wireless broadband system that provides high mobility public safety grade outdoor services across the Los Angeles region. It uses the latest cellular technology, LTE, currently being deployed by the major cellular carriers worldwide. The PSBN is being built to higher public safety reliability standards in order to have service available when public safety communications are needed most – during emergencies. The PSBN will be capable of interoperability with the forthcoming FirstNet nationwide network as well as other BTOP funded public safety systems. It uses the radio spectrum assigned to the Authority in the SMLA with FirstNet.

The PSBN consists of the following major subsystems:

- **LTE Subsystem** – The LTE Subsystem consists of a LTE compliant wireless broadband system. LTE is a global standard established by the Third Generation Partnership Project and represents the most advanced commercial wireless broadband technology available. The LTE Subsystem will enable the Authority to have the same

system functionality as commercial wireless carriers. The LTE Subsystem will provide wireless mobile broadband service across Los Angeles County from more than 200 "cell sites". It will provide broadband coverage to outdoor users using portable devices. The LTE Subsystem will meet various Key Performance Indicator thresholds to achieve reliable and high speed data connections. The LTE Subsystem also includes one Evolved Packet Core (EPC) implementation at the Los Angeles County Fire Department's Fire Command and Control Facility (FCCF) to manage user mobility and routing throughout the entire system. A second redundant Evolved Packet Core located at the Los Angeles Police Department's Valley Dispatch Center is included as an additive alternate.

- **Backhaul Subsystem** – The Backhaul Subsystem provides connectivity and data routing among cell sites and the EPC. Microwave communication is the method of choice in the Backhaul Subsystem. Commercial and Member agency broadband services will also be used.
- **Ancillary Site Subsystem** – The Ancillary Site Subsystem consists of the elements required to support the LTE and Backhaul Subsystems. This includes new undisguised monopole "towers" as well as battery backup and generator systems to provide short-term and long-term power backup in the event of commercial power failures. Optional pricing for disguised monopoles have been included in the Proposed Agreement as well. The Ancillary Site Subsystem also includes the necessary upgrades and improvements for existing rooftop and tower sites to support the LTE and Backhaul equipment.
- **System Management and Monitoring Subsystem** – The System Management and Monitoring Subsystem (SMMS) includes the necessary elements to manage the PSBN and all of its systems. It provides remote configuration and error notification of nearly every component at a Network Operating Center (NOC). The SMMS also collects performance, system usage, and other data to support ongoing system operations. The SMMS also includes a device management platform based on OMA-DM version 1.2.1 standards.
- **Commercial Operations Plans** – The contract with Motorola includes optional IPX services that would be a vehicle to support traditional roaming. However, for various reasons, this solution is challenging for the Authority. The Authority anticipates, however, that there is substantial need for using the commercial wireless footprint in addition to the PSBN in the Los Angeles region. Today, Los Angeles public safety agencies use at least three of the major nationwide carriers and will likely require the same flexibility moving forward. As such, the Authority intends to use device based "switching" between the PSBN and commercial networks. Using this model, the end-user agency would obtain a commercial subscription and an LA-RICS subscription using two (or more) Universal Integrated Circuit Cards (UICCs) and potentially two (or more) complete modems depending on the form factor and user expectations. Performance and number of alternate wireless service providers supported will then be important parameters for devices. However, the devices are expected to eventually

migrate to a FirstNet solution that does include traditional roaming, and therefore, the devices would also need to accommodate roaming.

Further, the PSBN System is comprised of 5 Phases as follows:

- **Phase 1 – System Design.** Phase 1 includes the development of final design documents for the PSBN, which will include PSBN configurations for all hardware, software, and physical and network infrastructure included in the PSBN. Phase 1 will also include the development of detailed architectural-engineering Site Design Documents for the future proposed Site Improvements for each PSBN site, and the packaging of Site documents for permitting purposes.
- **Phase 2 – Site Construction and Site Modification.** Phase 2 of the PSBN will include preparation of the PSBN Sites, construction of foundations, antenna support structures, cabinets/enclosures, and other Site Improvements necessary to fully implement all of, or the Authority-authorized portion of, the PSBN Infrastructure.
- **Phase 3 – Supply PSBN Components.** Phase 3 of the PSBN will include the supply of all of, or the portion of, the PSBN Components that have been authorized by the Authority, including, without limitation, the development, fabrication, staging, provision and, if necessary, storage of such PSBN Components.
- **Phase 4 – PSBN Implementation.** Phase 4 of the PSBN will include (a) installing, optimizing, testing, commissioning, and deploying all of, or the Authority-authorized portion of, the PSBN including, without limitation, all hardware, software, physical and network infrastructure, data, and all other deliverables and other work necessary to implement the full functionality of all of, or the Authority-authorized portion of, the PSBN, and (b) training staff on the use of all of or the Authority-authorized portion of the PSBN. Final acceptance will occur at the end of Phase 4.
- **Phase 5 – PSBN Maintenance.** Phase 5 of the PSBN will include the provision during the Warranty Period, and if exercised by the JPA Board, each Option Term of ongoing maintenance for all of, or the Authority-authorized portion of, the PSBN, including the provision of preventative and corrective maintenance, system enhancements and support services.

The PSBN project schedule is very aggressive with a final PSBN System Acceptance deadline of August 15, 2015. The Authority's BTOP grant expires on September 30, 2015 and requires delivery of goods and services prior to August 15, 2015 in order to close out the project by September 2015.

1.3 Scope of Work

Vendors interested in becoming Qualified Contractors in one or more PSBN Device Categories set forth in Appendix B (PSBN Device Categories) are encouraged to submit a Statement of Qualifications (SOQ) in response to this RFSQ. Each Vendor demonstrating that it meets the requisite device requirements and functionality for one or

more of the PSBN Device Categories set forth in Appendix B (PSBN Device Categories), that accepts the terms and conditions of the Master Agreement without exceptions, and that meets the insurance requirements set forth in Appendix D (Sample Master Agreement) will be awarded a Master Agreement and become a Qualified Contractor in one or more of the PSBN Device Categories that it qualifies for.

Under the Master Agreement, each Qualified Contractor will be included, depending on demonstrated qualifications, in one or more PSBN Device Categories. As the device needs of the Authority or Permitted Purchasers arise during the term of the Master Agreement, Qualified Contractors in the applicable PSBN Device Categories will be solicited for bids or proposals to provide devices under the Request for Bid and Award process pursuant to Sub-paragraph 3.1, of Appendix D (Sample Master Agreement). The only compensation made to Qualified Contractors under the Master Agreements will be through satisfactory work performed under resultant Work Orders, in accordance with applicable Authority procedures set forth in Appendix D (Sample Master Agreement).

Some significant features of this RFSQ and the resulting Master Agreement that interested Vendors should make note of are as follows:

1. The terms and conditions contained in the Master Agreement are non-negotiable. The Master Agreement will be uniformly executed amongst all Qualified Contractors.
2. The Master Agreement may be amended, from time to time during the term of the Master Agreement, to accommodate changes in County of Los Angeles contracting policies and procedures, adopted by the Authority.
3. The Master Agreement will be used to expeditiously procure PSBN devices needed by the Authority or Permitted Purchasers.
4. Request for Bids will be solicited for devices in various quantities and may include additional requirements based on an agency's operational needs as further specified in each Request for Bid.
5. **No costs for devices are required from Vendors at the time of SOQ submission.** The costs for devices (e.g. per device, quantity/volume based, and volume discounts, etc.) will be required when Qualified Contractors respond to Request for Bids.
6. Vendors shall be required to submit to the Authority, with its SOQ, a fully functional sample device for which it is attempting to qualify for, **on a gratis basis**. The device(s) will become the property of the Authority and will be used for purposes of functionality testing/demonstration. The sample devices should come with all necessary software to allow the Authority to use the devices to assess functionality and operability.
7. This RFSQ will remain open continuously until such time as the Authority, in its sole discretion, deems it appropriate to close.

8. During the term of the Master Agreement, newly Qualified Contractors may be added at any time to the list of Qualified Contractors for each PSBN Device Category.
9. During the term of the Master Agreement, PSBN Device Categories may be added or deleted at any time, based on the needs of the Authority and/or Permitted Purchasers at the Authority's sole discretion. Qualified Contractors wishing to expand the number of PSBN Device Categories for which they are eligible may also apply at any time to be added to the lists of Qualified Contractors for new PSBN Device Categories.
10. Request for Bids will be sent electronically to Qualified Contractors in the respective PSBN Device Categories and responses to Request for Bids shall be submitted electronically, unless otherwise stated in the Request for Bid.

1.4 Overview of Solicitation Document

This RFSQ is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Minimum Qualifications for Vendors and particular devices, and provides information regarding some of the requirements of the Master Agreement and the Request for Bid process.
- **INSTRUCTIONS TO VENDORS:** Contains instructions to Vendors regarding how to prepare and submit their Statement of Qualifications (SOQ) in response to this RFSQ.
- **STATEMENT OF QUALIFICATIONS (SOQ) REVIEW/SELECTION QUALIFICATION PROCESS:** Explains how the SOQ will be reviewed, sets forth the minimum requirements for Vendors, how Vendors will be selected, and qualified for particular PSBN Device Categories.
- **APPENDICES**
 - ✓ **APPENDIX A: REQUIRED FORMS** – Forms included in this Appendix must be completed and included in the SOQ.
 - ✓ **APPENDIX B: PSBN DEVICE CATEGORIES** – Describes the various PSBN Device Categories and respective mandatory qualifications to become a Qualified Contractor for each respective PSBN Device Categories.
 - ✓ **APPENDIX C: SAMPLE REQUEST FOR BID** – A sample solicitation that describes the devices and deliverables to be procured and under a resultant Work Order and also includes the requisite Request for Bid forms and Attachments.
 - ✓ **APPENDIX D: SAMPLE MASTER AGREEMENT AND ITS EXHIBITS** – A sample of the Master Agreement and its

Exhibits used for this solicitation. **The terms and conditions set forth in the Master Agreement are not negotiable.**

- ✓ **APPENDIX E: TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW** – Transmittal sent to the Authority requesting a Solicitation Requirements Review.
- ✓ **APPENDIX F: GRANT FUNDING REQUIREMENTS** – Sets forth the Grant Funding Requirements for those Work Orders where grant funds will be used for device purchases.
- ✓ **APPENDIX G: JURY SERVICE ORDINANCE** – Sets forth a County Code provision.
- ✓ **APPENDIX H: DEFAULTED PROPERTY TAX REDUCTION PROGRAM** – Sets forth a County Code provision.
- ✓ **APPENDIX I: LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY** – Identifies Contractors who are not allowed to contract with the County for a specific length of time.
- ✓ **APPENDIX J: IRS NOTICE 1015** – Provides information on Federal Earned Income Credit.
- ✓ **APPENDIX K: SAFELY SURRENDERED BABY LAW** – Describes a County program.

1.5 Terms and Definitions

Throughout this RFSQ, references are made to certain persons, groups, or Departments/agencies. For convenience, a description of specific definitions can be found in Paragraph 2.0 (Definitions) of Appendix D (Sample Master Agreement).

1.6 Mandatory Minimum Requirements for All Vendors

The following requirements listed in this Section 1.6 are the mandatory minimum requirements with which a Vendor must comply in order to submit a SOQ for consideration under this RFSQ. If a Vendor fails to comply with any such mandatory minimum requirement, the Authority may reject the SOQ as nonresponsive, as determined by the Authority in its sole discretion. The mandatory minimum requirements are:

- 1.6.1 Vendor has not been debarred in the last three (3) years by any public agency in the United States.

1.6.2 Vendor has not been barred at any time, for reasons of national security, by any agency of the federal government, from bidding on a contract, participating in an auction for frequencies, or receiving a grant.

1.6.3 Vendor has not been identified at any time, as a security threat, or potential security threat, to the United States, by any agency in the federal government or any committee or subcommittee of Congress.

1.7 PSBN Device Categories Minimum Qualifications (Amended and Restated under Addendum D – August 2016)

Interested and qualified Vendors that have devices that meet the Minimum Qualifications and certification/testing requirements for specific PSBN Device Categories set forth in Appendix B (PSBN Device Categories) and as further outlined below, are invited to submit an SOQ.

Appendix B (PSBN Device Categories) defines in great detail the specific Minimum Qualifications and certification/testing requirements each Vendor's device will be required to meet, to qualify for each of the PSBN Device Categories that it is interested in applying for.

APPENDIX B PSBN DEVICE CATEGORIES (REFER TO APPENDIX B)					
Category No.	Category Title	Device Category Minimum Qualifications	Description	Device Form Factor	Use
1	In-Vehicle Routers	Refer to Category 1 of Appendix B	Router with multiple modems, including at least Band Class 14 and additional options such as Ethernet, USB and Wi-Fi connectivity.	<ul style="list-style-type: none"> ▪ Typical: 5.5 x 6.0 x 1.9 inches. Or other sizes to meet specific vehicle installation needs such as a motorcycle ▪ Mountable ▪ Heat baffles for cooling ▪ External connectors for antenna(s) ▪ External ports for Ethernet connectivity ▪ External USB ports 	<ul style="list-style-type: none"> ▪ Installed in a vehicle it provides the data session connectivity for the vehicle's devices. ▪ Primary use is for internal first responder systems and applications to access the Band Class 14 LTE system or secondary LTE carrier to connect internal vehicle equipment via Ethernet, USB or Wi-Fi and enhance coverage through the use of an external antenna(s). ▪ Primary Vehicles to use this variant will be Police cars, Police SUVs, Police Motorcycles, Fire Trucks, other fire vehicles, Paramedic vehicles, patrol and fire boats, and possibly helicopters.
2	USB Modems	Refer to Category 2 of Appendix B	USB modem that provides LTE radio connectivity for devices that support USB modems.	USB, 3.7 X 1.3 X 0.5 inches or other sizes as defined by the manufacturer.	USB connection into laptops (MDTs), tablets, and in-vehicle routers to provide LTE connectivity.
3	Smartphones	Refer to Category 3 of Appendix B	LTE Smartphone that operates on Band 14 as well as at least one other carriers networks.	<ul style="list-style-type: none"> ▪ Typical: 5.55 x 2.97 x 0.53 inches ▪ Minimum 4.7 inch touch screen. ▪ Ports for Audio headphones ▪ Micro-USB ▪ Controls for volume, power, etc. ▪ Hardened Case and 	<ul style="list-style-type: none"> ▪ Handheld smartphone for data and non-mission critical voice services. ▪ Hardened for rugged use

APPENDIX B					
PSBN DEVICE CATEGORIES (REFER TO APPENDIX B)					
Category No.	Category Title	Device Category Minimum Qualifications	Description	Device Form Factor	Use
				screen ▪ Speakerphone capability	
4	Tablets	Refer to Category 4 of Appendix B	Rugged tablet computer	Typical: 9.0 x 6.5 x 1.3 inches or other suitable dimension as specified by the manufacturer ▪ USB ports ▪ Power ports ▪ Battery ▪ Hardened Case ▪ Touch screen ▪ Ability to add external keyboard	▪ May be fixed in a vehicle, or carried by a First Responder. ▪ Multiple screen sizes to meet implementation applications.
5	Outdoor Units	Refer to Category 5 of Appendix B	Fixed outdoor LTE CPE (ODU). Ethernet cable is used to connect users to the ODU.	▪ Outdoor device typically small profile. ▪ e.g. 4.7 x 8.5 x 2.6 inches.	▪ Fixed to an exterior wall of a building providing in building LTE connectivity. ▪ Optimal placement and high-gain antennae provides superior performance.
6	Portable Hotspots	Refer to Category 6 of Appendix B	Portable Hotspot with single or multiple LTE modems with Wi-Fi and micro-USB connectivity.	▪ Typical: 4.05 x 2.88 x 0.34 inches. 4.26 ounces. ▪ Multiple USB port access ▪ AC/DC Power adapter ▪ Battery ▪ UICC slot	Allows the sharing of a device's LTE data connection with other devices on the same network
7	mPCIe LTE Modems	Refer to Category 7 of Appendix B	LTE modem that provides the LTE radio connectivity for devices.	mPCIe (Full mini F1) 2.0 x 1.18 x 0.2 inches	Embedded in laptops (MDTs), tablets, and routers (esp. mounted in vehicles) to provide LTE connectivity. Special note: The modem requires a Universal Integrated Circuit Card (UICC).
8	Universal Integrated Circuit Cards (UICC)	Refer to Category 8 of Appendix B	Refer to Category 8 of Appendix B	Refer to Category 8 of Appendix B	Refer to Category 8 of Appendix B
9	Routers	Refer to Category 9 of Appendix B	Router with multiple modems, including at least Band Class 14, and additional options such as Ethernet, USB and Wi-Fi connectivity.	▪ Typical: 5.5 x 6.0 x 1.9 inches. Or other sizes to meet specific use cases ▪ Mountable ▪ External ports for Ethernet connectivity	▪ Provide wired or wireless data session connectivity. ▪ Primary use is for internal first responder systems and applications to access the B14 LTE system or secondary LTE carrier. Example of usage: Connect surveillance cameras, connect public safety offices to Band 14, and connect sensor networks or other machine to machine (M2M) configurations.
10	LTE LMR Radios	Refer to Category 10 of Appendix B	LTE LMR Radio that operates on Band Class 14 as well as at least one other carriers networks.	▪ Typical: 5.55 x 2.97 x 0.53 inches ▪ Minimum 4.7 inch touch screen. ▪ Ports for Audio headphones ▪ Controls for volume, power, etc. ▪ Hardened Case and screen ▪ Speakerphone capability	Handheld LTE LMR Radio with Band14 capability for data and non-mission critical voice services. ▪ Hardened for rugged use

1.8 Acceptance of Terms and Conditions of the Master Agreement

Vendors understand and agree that the submission of an SOQ constitutes Vendor's acknowledgement and acceptance of a willingness to comply with all terms and conditions (as it may be updated from time to time) of the Master Agreement, if qualified and awarded a resultant Master Agreement.

1.9 Master Agreement Process (Amended and Restated under Addendum B – July 2015)

The objective of this RFSQ is to secure one or more qualified Vendors to provide PSBN Devices to be used on the Authority's PSBN. The Master Agreement process is described in this Section 1.8 and is further detailed in Paragraph 3.0 (Work) of Appendix D (Sample Master Agreement). However, specific agency device specific requirements, tasks, deliverables, etc., will be determined at the time the Authority, or the Authority on behalf of Permitted Purchasers, issues a Request for Bid similar to Appendix C (Sample Request for Bid) and in accordance with Sub-paragraph 3.1 (Request for Bids and Award Process) of Appendix D (Sample Master Agreement).

1.9.1 A Master Agreement will be executed with all Vendors who meet the minimum requirements and whose devices meet the mandatory minimum qualifications for a particular PSBN Device Category(ies) that the Vendor is seeking to qualify for as set forth in Appendix B (PSBN Device Categories).

1.9.2 (Amended and Restated under Addendum C – April 2016) In the event that a Vendor's device meets the Minimum Qualifications for a particular PSBN Device Category(ies) but does not have the requisite Certifications/Test Results pursuant to Appendix B (PSBN Device Categories) at the time of SOQ submission, the Authority will issue the Vendor a Master Agreement provided Vendor agrees to each of the following requirements:

1. (Amended and Restated under Addendum E – June 2017) Vendor shall secure the requisite Certifications/Test Results for each device the Vendor is qualified for, pursuant to Appendix B (PSBN Device Categories), by no later than June 15, 2019 or a date determined by FirstNet and/or the State of California, whichever occurs first.
2. (Amended and Restated under Addendum E – June 2017) Reserved.
3. Vendor shall be responsible at its sole cost, with providing the Authority with compliant PSBN Devices that pass certification, and will be responsible for making any changes needed to devices already deployed to meet certification, which may include but is not limited to, field modification of any deployed devices, or a complete replacement of a device if needed.

4. Vendor shall be responsible for any harm the PSBN Devices cause to the PSBN System, and Vendor shall be responsible for all costs associated with restoring the PSBN System to a fully operational condition.
 5. Vendor agrees that any and all costs associated with device Certifications/Test Results shall be borne solely of the Vendor.
 6. **(Amended and Restated under Addendum E – June 2017)** Failure of Vendor to secure said Certification/Test Results by no later than June 15, 2019 or a date determined by FirstNet and/or the State of California, whichever occurs first, to bring its device(s) into compliance with the Minimum Qualifications pursuant to Appendix B (PSBN Device Categories), may result in Vendor's Master Agreement being terminated in accordance with Paragraph 47.0 (Termination for Default) of Appendix D (Sample Master Agreement). Additionally, Vendor may be required to refund the Authority and/or Permitted Purchaser, as set forth in the Work Order, in full for the Total Maximum Amount of PSBN Devices purchased under a Work Order, within sixty (60) business days of notification from the Authority that Vendor's Master Agreement is being Terminated for Default in accordance with Paragraph 47.0 (Termination for Default) of Appendix D (Sample Master Agreement).
- 1.9.3 Upon the Authority's execution of these Master Agreements, the qualified Vendors will become Qualified Contractors, and thereafter be solicited under competitive conditions in the form of a Request for Bid similar to Appendix C (Sample Request for Bid) to provide PSBN Devices to the Authority or Permitted Purchasers, on an as needed basis in accordance with Paragraph 3.0 (Work) of Appendix D (Sample Master Agreement).
 - 1.9.4 Work Orders resulting from successfully solicited Request for Bids will include a detailed listing of the required work which will describe in detail the particular nature of the device procurement, maintenance services, etc., and any distinct agency requirements.
 - 1.9.5 Payment for all work will be either on a per device basis, quantity/volume basis, volume discount basis, or any other purchase method set forth in the Request for Bid.
 - 1.9.6 As this Master Agreement includes various device categories, only those resultant Contractors qualified for the specific PSBN Device Category that the Authority or the Permitted Purchasers require devices from will be contacted to submit a bid in response to a Request for Bid.
 - 1.9.7 **The execution of a Master Agreement does not guarantee a resultant Qualified Contractor any device purchases or business, or any minimum dollar amount resulting from device purchases or business.**

1.10 Master Agreement Term

- 1.10.1 **(Amended and Restated under Addendum E – June 2017)** In accordance with Paragraph 4.0 (Term of Master Agreement) of Appendix D (Sample Master Agreement), the term of the Master Agreement shall go into effect upon the date of execution by the Authority's Executive Director as authorized by the LA-RICS JPA Board, and shall expire on June 15, 2019, unless extended or sooner terminated, in whole or in part, as provided for in the Master Agreement.
- 1.10.2 **(Amended and Restated under Addendum E – June 2017)** The term of the Master Agreement will be for a period set to expire on June 15, 2019, with one (1) one-year option period, that if exercised, shall expire June 15, 2020.
- 1.10.3 Option periods will be exercised at the Authority's sole discretion.
- 1.10.4 The Authority will continuously accept SOQs throughout the duration of the Master Agreement to qualify Vendors for all PSBN Device Categories, as long as the RFSQ remains open. In these instances, the Master Agreement shall go into effect upon the date of execution by the Authority's Executive Director as authorized by the LA-RICS JPA Board, and shall expire on the date in which the term expires, unless extended or sooner terminated, in whole or in part, in accordance with Paragraph 4.0 (Term of Master Agreement) of Appendix D (Sample Master Agreement).

1.11 Request for Bid and Award Process

The comprehensive Request for Bid and award process is set forth in Paragraph 3.0 (Work) of Appendix D (Sample Master Agreement). This section briefly outlines the process. All interested Vendors are required to read Appendix D (Sample Master Agreement) in its entirety and pay particular attention to Paragraph 3.0 (Work) to thoroughly understand the Request for Bid and Award Process.

1.11.1 Request for Bids

The Minimum Qualifications for the PSBN Device Categories to qualify a Vendor for a Master Agreement is described in Appendix B (PSBN Device Categories) and Appendix D (Sample Master Agreement). Request for Bids, similar in form to Appendix C (Sample Request for Bid), will contain the specific nature of the device procurement, maintenance services, and any distinct agency requirements, required for a Qualified Contractor to be selected for a Work Order. It is the sole responsibility of the Qualified Contractors to ensure that its device(s) meet the specific agency requirements set forth in the Request for Bid.

- 1.11.2 Bids and proposals, in response to Request for Bids, shall generally include the following:

- Submission of bids/proposals by the Bid Submission Deadline set forth in the Request for Bid.
- Cost information for the quantity of devices being procured pursuant to the Request for Bid (e.g. per device basis, quantity/volume basis, volume discount basis, or any other purchase method set forth in the Request for Bid).
- Written affirmation and/or demonstrated proof of meeting any other qualifying information required by the Request for Bid (e.g. maintenance services, and any other distinct agency requirements, etc.).

The cost information and any other distinct agency requirements will be outlined in the Request for Bid, and will be evaluated by the Authority in accordance with the evaluation methodology set forth in the Request for Bid and Paragraph 3.0 (Work) of Appendix D (Sample Master Agreement).

Successfully submitted bids/proposals meeting all of the requirements and evaluated in accordance with the Request for Bid will be awarded a Work Order in accordance with Sub-paragraph 3.2 (Work Order Process) of Appendix D (Sample Master Agreement).

1.12 Authority's Rights and Responsibilities

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

1.13 Contact with Authority Personnel (Amended and Restated under Addendum A – May 2015)

Any contact regarding this RFSQ or any matter relating thereto must be in writing and may be mailed or e-mailed as follows:

Melissa Saradpon
Los Angeles Regional Interoperable Communications System (LA-RICS)
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
(323) 881-8289
melissa.saradpon@la-rics.org

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

1.14 Mandatory Requirements to Register on County's WebVen

Prior to executing a Master Agreement, all potential Contractors must register in the County of Los Angeles's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>.

1.15 Authority Option to Reject SOQs

The Authority may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation. The Authority shall not be liable for any cost incurred by a Vendor in connection with preparation and submittal of any SOQ. The Authority reserves the right to waive inconsequential disparities in a submitted SOQ.

1.16 Protest Process

Any prospective Vendor may request a review of the requirements of this RFSQ as described in this Section 1.16. Additionally, any actual Vendor may request a review of a disqualification under this RFSQ, as described in this Section 1.16. Under any such review, it is the responsibility of the Vendor challenging the decision of the Authority to demonstrate that the Authority committed a sufficiently material error in the solicitation process to justify invalidation of the solicitation requirement or disqualification, as the case may be.

Throughout the review process, the Authority has no obligation to delay or otherwise postpone an award of a Master Agreement based on a Vendor protest. In all cases, the Authority reserves the right to make an award when the Authority determines, in its sole discretion, it is in the best interest of the Authority to do so.

The grounds for Authority review are limited to the following:

- a. Review of Solicitation Requirements Review
- b. Review of a Disqualified SOQ

To the extent procedures for conducting the review process are not set forth in this RFSQ, the Authority will use the substance of the procedures set forth in Los Angeles County Board Policy 5.055 (Services Contract Solicitation Protest) and the Implementation Guidelines dated February 2013 (Guidelines), except as modified by the express terms of this Section 1.16 (Protest Process), the Guidelines are modified in the following respects:

- a. As used in the Guidelines, the term "department" shall be deemed to refer to the Authority, except when referring to the department or the departmental representative performing the Solicitation Requirements Review, and the Disqualification Review, and preparing the written determination with respect thereto, in which case, "department" and "departmental representative" refer to the County representative designated to perform the review and prepare the written determination. Additionally, the term "County" shall be deemed to refer to the Authority, and the term "Board" shall be deemed to refer to the Authority's Board of Directors.
- b. The Authority in its sole discretion may modify all or any of the sample language, Transmittal Forms, and/or other sample documents referred to in the Guidelines as available by selecting "Contracting Document Models" in order to make them applicable to the Authority and/or this RFSQ.

To the extent there is any conflict or inconsistency between Los Angeles County Board Policy 5.055 and the Guidelines, on the one hand, and this RFSQ, on the other hand, this RFSQ shall govern.

1.16.1 Solicitation Requirements Review

Any prospective Vendor may seek a Solicitation Requirements Review. A request for a Solicitation Requirements Review may be denied, in the Authority's sole discretion, if the request does not satisfy all of the following criteria:

- a. The request for a Solicitation Requirements Review is submitted by the date and time set forth in Section 2.3 (RFSQ Timetable), and is in the form attached hereto as Appendix E (Transmittal Form to Request a Solicitation Requirements Review);
- b. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit an SOQ.
- c. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- d. The request for a Solicitation Requirements Review asserts either that:
 - i. Application of the minimum requirements, evaluation criteria; solicitation process and/or business requirements unfairly disadvantages the person or entity; or,
 - ii. Due to unclear instructions, the process may result in the Authority not receiving the best possible responses from prospective Vendors.

The Solicitation Requirements Review shall be completed and the Authority's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the SOQ due date. There are no further protest processes under this Section 1.16 for the Solicitation Requirements Review, and no grounds for review that could have been raised in a Solicitation Requirements will be proper or considered in any subsequent review provided for under this Section 1.16.

1.16.2 Disqualification Review

An SOQ may be disqualified from consideration because the Authority determined it was a non-responsive SOQ at any time during the review/evaluation process. If the Authority determines that an SOQ is disqualified due to non-responsiveness, the Authority shall notify the Vendor in writing. Upon receipt of the written determination of non-responsiveness, the Vendor may submit a written request for a Disqualification Review within the date and time specified in the written notice.

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

- a. The person or entity requesting a Disqualification Review is a Vendor;
- b. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written notice of non-responsiveness); and
- c. The request for a Disqualification Review asserts that the Authority's disqualification of the SOQ was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review will be completed and the determination will be provided to the requesting Vendor, in writing, prior to the conclusion of the evaluation process. There are no further protest processes under this Section 1.16 for the Disqualification Review, and no grounds for review that could have been raised in a Disqualification Review will be proper or considered in any subsequent review provided for under this Section 1.16.

1.17 Notice to Vendor's Regarding Public Records Act

- 1.17.1 Responses to this RFSQ shall become the exclusive property of the Authority. At such time as when the Authority recommends the qualified Vendor(s) to the LA-RICS JPA Board and such recommendation appears on the Board agenda, all SOQ's submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

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

1.18 Indemnification and Insurance

Vendors shall be required to comply with the Indemnification provisions contained in Paragraph 28.0 (Indemnification) of Appendix D (Sample Master Agreement). Vendor shall procure, maintain, and provide to the Authority, proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraph 29.0 (General Provisions for all Insurance Coverage) and Paragraph 30.0 (Insurance Coverage) of Appendix D (Sample Master Agreement).

1.19 Grant Funding Requirements

It is anticipated that various government Funding Resources comprising municipal, state, federal and/or local grants or other funds may be used to pay for all or a portion of devices procured under the resultant Master Agreements in accordance with Appendix F (Grant Funding Requirements).

At the time of its SOQ submission, Vendor shall submit a fully completed and executed SOQ Form 1 (Vendor Organization/Certification) attesting to the Vendor's agreement to adhere to all requirements imposed by the Authority's receipt of the various municipal, state, federal and/or local or other Funding Resources that will be used to pay for those devices under the resultant Agreement with grant funds. If a Vendor fails to complete the required form, the Authority may reject the SOQ, as determined by the Authority in its sole discretion.

1.20 Sparta Program

A County program, known as "SPARTA" (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, Vendors may contact Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com.

1.21 Injury and Illness Prevention Program (IIPP)

Vendors shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all

California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

1.22 Background and Security Investigations

At the discretion and request of the Authority, background and security investigations in accordance with Sub-paragraph 7.5 (Background and Security Investigations) of Appendix D (Sample Master Agreement) of Vendor's staff may be required as a condition of beginning and continuing work under any resulting agreement. The cost of background checks is the responsibility of the Vendor.

1.23 Confidentiality and Independent Contractor Status

As appropriate, resultant Contractors shall be required to comply with the Confidentiality provision Sub-paragraph 7.6 (Confidentiality) and the Independent Contractor Status provision in Paragraph 27.0 (Independent Contractor Status) of Appendix D (Sample Master Agreement).

1.24 Conflict of Interest

No public employee whose position in the Authority, or with one of its Members, enables him/her to influence the selection of a Vendor for this RFSQ, or any competing RFSQ, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Vendor. Vendor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Section 7 of SOQ Form 1 (Vendor's Organization/Certification) of Appendix A (Required Forms).

1.25 Certification Regarding Debarment

At the time of its SOQ submission, Vendor shall submit a fully completed and executed SOQ Form 1 (Vendor Organization/Certification), attesting that the Vendor, nor any of the Vendor's owners, officers, partners, directors, or other principals, and Vendor's Subcontractors, if any, are not currently suspended, debarred, ineligible, or excluded from securing contracts funded by the State of California, the federal government, or a public agency. If a Vendor fails to provide the required certification, the Authority may reject the SOQ as nonresponsive, as determined by the Authority in its sole discretion.

1.26 Vendor Non-Responsibility and Debarment

In addition to any requirements regarding Vendor's responsibility arising under applicable federal, state and local laws (including, but not limited to, those referred to in Appendix F (Grant Funding Requirements), the Vendor shall be subject to the provisions of Chapter 2.202 of the Los Angeles County Code entitled "Determination of Contractor Non-Responsibility and Contractor Debarment." The Authority reserves the right in its sole discretion to investigate all available information, including, but not limited to,

information provided by Vendor in its response to SOQ Form 1 (Vendor Organization/Certification), to determine if a Vendor is a responsible Vendor. In the event the Authority determines, in its sole discretion, to seek to find a Vendor non-responsible or to have a Vendor debarred from having contracts with the Authority, the Authority will follow a process that is in substance as set forth in Chapter 2.202 of the Los Angeles County Code, except as modified by the express terms of this RFSQ. As used in Chapter 2.202 of the County Code, (a) the "department head" shall be deemed to refer to the Executive Director, (b) "board of supervisors," shall be deemed to refer to the Authority Board, and (c) "contractor hearing board," shall be deemed to refer to one or more designees designated by the Executive Director.

1.27 Vendor's Adherence to County Child Support Compliance Program

Resultant Contractors shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of the Master Agreement.

1.28 Gratuities

It is improper for any Authority or Member officer, director, employee, or agent to solicit consideration in any form from a Vendor with the implication, suggestion, or statement that the consideration may secure treatment that is more favorable for the Vendor in the award of any resultant Master Agreement or that failure to provide such consideration may negatively affect the Authority's consideration of the Vendor's submission of an SOQ. A Vendor shall not offer or give, either directly or through an intermediary, consideration in any form to a public officer, director, employee, or agent for the purpose of securing favorable treatment with respect to the award of any resultant Master Agreement.

A Vendor shall immediately report any attempt by a public officer, director, employee or agent to solicit such improper consideration. The report shall be made to Authority's Contact set forth in Section 1.13 of this RFSQ or the Chair of the Authority's Board of Directors. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

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

1.29 Notice to Vendors Regarding the County Lobbyist Ordinance

The Vendor shall be subject to the provisions of Chapter 2.160 of the Los Angeles County Code entitled "County Lobbyists." This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found

in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in SOQ Form 1 (Vendor Organization/Certification) of Appendix A (Required Forms), as part of their SOQ.

1.30 Federal Earned Income Credit

Resultant Contractors shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in the Internal Revenue Service Notice No. 1015. Refer to Appendix J (IRS Notice 1015).

1.31 Authority's Quality Assurance Plan

After award of a Master Agreement and subsequent Work Order(s), the Authority will evaluate the resultant Qualified Contractor's performance of Master Agreement Work Orders on an annual basis. Such evaluation will include assessing Qualified Contractor's compliance with all terms in the Master Agreement and performance standards identified in the Work Order. Qualified Contractor's deficiencies which the Authority determines are severe or continuing and that may jeopardize performance of the Master Agreement and subsequent Work Orders will be reported to the Authority's JPA Board. The report will include improvement/corrective action measures taken by the Authority and the Qualified Contractor. If improvement does not occur consistent with the corrective action measures, the Authority may terminate the Master Agreement and/or Work Order in whole or in part, or impose other penalties as specified in the Master Agreement.

1.32 Recycled Bond Paper

Vendor shall be required to comply with the County's policy on recycled bond paper as specified Paragraph 43.0 (Recycled Bond Paper) of Appendix D (Sample Master Agreement).

1.33 Safely Surrendered Baby Law

Resultant Contractors shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how

to safely surrender a baby. The fact sheet is set forth in Appendix K (Safely Surrendered Baby Law) of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.34 County Policy on Doing Business with Small Business

- 1.34.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.
- 1.34.2 The Community Business Enterprise and Small Business Enterprise program is further explained in Section 1.36 of this RFSQ.
- 1.34.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in Section 1.35 of this RFSQ.
- 1.34.4 The County also has a Policy on Doing Business with Small Business which can be found at (<http://www.laosb.org/>).

1.35 Jury Service Program

The prospective Master Agreement is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read Appendix G (Jury Service Ordinance), and the pertinent jury service provisions of Paragraph 15.0 of Appendix D (Sample Master Agreement), both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both resultant Contractors and their Subcontractors. **SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.**

- 1.35.1 The Jury Service Program requires resultant Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a

Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

- 1.35.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 1.35.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Certification Form and Application for Exception, as set forth in SOQ Form 9 of Appendix A (Required Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the Authority will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The Authority's decision will be final.

1.36 Community Business Enterprise and Small Business Enterprises

The Authority encourages participation of Community Business Enterprises (CBE), which include business enterprises owned by disabled veterans, disadvantaged business enterprises, and minority and women-owned business enterprises, and Small Business Enterprises (SBE), in the contracting and procurement activities generated under this RFSQ. To this end, Vendors are notified that the County of Los Angeles maintains programs under which CBEs and SBEs may become certified. Information about these programs, including information about businesses that have been certified under each program, and information about how to become certified under each program, may be obtained by contacting the Los Angeles County Office of Small Business (<http://www.laosb.org/>).

Vendor shall document as described in this Section 1.36, all good faith efforts it has taken to assure that CBEs/SBEs are utilized when possible to provide supplies, equipment, technical services, and other services under the resultant Master Agreement. Vendor shall submit in its response to SOQ Form 1 (Vendor Organization/Certification) of Appendix A (Required Forms), documentation supporting each of the following criteria:

- a. Vendor identified and selected specific items in its SOQ for which a subcontract could be awarded to be performed by CBEs/SBEs to provide an opportunity for participation by those enterprises;
- b. Vendor provided written notice of its interest in responding to this RFSQ to CBEs/SBEs prior to Vendor's submission of its SOQ;
- c. Vendor followed up initial solicitations of interest by contacting the CBEs/SBEs to determine with certainty whether the CBEs/SBEs were interested in performing specific items of the RFSQ;
- d. Vendor requested assistance from minority and women community organizations; minority and women contractor groups; local, state, or federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority or women business enterprises, if any are available;
- e. Vendor used the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department of Commerce, and the County Internal Services Department's Office of Small Business, and other outreach agencies;
- f. Where applicable, Vendor negotiated in good faith with the CBEs/SBEs, and did not unjustifiably reject as unsatisfactory proposals prepared by any CBE/SBE;
- g. Where applicable, Vendor advised and made efforts to assist interested CBEs/SBEs in obtaining bonds, lines of credit, or insurance to be required by the resultant Master Agreement; and
- h. Vendor has taken all actions listed in 15 C.F.R. 24.36(e)(2).

In addition to providing the documentation described in Section 1.36 above, Vendor's CBE/SBE participation shall be reflected in a fully completed and executed certification of CBE/SBE participation attached to SOQ Form 1 (Vendor Organization/Certification) of Appendix A (Required Forms). If a Vendor fails to provide the required certification and documentation, the Authority may reject the SOQ as nonresponsive, as determined by the Authority in its sole discretion.

The Authority strongly encourages participation by CBEs and SBEs; however, the final selection will be made without regard to race, color, creed, or gender.

1.37 Notification of Pending Acquisitions/Mergers by Proposing Company

Vendors shall notify the Authority of any pending acquisitions/mergers of their company. This information shall be provided by the Vendor on SOQ Form 1 (Vendor's Organization/Certification) of Appendix A (Required Forms). Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration.

1.38 Defaulted Property Tax Reduction Program

The prospective Master Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix H (Defaulted Property Tax Reduction Program), and the pertinent provisions such as Paragraphs 55.0 and 56.0 of Appendix D (Sample Master Agreement), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Vendors shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Section 9 of SOQ Form 1 of Appendix A (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

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

1.39 Time Off for Voting

Resultant Contractors shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

2.0 INSTRUCTIONS TO VENDORS

This Section contains key project dates and activities as well as instructions to Vendors on how to prepare and submit their Statement of Qualifications (SOQ).

2.1 Authority Responsibility

The Authority is not responsible for representations made by any of its officers, staff or member agency employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ shall be sufficient cause for rejection of the SOQ. The evaluation and determination in this area shall be at the Executive Director's sole judgment and his/her judgment shall be final.

2.3 RFSQ Timetable

The timetable of the RFSQ is as follows and is subject to change at the Authority's sole discretion. It should be noted that this RFSQ will be open on a continuous basis until such time as the Authority, in its sole discretion, deems it appropriate to close.

Due to a very compressed overall schedule to have a portion of devices in place prior to August 2015, the timetable for this RFSQ is also aggressive. The Authority is seeking the initial SOQs be submitted by no later than the date indicated below.

However, the Authority encourages early SOQ submissions. SOQs received earlier may have an opportunity to have their devices approved in a timelier manner. This is especially important if a Vendor's device(s) have not yet secured the required certifications/tests to qualify for a particular PSBN Device Category.

The Authority will be accepting SOQs on an ongoing basis to allow for the release and inclusion of new devices that meet the device requirements and the requirements of this RFSQ.

KEY EVENTS	DATE/TIME
Release of RFSQ	May 14, 2015
Request for Solicitations Requirements Review Due	May 29, 2015, by 5 p.m.
Initial SOQs Due	June 5, 2015, by 5 p.m.
Submitted of Vendor Questions	Ongoing
Submittal of SOQs	Ongoing

2.4 Vendor's Questions

Vendors may submit written questions regarding this RFSQ by mail or e-mail to the individual identified below. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ.

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

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Vendors or, due to unclear instructions, may result in the Authority not receiving the best possible responses from Vendor.

Questions should be addressed to:

Melissa Saradpon
Los Angeles Regional Interoperable Communications System (LA-RICS)
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
(323) 881-8289
melissa.saradpon@la-rics.org

2.5 Preparation and Format of the SOQ

In order to facilitate the review of the SOQ responses, all SOQs shall be bound and prepared in accordance with the instructions outlined below and in the prescribed format. Any SOQs that deviate from this format may be rejected without review at the Authority's sole discretion. If an SOQ is rejected, the Authority will provide detailed reasons for the rejection and may allow the Vendor to resolve any discrepancy and resubmit at any time while the RFSQ is still accepting SOQs.

The content and sequence of information must be as follows and identified accordingly in the SOQ:

- Cover Page
- Table of Contents
- Transmittal Letter
- Vendor's Organization
 - ✓ **SOQ Form 1** – Vendor's Organization/Certification
- Vendor's Qualifications

- ✓ **SOQ Form 2** – PSBN Device Categories Checklist
- ✓ **SOQ Form 3** – PSBN Device Categories Compliance Matrix

- Vendor's References
 - ✓ **SOQ Form 4** – Vendor's References
 - ✓ **SOQ Form 5** – Vendor's List of Contracts
 - ✓ **SOQ Form 6** – Vendor's List of Terminated Contracts
 - ✓ **SOQ Form 7** – Vendor's Pending Litigation and Judgments

- Proof of Insurability

- Required Forms
 - ✓ **SOQ Form 8** – Vendor's EEO Certification
 - ✓ **SOQ Form 9** – Contractor Employee Jury Service Program Certification Form and Application for Exception

- Vendor's Submission of PSBN Device(s)

2.5.1 **Cover Page**

The cover page shall include, at a minimum, the following information:

- Company Name
- RFSQ Title: PSBN Devices RFSQ
- RFSQ No.: RFSQ No. LA-RICS 010
- Prepared for: Los Angeles Regional Interoperable Communications System
- Contacts: Executive Contacts
- Firm's/Company Address
- Contact Email Address
- Contact Phone Number

2.5.2 **Table of Contents**

The Table of Contents must be a listing of all of the material included in the SOQ. It must contain each section number for reference, the precise title of each section of the material, and provide accurate, sequential page numbers for all sections.

2.5.3 **Transmittal Letter**

The transmittal letter must be a maximum of one (1) page transmitting the SOQ on the Vendor's letterhead. The dated transmittal letter must include the Vendor's name, address, telephone and facsimile numbers of the person(s) to be used for contact and who will be authorized to represent the Vendor. The letter shall include a statement that the Vendor has reviewed and is in agreement with the RFSQ and Sample Master Agreement. Additionally, the letter shall include a list of all addenda issued by the Authority and a statement acknowledging receipt of all such addenda.

The transmittal letter must bear the original signature of the person authorized to sign on behalf of the Vendor and who can legally bind the Vendor in a Master Agreement.

2.5.4 Vendor's Organization

Vendors shall complete, sign and date SOQ Form 1 (Vendor's Organization/Certification) of Appendix A (Required Forms). **SOQ Form 1 must bear the original signature of the person authorized to sign on behalf of the Vendor and who can legally bind the Vendor in a Master Agreement.**

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

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

2.5.4.1 Required Support Documents

a. Corporations or Limited Liability Company (LLC):

Vendors must submit the following documentation with the SOQ:

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

b. Limited Partnership:

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

2.5.5 Vendor's Qualifications

Vendors shall use particular forms in Appendix A (Required Forms) to demonstrate that it meets the Minimum Qualifications for specific PSBN Device Category(ies) as set forth in Appendix B (PSBN Device Categories) that it is seeking to qualify for. Vendors are instructed to use the forms as provided in this RFSQ and refrain from modifying or reproducing the required forms on their company's letterhead.

2.5.5.1 **PSBN Device Categories Checklist**

Vendors shall complete in its entirety and submit SOQ Form 2 (PSBN Device Categories Checklist) of Appendix A (Required Forms), and explicitly identify which PSBN Device Category(ies) the Vendor intends to submit devices to qualify for. If a Vendor is seeking to qualify for more than one PSBN Device Category, it shall identify **all** such PSBN Device Categories on SOQ Form 2 (PSBN Device Categories Checklist).

The Authority will not determine which PSBN Device Category(ies) are appropriate for the Vendor's devices. It is the Vendor's responsibility to clearly identify the PSBN Device Category(ies) that the Vendor intends to qualify for.

Failure to identify the PSBN Device Category(ies) for which the Vendor intends to qualify for on SOQ Form 2 (PSBN Device Categories Checklist) may result in the SOQ being rejected without further consideration in the Authority's sole discretion. If the SOQ is rejected, the Authority will provide detailed reasons for rejection and allow the Vendor to correct SOQ Form 2 (PSBN Device Categories Checklist) and re-submit.

2.5.5.2 **PSBN Device Categories Compliance Matrix (Amended and Restated under Addendum D – August 2016)**

SOQ Form 3 (PSBN Device Categories Compliance Matrix) of Appendix A (Required Forms) is comprised of a separate compliance matrix for each PSBN Device Category as follows:

- **Category 1** – In-Vehicle Routers
- **Category 2** – USB Modems
- **Category 3** – Smartphones
- **Category 4** – Tablets
- **Category 5** – Outdoor Units
- **Category 6** – Portable Hotspots
- **Category 7** – mPCIe LTE Modems
- **Category 8** – Universal Integrated Circuit Cards (UICC)
- **Category 9** – Routers
- **Category 10** – LTE LMR Radios

Vendors shall complete in its entirety and submit the appropriate SOQ Form 3 (PSBN Device Categories Compliance Matrix) of Appendix A (Required Forms) for **each** device and **each** PSBN Device Category for which the Vendor intends to qualify for. For example, if a Vendor intends to qualify a device for Category 1 (In-Vehicle Routers) and an additional device for Category 6 (Portable Hotspots), then the Vendor must complete the respective PSBN Device Matrix for Category 1 (In-Vehicle Routers) **and** Category 6 (Portable Hotspots) **only**. The Vendor **does not** need to submit a PSBN Device Matrix for the remaining Categories.

Vendors shall use SOQ Form 3 (PSBN Device Categories Compliance Matrix) to demonstrate that **each** device it intends to qualify for meet the requisite Minimum Qualifications and the requisite certification/testing for **each** PSBN Device Category that the Vendor intends to qualify for pursuant to Appendix B (PSBN Device Categories) and Section 1.7 (PSBN Device Categories Minimum Qualifications) of this RFSQ. Vendors may submit additional PSBN Device Compliance Matrices at some future date should a new device(s) meet the requirements become available.

The Authority, in its sole discretion, will determine whether the information provided by the Vendor in SOQ Form 3 (PSBN Device Compliance Matrix), for the specific device(s) the Vendor is seeking to qualify for, demonstrates that the Vendor's device(s) qualifies under that specific PSBN Device Category as set forth in Appendix B (PSBN Device Categories).

Vendors whose devices meet the Minimum Qualifications for a particular PSBN Device Category(ies) **and** meet the requisite Certifications/Test Results at the time of SOQ submission for the PSBN Device Category(ies) that the Vendor is seeking to qualify for as set forth in Appendix B (PSBN Device Categories) will qualify for a Master Agreement.

However, in the event that a Vendor's device meets the Minimum Qualifications for a particular PSBN Device Category(ies), but **does not** have the requisite Certifications/Test Results pursuant to Appendix B (PSBN Device Categories) at the time of SOQ submission, the Vendor will qualify for a Master Agreement provided Vendor agrees to **each** of the following requirements:

1. **(Amended and Restated under Addendum E – June 2017)** Vendor shall secure the requisite Certifications/Test Results for each device the Vendor is qualified for, pursuant to Appendix B (PSBN Device Categories), by no later than June 15, 2019 or a date determined by FirstNet and/or the State of California, whichever occurs first.

2. **(Amended and Restated under Addendum E – June 2017)** Reserved.
3. Vendor shall be responsible at its sole cost, with providing the Authority with compliant PSBN Devices that pass certification, and will be responsible for making any changes needed to devices already deployed to meet certification, which may include but is not limited to, field modification of any deployed devices, or a complete replacement of a device if needed.
4. Vendor shall be responsible for any harm the PSBN Devices cause to the PSBN System, and Vendor shall be responsible for all costs associated with restoring the PSBN System to a fully operational condition.
5. Vendor agrees that any and all costs associated with device Certifications/Test Results shall be borne solely of the Vendor.
6. **(Amended and Restated under Addendum E – June 2017)** Failure of Vendor to secure said Certification/Test Results by no later than June 15, 2019 or a date determined by FirstNet and/or the State of California, whichever occurs first, to bring its device(s) into compliance with the Minimum Qualifications pursuant to Appendix B (PSBN Device Categories), may result in Vendor's Master Agreement being terminated in accordance with Paragraph 47.0 (Termination for Default) of Appendix D (Sample Master Agreement). Additionally, Vendor may be required to refund the Authority and/or Permitted Purchaser, as set forth in the Work Order, in full for the Total Maximum Amount of PSBN Devices purchased under a Work Order, within sixty (60) business days of notification from the Authority that Vendor's Master Agreement is being Terminated for Default in accordance with Paragraph 47.0 (Termination for Default) of Appendix D (Sample Master Agreement).

Failure to complete the SOQ Form 3 (PSBN Device Categories Compliance Matrix) for the specific category(ies) which the Vendor is seeking to qualify for may result in the SOQ being disqualified without further consideration in the Authority's sole discretion. If an SOQ is disqualified, and a Vendor remains interested in becoming a Qualified Contractor, Vendor shall resubmit the SOQ package in its entirety in accordance with this RFSQ.

2.5.5.3 **Vendor's References**

Vendors shall use the appropriate forms provided in Appendix A (Required Forms) to provide the information described below regarding Vendor's References.

a. **References**

Vendors shall provide at least **three (3)** references where (1) the same or similar scope of services were provided, or (2) the same (Band Class 14) or similar (other commercial bands) devices were procured in volume; as requested in this RFSQ on SOQ Form 4 (References).

It is the Vendor's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate, and to inform the point of contact of normal working hours. The same references may be listed on both forms – SOQ Form 4 (References) and SOQ Form 5 (Vendor's List of Contracts).

The Authority will exercise reasonable diligence in contacting references. However, the Authority assumes no responsibility if the contract information provided by the Vendor is not accurate.

The Authority, in its sole discretion, may disqualify a Vendor if:

- References fail to substantiate Vendor's description of the services provided; or
- References fail to support that Vendor's product was successfully implemented or used, or
- The Authority is unable to reach the point of contact with reasonable effort.

b. **Vendor's List of Contracts**

Vendors shall provide a list of all the Vendor's Public Entities contracts for the **most recent three (3) years** on SOQ Form 5 (Vendor's List of Contracts). Vendors may use additional forms if necessary, but the form shall in no way be altered from its original format.

c. **Vendor's List of Terminated Contracts**

Vendors shall provide a list that must include all of the Vendor's contracts that were terminated within the **most recent three (3) years** with a reason for the termination on SOQ Form 6 (Vendor's List of Terminated Contracts). Vendors may use additional forms if necessary, but the form shall in no way be altered from its original format.

d. Vendor's Pending Litigation and Judgments

Vendors shall identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the **past five (5) years** on SOQ Form 7 (Vendor's List of Pending Litigation and Judgments). Vendors shall provide a statement describing the size and scope of any pending or threatened litigation against the Vendor or principals of the Vendor.

2.5.5.4 Proof of Insurability

Vendors shall provide proof of insurance that meet all the insurance requirements set forth in Paragraph 29.0 (General Provisions for All Insurance Coverage) and Paragraph 30.0 (Insurance Coverage) of Appendix D (Sample Master Agreement).

In the event that the Vendor **does not** have the required insurance coverage set forth in Paragraph 29.0 (General Provisions for All Insurance Coverage) and Paragraph 30.0 (Insurance Coverage) of Appendix D (Sample Master Agreement) at the time of SOQ submission, the Vendor may submit with its SOQ, a letter from a qualified insurance carrier indicating its willingness to provide the Vendor with the required insurance coverage set forth in Paragraph 29.0 (General Provisions for All Insurance Coverage) and Paragraph 30.0 (Insurance Coverage) of Appendix D (Sample Master Agreement) should the Vendor be selected and awarded a Master Agreement.

If the Vendor is qualified to be awarded a Master Agreement, the Master Agreement will not be executed by the Authority until such time as the Vendor has submitted, and the Authority has accepted, its insurance coverage that meet all the insurance requirements set forth in Paragraph 29.0 (General Provisions for All Insurance) and Paragraph 30.0 (Insurance Coverage) of Appendix D (Sample Master Agreement).

2.5.5.5 Required Forms

The following list of forms are provided in Appendix A (Required Forms) and shall be submitted as part of SOQ. However, certain SOQ Forms are required to be submitted under different sections within the SOQ response, in accordance with this RFSQ. For your convenience, those forms have been underscored.

The remaining SOQ forms, not required to be submitted as part of a separate section, shall be submitted in response to this Section 2.5.5.5.

- **SOQ Form 1 – Vendor's Organization/ Certification**
Note that this SOQ Form 1 is required to be submitted as part of Section 2.5.4 (Vendor's Organization) of this RFSQ. Please refer to Section 2.5.4.
- **SOQ Form 2 – PSBN Device Categories Checklist**
Note that this SOQ Form 2 is required to be submitted as part of Section 2.5.5, in particular, 2.5.5.1 (PSBN Device Categories Checklist) of this RFSQ. Please refer to Section 2.5.5.1.
- **SOQ Form 3 – PSBN Device Categories Compliance Matrix**
Note that this SOQ Form 3 is required to be submitted as part of Section 2.5.5, in particular Section 2.5.5.2 (PSBN Device Categories Compliance Matrix) of this RFSQ. Please refer to Section 2.5.5.2.
- **SOQ Form 4 – References**
Note that this SOQ Form 4 is required to be submitted as part of Section 2.5.5.3, in particular, Section 2.5.5.3.a (References) of this RFSQ. Please refer to Section 2.5.5.3.a.
- **SOQ Form 5 – Vendor's List of Contracts**
Note that this SOQ Form 5 is required to be submitted as part of Section 2.5.5.3, in particular, Section 2.5.5.3.b (Vendor's List of Contracts) of this RFSQ. Please refer to Section 2.5.5.3.b.
- **SOQ Form 6 – Vendor's List of Terminated Contracts**
Note that this SOQ Form 6 is required to be submitted as part of Section 2.5.5.3, in particular, Section 2.5.5.3.c (Vendor's List of Terminated Contracts) of this RFSQ. Please refer to Section 2.5.5.3.c.
- **SOQ Form 7 – Vendor's Pending Litigation and Judgments**
Note that this SOQ Form 7 is required to be submitted as part of Section 2.5.5.3, in particular, Section 2.5.5.3.d (Vendor's Pending Litigation and Judgments) of this RFSQ. Please refer to Section 2.5.5.3.d.
- ✓ **SOQ Form 8 – Vendor's EEO Certification**
- ✓ **SOQ Form 9 – Contractor Employee Jury Service Program Certification Form and Application for Exception**

2.5.5.6 **Vendor's Submission of PSBN Devices**

Vendors shall be required to submit to the Authority, with its SOQ, a sample device for **each** of the PSBN Device Category(ies) in which it is attempting to qualify for, **on a gratis basis**. The device(s) will become

the property of the Authority and will be used for purposes of functionality testing/demonstration. The sample devices should come with all necessary software to allow the Authority to use the devices to assess functionality and operability.

Failure to submit a sample device for each PSBN Device Category the Vendor intends to qualify for may result in the SOQ being rejected in the Authority's sole discretion.

2.6 SOQ Submission

Vendors shall submit one (1) original hard copy (titled ORIGINAL), one (1) copy (titled COPY), and one (1) electronic copy on a CD/DVD/USB drive (in Word, Excel, PDF format, as applicable). The original SOQ and copy (hard and electronic) shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Vendor and bear the words:

"SOQ FOR PSBN DEVICES IN RESPONSE TO RFSQ NO. LA-RICS 010"

Sample devices shall be boxed appropriately and labeled in the same manner as the hard copy above and shall be delivered with the SOQ to the address listed below.

The SOQ and any related information shall be delivered or mailed to the following address:

**LA-RICS
Contracts Section
2525 Corporate Place, Suite 100
Monterey Park, CA 91754**

Vendors who submit an SOQ by way of facsimile (fax) or electronic mail (e-mail) will be rejected by the Authority, in its sole discretion.

2.7 Acceptance of Terms and Conditions of Master Agreement

Vendors understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix D (Sample Master Agreement).

2.8 SOQ Withdrawals

Upon written request to the Authority to the point of contact listed in Section 1.13 (Contact with Authority Personnel) of this RFSQ, Vendors may withdraw its SOQ at any time and resubmit at any further date while the RFSQ is open.

3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

The Authority reserves the sole right to judge the contents of the SOQ submitted pursuant to the RFSQ and to review, evaluate, and qualify Vendors. The following rules and procedures govern the selection of Vendors to become Qualified Contractors and be awarded a Master Agreement.

3.1 Review Process/Adherence to Minimum Qualifications (Amended and Restated under Addendum B – July 2015)

The Authority shall review the Vendor's SOQ in its entirety in accordance with Section 2.5 (Preparation and Format of the SOQ) of this RFSQ to determine if a Vendor is qualified to become a Qualified Contractor and be awarded a Master Agreement. Authority review includes SOQs being subject to a detailed review by qualified Authority staff, which may include member agency staff, subject matter experts, and consultants retained by the Authority. The review process will include the steps outlined below.

- 3.1.1 A review of SOQ Form 1 (Vendor's Organization/Certification), and any other information available to the Authority, to determine that the Vendor meets the Mandatory Minimum Requirements set forth in Section 1.6 of this RFSQ. Failure of the Vendor to comply with the Mandatory Minimum Requirements may eliminate its SOQ from any further consideration. The Authority, in its sole discretion, reserves the right to waive any informality in an SOQ if the sum and substance of the SOQ is present.
- 3.1.2 A review to determine that **each** of the Vendor's device(s) meet the Minimum Qualifications for **each** PSBN Device Category in accordance with Section 1.7 (PSBN Device Categories Minimum Qualifications), Appendix B (PSBN Device Categories), and Section 2.5.5 (Vendor's Qualifications) for which it is intending to qualify for.
- 3.1.3 Failure of a Vendor to comply with and demonstrate that it meets the Minimum Qualifications set forth in Section 1.7 (PSBN Device Categories Minimum Qualifications), Appendix B (PSBN Device Categories), and Section 2.5.5 (Vendor's Qualifications) for **each** device for **each** PSBN Device Category which the Vendor intends to qualify, may result in the SOQ being disqualified without further review and consideration in the Authority's sole discretion. The Authority, in its sole discretion, reserves the right to waive any informality in an SOQ if the sum and substance of the SOQ is present.
- 3.1.4 A review will include verification of references submitted, a review of the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts in accordance with Section 2.5.5.3 (Vendor's References).

- 3.1.5 A review to determine the magnitude of any pending litigation or judgments against the Vendor in accordance with Section 2.5.5.3 (Vendor's References).
- 3.1.6 A review of Vendor's proof of insurability provided in the SOQ response in accordance with Section 2.5.5.4 (Proof of Insurability).
- 3.1.7 A review of Vendor's submission of the Required Forms in accordance with Section 2.5.5.5 (Required Forms).
- 3.1.8 A review of Vendor's submission of the requisite devices for functionality testing/demonstration, **on a gratis basis**, for each PSBN Device Category for which the Vendor is intending to qualify for.

3.2 Oral Presentations

The Authority reserves the right, in its sole discretion, to require one or more Vendors to make one or more oral presentations regarding its devices as part of the review process. If the Authority, in its sole discretion, determines it necessary to conduct oral presentations, the Authority will notify the Vendor(s) in writing as to the date, time, and location, and the guidelines for content and format of the oral presentation(s).

The Authority may request explanations or clarifications from the Vendor regarding any portion of its SOQ to be addressed during the oral presentation (s). The Authority may elect, in its sole discretion to videotape or otherwise memorialize the oral presentation(s).

If exercised, oral presentation(s), may be factored into the review process, in the Authority's sole discretion, to determine if a Vendor's device(s) meet the criteria set forth in Appendix B (PSBN Device Categories) for the device category(ies) the Vendor intends to qualify for.

3.3 Selection/Qualification Process

The Authority will generally select Vendors that have experience in providing devices similar to those contemplated in Appendix B (PSBN Device Categories). However, in order to insure the Authority has a varied pool of resultant Qualified Contractors, the Authority may offer Master Agreements to Vendors that offer a narrow scope of services in more highly specialized areas.

3.4 Master Agreement Award

Vendors who are notified by the Authority that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a Master Agreement if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Master Agreement, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to the Authority's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement.

SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

RFSQ NO. LA-RICS 010

The Authority will execute LA-RICS JPA Board-authorized Master Agreements with each selected Vendor. All Vendors will be informed of the final selections.

VENDOR ORGANIZATION/CERTIFICATION

Vendor shall fully complete, execute, and submit this certification as part of its Statement of Qualifications (SOQ) as set forth in the Request for Statement of Qualifications (RFSQ). By submitting its SOQ in response to the RFSQ, the Vendor acknowledges and agrees as follows:

1. Vendor's Organizational Information

Please complete, date and sign this form and include it in Section 2.5.4 of the SOQ. The person signing the form must be authorized to sign on behalf of the Vendor and to bind the applicant in a Master Agreement.

- A. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

_____	_____	_____
Name	State	Year Inc.

- B. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

- C. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

- D. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ____ If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

- E. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

F. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Applicant acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ are made, the SOQ may be rejected. The evaluation and determination in this area shall be at the Executive Director's sole judgment and his/her judgment shall be final.

Corporation's Name: _____

Address: _____

Email address: _____ Telephone number: _____

Fax number: _____

2. Compliance with Mandatory Minimum Requirements

By checking the boxes below, Vendor acknowledges and certifies that it meets and complies with all of the Mandatory Minimum Requirements set forth in Section 1.6 (Mandatory Minimum Requirements for All Vendors) of the RFSQ.

- Section 1.6.1 – Vendor has not been debarred in the last three (3) years by any public agency in the United States.**
- Section 1.6.2 – Vendor has not been barred at any time, for reasons of national security, by any agency of the federal government, from bidding on a contract, participating in an auction for frequencies, or receiving a grant.**
- Section 1.6.3 – Vendor has not been identified at any time, as a security threat, or potential security threat, to the United States, by any agency in the federal government or any committee or subcommittee of Congress.**

3. Truth and Accuracy of Representations

The Vendor certifies that to the best of Vendor's knowledge and belief, all information contained in its SOQ is true, complete and correct. If a Vendor includes any materially false statements in its SOQ, the Authority may reject the SOQ, as determined by the Authority in its sole discretion.

4. Acceptance of Terms and Conditions

Vendor understands and agrees that its submission of a SOQ constitutes acknowledgment and acceptance of, and a willingness to comply with, all the terms and conditions of this RFSQ, its Appendices, including without limitation, Appendix D (Sample Master Agreement), and any RFSQ Addenda, including but not limited to Addendum B, which changed certain terms and conditions of the RFSQ and Master Agreement, which are incorporated into and are deemed part of the RFSQ.

5. Compliance with Laws

In responding to the LA-RICS PSBN Devices RFSQ and in performing any agreement the Vendor may enter into as a result of the RFSQ, the Vendor certifies that it shall comply with all applicable federal, state and local laws, ordinances, regulations, rules, guidelines, directives, policies and procedures (collectively, "Applicable Laws"). Applicable Laws include, but are not limited to, the Middle Class Tax Relief and Job Creation Act of 2012 (Pub. L. 112-96) and applicable provisions of the Los Angeles County Code and the Los Angeles Administrative Code. Applicable Laws additionally include, but are not limited to, those referred to in the RFSQ, including, but not limited to, those relating to child support compliance (Los Angeles County Code Chapter 2.200), conflict of interest (Los Angeles County Code Chapter 2.180.010), defaulted property tax reduction (Los Angeles County Code Chapter 2.206), lobbying (Los Angeles County Code Chapter 2.160), anti-discrimination (Civil Rights laws), jury service (Los Angeles County Code Chapter 2.203), non-responsibility and debarment (Chapter 2.202 of the Los Angeles County Code), debarment (45 C.F.R. Part 76), earned income credit (IRS Notice 1015) and all requirements of law referred to in Appendix F (Grant Funding Requirements) to Appendix D (Sample Master Agreement).

6. No Collusion

The Vendor certifies that (a) its SOQ is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; (b) its SOQ is genuine and not collusive or a sham; (c) the Vendor has not directly or indirectly induced or solicited any other Vendor to put in a false or sham SOQ, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Vendor or anyone else to put in a sham SOQ or to cause anyone to refrain from proposing, or to secure any advantage against the Authority for anyone interested in the resultant Master Agreement, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depositor, or to any member or agent thereof to effectuate a collusion or sham SOQ.

7. Conflict of Interest

- a. The Vendor certifies that (a) the Vendor is aware of and has read Section 2.180.010 of the Los Angeles County Code and;
 - b. There are no existing conflicts of interest, as set forth in Section 2.180.010 of the Los Angeles County Code that would prohibit the Vendor from submitting a SOQ. The Vendor additionally certifies that it has no other known potential conflicts of interest other than as set forth below:
-
-
-

Finally, the Vendor certifies that neither it nor any of its subcontractors, under agreement, assisted the Authority in developing and/or evaluating this RFSQ.

8. Lobbyist Ordinance

The Vendor certifies that (a) each County Lobbyist, as defined by the Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code, and (b) each such County Lobbyist is not on the List of Terminated registered Lobbyists maintained by the County of Los Angeles Executive Office of the Board of Supervisors.

9. Defaulted Property Tax Reduction Program

The Vendor certifies that the Vendor is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206, and either:

- a. To the best of Vendor's knowledge, after reasonable inquiry, the Vendor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation, and (ii) the Vendor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any resultant Master Agreement, or
 - b. The Vendor is exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reasons:
-
-
-

10. Community Business Enterprises and Small Business Enterprises

Vendor has attached to this Appendix A (Vendor Organization/Certification): (a) as Attachment A-1, Vendor's fully completed and executed certification of CBE/SBE participation; and (b) as Attachment A-2, documentation supporting the criteria set forth in Section 1.36 (Community Business Enterprises and Small Business Enterprises) of the RFSQ. Without limiting Section 3 (Truth and Accuracy of Representations) of this SOQ Form 1 (Vendor Organization/Certification) of Appendix A (Required Forms), Vendor certifies that to the best of Vendor 's knowledge and belief, all information attached as Attachment A-1 and Attachment A-2 are true, complete and correct.

11. Release of Liability

The Vendor shall release, discharge, defend, hold harmless and indemnify the Authority, its Members, and their respective officers, employees, agents, advisors, and representatives to provide a reference or other information to the Authority, from and against any and all liability, claims, actions and damages that may arise from the provision of such reference or information to the Authority.

12. Debarment

The Vendor certifies that Vendor, any of Vendor's owners, officers, partners, directors, or other principals, and Vendor's Subcontractors are not currently debarred, suspended, declared ineligible or excluded from securing State of California or federally funded contracts by any department or agency.

13. Grant Funding Requirements

It is anticipated that various government Funding Resources comprising municipal, state, federal and/or local grants or other funds will be used to pay for devices, including any Work to be performed by the selected Vendor under the resultant Master Agreement. Vendor agrees to adhere to all requirements imposed by the Authority's receipt of these Funding Resources, including those described in Exhibit F (Grant Funding Requirements) of Appendix D (Sample Master Agreement).

I am _____ (Vendor's authorized representative) of _____ (Vendor Organization's name), the party making the foregoing SOQ.

I hereby certify under penalty of perjury under the laws of the State of California that the contents of this Vendor Certification are true and accurate and the contents of this SOQ are in full compliance with this Vendor Organization/Certification and all of the requirements of the

LA-RICS PSBN Devices RFSQ, including without limitation the terms and conditions of Appendix D (Sample Master Agreement).

This Vendor Organization/Certification is executed this _____
_____ (date) at _____ (city and state) by the undersigned
under penalty of perjury under the laws of the State of California.

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

Attachment A-1: Certification of CBE and SBE Participation

COMMUNITY BUSINESS ENTERPRISE (CBE) AND SMALL BUSINESS ENTERPRISE (SBE) FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: All Vendors responding to this solicitation must return this form with its SOQ as instructed in the RFSQ. The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed, or color.

I. TYPE OF BUSINESS STRUCTURE: _____

(Non-Profit, Corporation, Partnership, Sole Proprietorship, etc.)

If vendor is a Non-Profit, please skip Sections II through V and fill in the name of the firm and sign on page 2.

II. TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): _____

III. RACE/ETHNIC COMPOSITION OF FIRM: (Partners, Associate Partners, Managers, Staff, etc.): Please distribute the above total number of employees into the following categories:

	OWNERS/PARTNERS/ ASSOCIATES/PARTNERS		Managers	Staff
	Male	Female		
Black/African American				
Hispanic/Latino				
Asian or Pacific Islander				
American Indian/Alaskan Native				
Filipino American				
White				

IV. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/ African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian/ Alaskan Native	Filipino American	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

V. CERTIFICATION AS MINORITY, WOMEN DISADVANTAGED, DISABLED VETERAN – OWNED AND SMALL BUSINESS ENTERPRISES: Is your firm currently certified as a minority, women, disadvantaged, disabled veteran-owned or small business enterprise by a public agency? (If yes, complete the following and attach a copy of your proof of certification.)

M W D DV S

Agency _____ ___ ___ ___ ___ ___ Expiration Date _____

Agency _____ ___ ___ ___ ___ ___ Expiration Date _____

Agency _____ ___ ___ ___ ___ ___ Expiration Date _____

Agency _____ ___ ___ ___ ___ ___ Expiration Date _____

Agency _____ ___ ___ ___ ___ ___ Expiration Date _____

Legend: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans; S = Small

COMMUNITY BUSINESS ENTERPRISE (CBE) AND SMALL BUSINESS ENTERPRISE (SBE) COMBINED TOTALS FOR LEAD FIRMS AND SUBCONSULTANTS

VI. NUMBER OF MINORITIES AND WOMEN EMPLOYED: Date: _____

This form to be completed ONLY by the lead firm:

Lead Firm Name: _____

(Aggregate the numbers on this form for ALL THE FIRMS included in your SOQ)

Project: _____

Employees Categories	Staff & Management on this Project	
	Male	Female
1. Black/African American		
2. Hispanic/Latin American		
3. Asian/Pacific Islander		
4. Filipino		
5. American Indian/Alaskan Native		
6. All Others		
7. Total (Sum of items 1-6)		

VII. PROPOSED PERCENTAGE OF TOTAL CONTRACT VALUE TO CBE/SBE SUB-CONSULTANTS ON THIS PROJECT:

Firm Name/Address	Indicate MBE/WBE/DBE or DVBE or SBE	Percentage of Total Contract Value

**Attachment A-2: Documentation Supporting Criteria Set forth in Section 1.36
(Community Business Enterprises and Small Business Enterprises)**

[NOTICE TO RFSQ VENDORS: Vendor to attach supporting documentation as instructed in Section 1.36 (Community Business Enterprises and Small Business Enterprises) of the RFSQ.]

PSBN DEVICE CATEGORIES CHECKLIST

Vendor shall complete this form and include it within the SOQ in accordance with Section 2.5.5.1 (PSBN Device Categories Checklist). **Vendor must check each PSBN Device Category Vendor seeks to qualify for.**

VENDOR NAME: _____

- CATEGORY 1:** In-Vehicle Routers
- CATEGORY 2:** USB Modems
- CATEGORY 3:** Smartphones
- CATEGORY 4:** Tablets
- CATEGORY 5:** Outdoor Units
- CATEGORY 6:** Portable Hotspots
- CATEGORY 7:** mPCIe LTE Modems
- CATEGORY 8:** Universal Integrated Circuit Cards (UICC)
- CATEGORY 9:** Routers
- CATEGORY 10:** LTE LMR Radios

PSBN DEVICE CATEGORIES COMPLIANCE MATRIX

CATEGORY 1 – IN-VEHICLE ROUTERS

Description	Device Form Factor	Use
Router with multiple modems, including at least Band Class 14, and additional options such as Ethernet, USB and Wi-Fi connectivity.	<ul style="list-style-type: none"> • Typical: 5.5 x 6.0 x 1.9 inches. Or other sizes to meet specific vehicle installation needs such as a motorcycle • Mountable • Heat baffles for cooling • External connectors for antenna(s) • External ports for Ethernet connectivity • External USB ports 	<p>Installed in a vehicle it provides the data session connectivity for the vehicle's devices.</p> <ul style="list-style-type: none"> • Primary use is for internal first responder systems and applications to access the B14 LTE system or secondary LTE carrier to connect internal vehicle equipment via Ethernet, USB or Wi-Fi and enhance coverage through the use of an external antenna(s). • Primary Vehicles to use this variant will be Police cars, Police SUVs, Police Motorcycles, Fire Trucks, other fire vehicles, Paramedic vehicles, patrol and fire boats, and possibly helicopters

VENDOR NAME: _____

DEVICE NAME: _____

DEVICE MODEL: _____

DEVICE VERSION: _____

Reference No.	In-Vehicle Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
LTE RF Elements					
1.1	Device must support Band Class 14 (BC14_UE).	X			
1.2	Device is a Power Class 3 UE.	X			
1.3	BC14_UE is a 3GPP Category 3 or 4 device.				
1.4	BC14_UE has external antenna ports to allow for vehicle rooftop mounting of antenna for all functions – MIMO LTE, Wi-Fi and GPS.	X			
1.5a	Device simultaneously supports B14 and one commercial wireless carrier operations.	X			
1.5b	Device can simultaneously support two commercial carriers. Identify each carrier supported.				
1.6	Device can simultaneously support B14 and two or more commercial wireless carrier operations (desired). Identify each carrier supported.				
1.7	Device is supplied with Antenna Kit, cables, and other associated parts to complete installation of the device in a vehicle: motorcycle, car, SUV or truck as specified by agency.	X			
UE Characteristics					
1.8	LTE modem(s) can be installed in the device in the field without voiding its warranty	✘			
1.9	UICC(s) can be installed in the device in the field without voiding its warranty	X			
1.10	There is a unique UICC for each mobile service provider (LTE band) supported in the device.				
1.11	Device supports interworking with the USIM/USAT applications in the UICC per 3GPP 31.101, 31.102 and 31.111.	X			

Reference No.	In-Vehicle Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
1.12	Device is fully compliant with all FCC Technical Advisory Board minimum requirements. Ref: http://apps.fcc.gov/ecfs/document/view?id=7021919873	X			
1.13	Device meets operational conditions of ambient temperature of 0 to 130 degrees Fahrenheit. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	X			
1.14	Device meets operational ambient conditions of temperature of -22 to 140 degrees Fahrenheit or better. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.				
1.15	Device operational ambient temperature of -22 to 170 degrees Fahrenheit or better is desired. Test certification must be on record with the LA-RICS Authority.				
1.16	Device must pass shock resistant to 90 cm drop on any of six sides. MIL SPEC 810. Test certification must be on record with the LA-RICS Authority.	X			
1.17	Device must be certified vibration resistant for light truck transportation model using MIL STD-810G, or equivalent. Test certification must be on record with the LA-RICS Authority.	X			
1.18	Device has at least one Ethernet RJ-45 port (10/100/1000).	X			
1.19	Device has two or more Ethernet RJ-45 ports (10/100/1000).				
1.20	Device has one or more USB 2.0 ports.	X			
1.21	Device has one or more USB 3.0 ports.				
1.22	Device supports an OBD- II interface.				
1.23	Device supports HDOBD interface.				
1.24	Device must be certified IEC 60529 or equivalent for intrusion protection (IP) of IP54 or better without the use of a third party enclosure. IEC test certification must be on record with the LA-RICS Authority.	✘			

Reference No.	In-Vehicle Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
1.25	Device must be certified IEC 60529 or equivalent for IP66 or better without the use of a third-party enclosure. IEC test certification must be on record with the LA-RICS Authority				
1.26	Installation kit, mounting hardware and instructions required to maintain UL and other applicable safety certification(s).				
1.27	Power accessories: All necessary parts including, but not limited to connectors and harnesses to power the vendor's router via a nominal 10 - 30 VDC power source (e.g. vehicle battery).	X			
1.28	Antenna for LTE operations across all supported bands with 3G fallback, Mag mount with ground plane, 15 ft (or similar) antenna cabling with connectors.				
1.29	GPS SMA Mag-Mount antenna				
1.30	Wi-Fi SMA Mag-Mount antenna				
1.31	7-foot Ethernet cable available as an option or procured separately				
1.32	Connector accessory: A locking mechanism for connectors to solidly fasten USB to device.				
1.33	Warranty and any offerings for extended warranties for the device must be on record with the LA-RICS Authority.	X			
1.34	Provide installation documentation and limited training for 3 rd party installation vendors	✗			
Motorcycle Specific UE Requirements					
1.35	Device is certified vibration resistant for motorcycle transportation model using MIL STD-810G, or equivalent. Test certification must be on record with the LA-RICS Authority.	✗			
1.36	Device has a small profile suitable for mounting on a motorcycle.	✗			
1.37	Device accessories necessary for mounting on a motorcycle including power cabling, antenna, and miscellaneous hardware.	✗			

Reference No.	In-Vehicle Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
Wi-Fi and Bluetooth					
1.38	Device supports Wi-Fi station (STA) protocol IEEE 802.11b/g/n in the 2.4GHz band.	X			
1.39	Device supports Wi-Fi station (STA) protocol IEEE 802.11b/g/n with operations in both 2.4 and 5.8 GHz bands.				
1.40	UE supports Wi-Fi offload and may or may not support session persistence.				
1.41	EIRP of device exceeds 17 dBm with supported MIMO configuration				
1.42	EIRP of device exceeds 24 dBm with supported MIMO configuration				
1.43	The device supports Wi-Fi Access Point (STA) protocol IEEE 802.11a in the 4.9 GHz band.				
1.44	Device supports Wi-Fi station (AP) protocol IEEE 802.11b/g/n with operations in dual bands, 2.4 and 5.8 GHz.				
1.45	EIRP of device exceeds 17 dBm with supported MIMO configuration				
1.46	EIRP of device exceeds 24 dBm with supported MIMO configuration				
1.47	The device supports Wi-Fi Access Point (AP) protocol IEEE 802.11a in the 4.9 GHz band.				
1.48	The device may support Wi-Fi Station (STA) protocol IEEE 802.11a in the 4.9 GHz band.				
1.49	The device supports WPA2-Enterprise				
1.50	If the device has WPS capability, it must support disabling that feature.	X			
1.51	The device supports at least one SSID.				
1.52	The device supports multiple SSIDs.				

Reference No.	In-Vehicle Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
1.53	The device is capable of non-broadcast or hidden SSIDs.				
1.54	The device supports Bluetooth 4.0 or higher.				
1.55	The device supports the IEEE 802.11s mesh networking amendment to the IEEE 802.11 specification.				
GPS					
1.56	The device supports autonomous (standalone) 3-channel, or higher GPS solution.				
1.57	The device supports autonomous (standalone) 3-channel, or higher GPS solution and at least one other satellite system (e.g. GLONASS).				
1.58	The device supports autonomous 12-channel, or higher GPS and GPS augmentation (WAAS).				
1.59	The device support autonomous GPS (USA GPS) and at least one other satellite system (e.g., Galileo, European GPS) and GPS augmentation.				
1.60	The GPS position is refreshed at a rate of 5 Hz or faster.				
1.61	The GPS position is refreshed rate of 1 Hz or faster.				
Device Management					
1.62	The device policies are settable via OMA-DM 1.2v (or higher) compliant managers.	✘			
1.63	Device supports LA-RICS certified extensions to the OMA DM Management Information Bases (MIBs).				
1.64	The device provisioning may be settable via vendor's proprietary Web-based management.				
Applications					
1.65	Device is compatible and tested with NetMotion's Locality software.				

Reference No.	In-Vehicle Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
1.66	An LTE performance application is supported by the device supplier				
1.67	Vendor supported Automatic Vehicular Location (AVL) device client. Management may be via OMA-DM 1.2v or Web based.				
UE Security					
1.68	The device utilizes a trusted boot.	✘			
1.69	The device utilizes a hardware root of trust and trusted boot.				
1.70	The device utilizes a hardware root of trust and trusted boot, and attestation.				
1.71	The UE supports Advanced Authentication (AA) as defined by CJIS security policies. Ref: http://www.fbi.gov/about-us/cjis/RequirementsDocument.pdf				
1.72	The device is FIPS 140-2 security class level 1 certified by an accredited Cryptographic Module Testing laboratory. Test certification must be on record with the LA-RICS Authority.				
1.73	The device must meet FIPS 140-2 security class level 2 certified by an accredited Cryptographic Module Testing laboratory. Test certification must be on record with the LA-RICS Authority.				
UI Interface					
1.74	Device includes an integral speaker(s) that is louder than customary in consumer devices. Decibels to be defined.				
1.75	Device uses noise cancellation technology.				
1.76	User interface (UI) display is designed for outdoor use with brighter screen than found on consumer devices.				
1.77	Device touchscreen operates successfully with gloves on.				

Reference No.	In-Vehicle Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
Certification (Note 1,2)					
1.78	Device must be FCC Part 90 certified. Test certification must be on record with the LA-RICS Authority.	X			
1.79	Device must be FCC Part 15 certified. Test certification must be on record with the LA-RICS Authority.	X			
1.80	Device is PTCRB certified for Band 14 operations. Test certification must be on record with the LA-RICS Authority.	X			
1.81	Device is certified for operation on the alternate carriers to be used in the operation of the device. Test certification must be on record with the LA-RICS Authority.	X			
1.82	Device must be IOT certified with Ericsson RAN. The IOT test plan will be consistent with published CTIA Certification Test Plans. The expectation is that the tests should be executed by a CTIA Authorized Test Lab. Specific test suites to be provided by LARICS. Normative Reference: http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans	X			
1.83	Device must be certified to be interoperable with the Motorola/Mformation device management system. Test cases will be consistent with Interoperability test cases in the OMA document: "Enabler Test Specification for Device Management", Jan 2008 Normative reference: http://technical.openmobilealliance.org/Technical/Release_Program/docs/ETS/OMA-ETS-DM-V1_2-20110128-C.pdf	X			

Reference No.	In-Vehicle Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
1.84	Device must be <i>conformance</i> tested on the LA-RICS network by the vendor under the observation and approval of LA-RICS personnel or its agents. The base conformance test plan will follow CTIA's, "Certification Program Test Plan", see link below. The detailed step-by-step IOT plan will be developed by the vendor, then reviewed and approved by LA-RICS. Normative Reference: http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0	X			
1.85	Device must be <i>acceptance</i> tested by LA-RICS. Test plan may be based upon all processes from device ordering through drive tests on the LA-RICS network. The purpose of the tests is to operationalize the device and ensure a good quality user experience.	X			

Note:

- 1.) As part of LA-RICS acceptance testing (post-PTCRB certification) should test with included antenna(s) supplied with device as applicable.
- 2.) If a certified mPCI modem is utilized within the device, then the modem certification will carry over to the next higher assembly.

PSBN DEVICE CATEGORIES COMPLIANCE MATRIX
CATEGORY 2 – USB MODEMS

Description	Device Form Factor	Use
USB modem that provides LTE radio connectivity for devices that support USB modems.	USB, 3.7 X 1.3 X 0.5 inches or other sizes as defined by the manufacturer	USB connection into laptops (MDTs), tablets, and in-vehicle routers to provide LTE connectivity.

VENDOR NAME: _____

DEVICE NAME: _____

DEVICE MODEL: _____

DEVICE VERSION: _____

Reference No.	USB Modems Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
LTE RF Elements					
2.1	Device supports Band Class 14 (BC14_UE).	X			
2.2	Device is a Power Class 3 UE.	X			
2.3	BC14_UE is a 3GPP Category 3 or 4 device.	X			
2.4	BC14_UE has external antenna ports.				
2.5	External antenna kit (if applicable).				
UE Characteristics					
2.6	Device supports interworking with the USIM/USAT applications in the UICC per 3GPP 31.101, 31.102 and 31.111.	X			
2.7	Device is fully compliant with all FCC Technical Advisory Board minimum requirements. Ref: http://apps.fcc.gov/ecfs/document/view?id=7021919873	X			
2.8	Device meets operational conditions of ambient temperature of 0 to 130 degrees Fahrenheit. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	X			
2.9	Device meets operational ambient conditions of temperature of -22 to 140 degrees Fahrenheit or better. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.				
2.10	The device meets USB 3.0 specifications.				
2.11	List any accessories that are supported for this device such as anchor bracket, an extension USB cord, etc.				
2.12	The device supplier shall provide connection manager software (driver) that operates with the USB modem. These driver(s) shall be indicate which operating system(s) are supported and have been verified (e.g.; Windows 7)	X			

Reference No.	USB Modems Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
2.13	Warranty and any offerings for extended warranties for the device must be on record with the LA-RICS Authority.	X			
eUICC Management					
2.14	If the USB only uses an eUICC or embedded SIM then the UICC specifications apply for this device.	X			
Certification					
2.15	Device must be FCC Part 90 certified. Test certification must be on record with the LA-RICS Authority.	X			
2.16	Device is PTCRB certified for Band 14 operations. Test certification must be on record with the LA-RICS Authority.	X			
2.17	Device is certified for operation on the alternate carriers to be used in the operation of the device. Test certification must be on record with the LA-RICS Authority.	X			
2.18	Device must be IOT certified with Ericsson RAN. The IOT test plan will be consistent with published CTIA Certification Test Plans. The expectation is that the tests should be executed by a CTIA Authorized Test Lab. Specific test suites to be provided by LARICS. Normative Reference: http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans	X			

Reference No.	USB Modems Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
2.19	Device must be <i>conformance</i> tested on the LA-RICS network by the vendor under the observation and approval of LA-RICS personnel or its agents. The base conformance test plan will follow CTIA's, "Certification Program Test Plan", see link below. The detailed step-by-step IOT plan will be developed by the vendor, then reviewed and approved by LA-RICS. Normative Reference: http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0	X			
2.20	Device must be <i>acceptance</i> tested by LA-RICS. Detailed test plan will be based upon all processes from device ordering through drive tests on the LA-RICS network. The purpose of the tests is to operationalize the device and ensure a good quality user experience.	X			

PSBN DEVICE CATEGORIES COMPLIANCE MATRIX
CATEGORY 3 – SMARTPHONES

Description	Device Form Factor	Use
LTE Smart Phone that operates on Band Class 14 as well as at least one other carriers networks.	<ul style="list-style-type: none">• Typical: 5.55 x 2.97 x 0.53 inches• Minimum 4.7 inch touch screen.• Ports for Audio headphones• Micro USB• Controls for volume, power, etc.• Hardened Case and screen• Speakerphone capability	Handheld smart phone for data and non-mission critical voice services. <ul style="list-style-type: none">• Hardened for rugged use

VENDOR NAME: _____

DEVICE NAME: _____

DEVICE MODEL: _____

DEVICE VERSION: _____

APPENDIX A
SOQ FORM 3.3

RFSQ NO. LA-RICS 010

Amended and Restated in Addendum C

Reference No.	Smartphone Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
LTE RF Elements					
3.0	Device must support Band Class 14 (BC14_UE).	X			
3.1	Device is a Power Class 3 UE.	X			
3.2	BC14_UE is a 3GPP Category 3 or 4 device.				
3.3	BC14_UE has external antenna ports to allow for vehicle rooftop mounting of antenna for all functions – MIMO LTE, Wi-Fi and GPS				
3.4	Device supports B14 and one commercial wireless carrier operations as an alternate when B14 is not available	X			
3.5a	Device can support B14 and two or more commercial wireless carrier operations as alternates when B14 is not available (desired). Identify each carrier supported.				
3.5b	Device can simultaneously support two commercial wireless carriers. Identify each carrier supported.				
3.6	Device accessories: Device is supplied with docking station, Antenna Kit, cables, and other associated parts to complete installation of the device in a vehicle: motorcycle, car, SUV or truck as specified by agency.				
UE Characteristics					
3.7	UICC(s) can be installed in the device in the field without voiding its warranty.	X			
3.8	There is a unique UICC for each mobile service provider (LTE band) supported in the device.				
3.9	The device should be able to support virtual SIMs (multiple profiles) on a single UICC slot.				
3.10	Device supports interworking with the USIM/USAT applications in the UICC per 3GPP 31.101, 31.102 and 31.111.	X			

APPENDIX A
SOQ FORM 3.3

RFSQ NO. LA-RICS 010

Amended and Restated in Addendum C

Reference No.	Smartphone Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
3.11	Device is fully compliant with all FCC Technical Advisory Board minimum requirements. Ref: http://apps.fcc.gov/ecfs/document/view?id=7021919873	X			
3.12	Device meets operational conditions of ambient temperature of 0 to 130 degrees Fahrenheit. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	X			
3.13	Device meets operational ambient conditions of temperature of -22 to 140 degrees Fahrenheit or better. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.				
3.14	Device must pass MIL SPEC 810 G test for shock resistant to 90 cm drop on any of six sides. Test certification must be on record with the LA-RICS Authority.	X			
3.15	Device must be certified vibration resistant for light truck transportation model using MIL STD-810G, or equivalent. Test certification must be on record with the LA-RICS Authority.				
3.16	Device has one or more Micro-USB, USB 2.0, or USB 3.0 connector.	X			
3.17	Device must be certified IEC 60529 for intrusion protection (IP) of IP54 or better without the use of a third party enclosure. IEC test certification must be on record with the LA-RICS Authority.				
3.18	Device must be certified IEC 60529 for IP66 or better without the use of a third-party enclosure. IEC test certification must be on record with the LA-RICS Authority.				
3.19	Power accessories: All necessary parts for powering device including AC/DC power adapter brick and cord for 100-240 VAC, 50-60Hz power source. Specify your minimum and maximum battery life during idle and working conditions and recharging time.	X			
3.20	Power accessories: additional replaceable battery and battery charger.				

**APPENDIX A
SOQ FORM 3.3**

RFSQ NO. LA-RICS 010

Amended and Restated in Addendum C

Reference No.	Smartphone Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
3.21	Identify and recommend accessories that work with and support of the unit such as 1.) Micro USB cable 2.) Wired head phones 3.) Bluetooth head phones 4.) Vehicle charger 5.) Vehicle cradle 6.) External cases 7.) Screen covers 8.) Holster smartphone holder 9.) External port extender cradle to enable connection to external antenna 10.) External antenna 11.) Installation kit				
3.22	Warranty and any offerings for extended warranties for the device must be on record with the LA-RICS Authority.				
3.23	Identify the processor and memory configuration (and options) used in the device. LA-RICS would prefer to internal memory storage at least 32GB that is expandable up to 128GB.				
3.24	Identify the current OS (operating system) used with the smartphone device. LA-RICS recommends that the smartphone device support the current OS and be software upgradable to the next OS.				
Wi-Fi and Bluetooth					
3.25	Device supports Wi-Fi station (STA) protocol IEEE 802.11b/g/n in the 2.4GHz band.				
3.26	Device supports Wi-Fi station (STA) protocol IEEE 802.11b/g/n with operations in both 2.4 and 5.8 GHz bands.				
3.27	Device supports Wi-Fi offload and may or may not support session persistence.				

Reference No.	Smartphone Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
3.28	EIRP of device exceeds 17 dBm with supported MIMO configuration				
3.29	EIRP of device exceeds 24 dBm with supported MIMO configuration				
3.30	The device supports Wi-Fi Access Point (STA) protocol IEEE 802.11a in the 4.9 GHz band.				
3.31	Device supports Wi-Fi station (AP) protocol IEEE 802.11b/g/n with operations in dual bands, 2.4 and 5.8 GHz.				
3.32	EIRP of device exceeds 17 dBm with supported MIMO configuration				
3.33	EIRP of device exceeds 24 dBm with supported MIMO configuration				
3.34	The device supports Wi-Fi Access Point (AP) protocol IEEE 802.11a in the 4.9 GHz band.				
3.35	The device may support Wi-Fi Station (STA) protocol IEEE 802.11a in the 4.9 GHz band.				
3.36	The device supports WPA2-Enterprise				
3.37	If the device has WPS capability, it must support disabling that feature.	X			
3.38	The device supports at least one SSID				
3.39	The device supports multiple SSIDs				
3.40	The device is capable of non-broadcast or hidden SSIDs.				
3.41	The device supports Bluetooth 4.0 or higher.				
GPS					
3.42	The device supports autonomous (standalone) 3-channel, or higher GPS solution.				
3.43	The device supports autonomous (standalone) 3-channel, or higher GPS solution and at least one other satellite system (e.g. GLONASS).	X			
3.44	The device supports autonomous 12-channel, or higher GPS and GPS augmentation (WAAS).				
3.45	The device support autonomous GPS (USA GPS) and at least one other satellite system (e.g., Galileo, European GPS) and GPS augmentation.				

**APPENDIX A
SOQ FORM 3.3**

RFSQ NO. LA-RICS 010

Amended and Restated in Addendum C

Reference No.	Smartphone Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
3.46	The GPS position is refreshed at a rate of 5 Hz or faster. High sampling rate required for high-speed vehicles.				
3.47	The GPS position is refreshed rate of 1 Hz or faster.				
Device Management					
3.48	The device policies are settable via OMA-DM 1.2v (or higher) compliant managers.				
3.49	Device supports LA-RICS certified extensions to the OMA DM Management Information Bases (MIBs).				
3.50	The device provisioning may be settable via vendor's proprietary Web-based management.				
Applications					
3.51	Device is compatible and tested with NetMotion's Locality software.				
3.52	An LTE performance application is supported by the device supplier				
3.53	Vendor supported push-to-talk (PTT) device client is managed by OMA-DM 1.2v compliant server.				
3.54	Vendor supported Automatic Vehicular Location (AVL) device client. Management may be via OMA-DM 1.2v, or Web based.				
3.55	Vendor supported weather client.				
3.56	Vendor supported Internet Browser.				
3.57	Circuit switched voice or VoLTE.	X			
3.58	Vendor supported VoIP application (SIP based).				
3.59	Vendor supported Messaging (SMS and MMS).	X			
3.60	Vendor supported CMAS client.	X			
3.61	Vendor supported email client.	X			
UE Security					
3.62	The device utilizes a trusted boot.				
3.63	The device utilizes a hardware root of trust and trusted boot.				

**APPENDIX A
SOQ FORM 3.3**

RFSQ NO. LA-RICS 010

Amended and Restated in Addendum C

Reference No.	Smartphone Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
3.64	The device utilizes a hardware root of trust and trusted boot, and attestation				
3.65	The UE supports Advanced Authentication (AA) as defined by CJIS security policies. Ref: http://www.fbi.gov/about-us/cjis/RequirementsDocument.pdf				
3.66	The device is FIPS 140-2 security class level 1 certified by an accredited Cryptographic Module Testing laboratory. Test certification must be on record with the LA-RICS Authority.				
3.67	The device must meet FIPS 140-2 security class level 2 certified by an accredited Cryptographic Module Testing laboratory. Test certification must be on record with the LA-RICS Authority.				
UI Interface					
3.68	Device includes an integral speaker(s) that is louder than customary in consumer devices. Describe the Decibels of your handset	X			
3.69	Device uses noise cancellation technology.	X			
3.70	User interface (UI) display is designed for outdoor use with brighter screen than found on consumer devices.	X			
3.71	Device touchscreen operates successfully with gloves on.				
Certification					
3.72	Device must be FCC Part 90 certified. Test certification must be on record with the LA-RICS Authority.	X			
3.73	Device must be FCC Part 15 certified. Test certification must be on record with the LA-RICS Authority.	X			
3.74	Device is PTCRB certified for Band 14 operations. Test certification must be on record with the LA-RICS Authority.	X			
3.75	Device is certified for operation on the alternate carriers to be used in the operation of the device. Test certification must be on record with the LA-RICS Authority.	X			

Reference No.	Smartphone Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
3.76	Device must be IOT certified with Ericsson RAN. The IOT test plan will be consistent with published CTIA Certification Test Plans. The expectation is that the tests should be executed by a CTIA Authorized Test Lab. Specific test suites to be provided by LARICS. Normative Reference: http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans	X			
3.77	Device must be interoperable with the device management system. Test cases will be consistent with Interoperability test cases in the OMA document: “Enabler Test Specification for Device Management”, Jan 2008 Normative reference: http://technical.openmobilealliance.org/Technical/Release_Program/docs/ETS/OMA-ETS-DM-V1_2-20110128-C.pdf	X			
3.78	Device must be <i>conformance</i> tested on the LA-RICS network by the vendor under the observation and approval of LA-RICS personnel or its agents. The base conformance test plan will follow CTIA’s, “Certification Program Test Plan”, see link below. The detailed step-by-step IOT plan will be developed by the vendor, then reviewed and approved by LA-RICS. Normative Reference: http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0	X			
3.79	Device must be <i>acceptance</i> tested by LA-RICS. Test plan may be based upon all processes from device ordering through drive tests on the LA-RICS network. The purpose of the tests is to operationalize the device and ensure a good quality user experience.	X			

PSBN DEVICE CATEGORIES COMPLIANCE MATRIX

CATEGORY 4 – TABLETS

Description	Device Form Factor	Use
Rugged tablet computer.	Typical: 9.0 x 6.5 x 1.3 inches or other suitable dimension as specified by the manufacturer <ul style="list-style-type: none">• USB ports• Power ports• Battery• Hardened Case• Touch screen• Ability to add external keyboard	May be fixed in a vehicle, or carried by a First Responder. Multiple screen sizes to meet implementation applications.

VENDOR NAME: _____

DEVICE NAME: _____

DEVICE MODEL: _____

DEVICE VERSION: _____

APPENDIX A
SOQ FORM 3.4

RFSQ NO. LA-RICS 010

Amended and Restated in Addendum B

Reference No.	Tablet Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			Yes	No	
LTE RF Elements					
4.1	Device must support Band Class 14 (BC14_UE).	X			
4.2	Device is a Power Class 3 UE.	X			
4.3	BC14_UE is a 3GPP Category 3 or 4 device.				
4.4	BC14_UE has external antennae ports to allow for vehicle rooftop mounting of antennae for all functions – MIMO LTE, Wi-Fi and GPS.				
4.5	Device simultaneously supports B14 and one commercial wireless carrier operations. Identify each carrier supported.	X			
4.6	Device can simultaneously support B14 and two or more commercial wireless carrier operations (desired). Identify each carrier supported.				
4.7	Device accessories: Device is supplied with docking station, Antenna Kit, cables, and other associated parts to complete installation of the device in a vehicle: motorcycle, car, SUV or truck as specified by agency.				
4.8	Provide installation documentation and limited training for 3 rd party installation vendors	✗			
UE Characteristics					
4.9	LTE modem(s) can be installed in the device in the field without voiding its warranty.				
4.10	UICC(s) can be installed in the device in the field without voiding its warranty.				
4.11	There is a unique UICC for each mobile service provider (LTE band) supported in the device.				
4.12	Device supports interworking with the USIM/USAT applications in the UICC per 3GPP 31.101, 31.102 and 31.111.	X			

APPENDIX A
SOQ FORM 3.4

RFSQ NO. LA-RICS 010

Amended and Restated in Addendum B

Reference No.	Tablet Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			Yes	No	
4.13	Device is fully compliant with all FCC Technical Advisory Board minimum requirements. Ref: http://apps.fcc.gov/ecfs/document/view?id=7021919873	X			
4.14	Device meets operational conditions of ambient temperature of 0 to 130 degrees Fahrenheit. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	✗			
4.15	Device meets operational ambient conditions of temperature of -22 to 140 degrees Fahrenheit or better. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.				
4.16	Device must pass shock resistant to 90 cm drop on any of six sides. MIL SPEC 810. Test certification must be on record with the LA-RICS Authority.	X			
4.17	Device must be certified vibration resistant for light truck transportation model using MIL STD-810G, or equivalent. Test certification must be on record with the LA-RICS Authority.				
4.18	Device has two or more Ethernet RJ-45 ports (10/100/1000).				
4.19	Device has one Ethernet RJ-45 ports (10/100/1000).				
4.20	Device has one or more USB 2.0 and/or USB 3.0 ports.				
4.21	Device must be certified IEC 60529 for intrusion protection (IP) of IP54 or better without the use of a third party enclosure. IEC test certification must be on record with the LA-RICS Authority.	✗			
4.22	Device must be certified IEC 60529 for IP66 or better without the use of a third-party enclosure. IEC test certification must be on record with the LA-RICS Authority. Specify your minimum and maximum battery life during idle and working conditions including charging time.				
4.23	Power accessories: All necessary parts for powering device including AC/DC power adapter brick and cord for 100-240 VAC, 50-60Hz power source.	X			

Reference No.	Tablet Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? <small>(Vendor shall mark column with X)</small>		Vendor Comments
			Yes	No	
4.24	Connector accessory: A locking mechanism for connectors – USB and RJ-45.				
4.25	Identify and recommend accessories that work with and support of the unit such as 1.) AC/DC power charger 2.) Replacement Batteries 3.) External cases 4.) Screen protection 5.) External keyboard 6.) External monitor 7.) USB cords 8.) Passive cradle 9.) Port adapter cradle 10.) External antenna adapter 11.) Wired head phones 12.) Bluetooth headphones				
4.25	Warranty and any offerings for extended warranties for the device must be on record with the LA-RICS Authority.				
4.26	Identify the Memory configuration and the processor used in the device. LA-RICS would prefer to have 128 GB memory with 4GB RAM available on the tablet device				
Wi-Fi and Bluetooth					
4.27	Device supports Wi-Fi station (STA) protocol IEEE 802.11b/g/n in the 2.4GHz band.	X			
4.28	Device supports Wi-Fi station (STA) protocol IEEE 802.11b/g/n with operations in both 2.4 and 5.8 GHz bands.	X			
4.29	Device supports Wi-Fi offload and may or may not support session persistence.				

APPENDIX A
SOQ FORM 3.4

RFSQ NO. LA-RICS 010

Amended and Restated in Addendum B

Reference No.	Tablet Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			Yes	No	
4.30	EIRP of device exceeds 17 dBm with supported MIMO configuration	X			
4.31	EIRP of device exceeds 24 dBm with supported MIMO configuration.				
4.32	The device supports Wi-Fi Access Point (STA) protocol IEEE 802.11a in the 4.9 GHz band.				
4.33	Device supports Wi-Fi station (AP) protocol IEEE 802.11b/g/n with operations in dual bands, 2.4 and 5.8 GHz.				
4.34	EIRP of device exceeds 17 dBm with supported MIMO configuration.				
4.35	EIRP of device exceeds 24 dBm with supported MIMO configuration.				
4.36	The device supports Wi-Fi Access Point (AP) protocol IEEE 802.11a in the 4.9 GHz band.				
4.37	The device may support Wi-Fi Station (STA) protocol IEEE 802.11a in the 4.9 GHz band.				
4.38	The device supports WPA2-Enterprise.				
4.39	If the device has WPS capability, it must support disabling that feature.	X			
4.40	The device supports at least one SSID.				
4.41	The device supports multiple SSIDs.				
4.42	The device is capable of non-broadcast or hidden SSIDs.				
4.43	The device supports Bluetooth 4.0 or higher.				
GPS					
4.44	The device supports autonomous (standalone) 3-channel, or higher GPS solution.				

Reference No.	Tablet Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			Yes	No	
4.45	The device supports autonomous (standalone) 3-channel, or higher GPS solution and at least one other satellite system (e.g. GLONASS).	X			
4.46	The device supports autonomous 12-channel, or higher GPS and GPS augmentation (WAAS).				
4.47	The device support autonomous GPS (USA GPS) and at least one other satellite system (e.g., Galileo, European GPS) and GPS augmentation				
4.48	The GPS position is refreshed at a rate of 5 Hz or faster.				
4.49	The GPS position is refreshed rate of 1 Hz or faster.				
Device Management					
4.50	The device policies are settable via OMA-DM 1.2v (or higher) compliant managers.	✘			
4.51	Device supports LA-RICS certified extensions to the OMA DM Management Information Bases (MIBs).				
4.52	The device provisioning may be settable via vendor's proprietary Web-based management.				
Applications					
4.53	Device is compatible and tested with NetMotion's Locality software.				
4.54	An LTE performance application is supported by the device supplier				
4.55	Vendor supported push-to-talk (PTT) device client is managed by OMA-DM 1.2v compliant server.				
4.56	Vendor supported Automatic Vehicular Location (AVL) device client. Management may be via OMA-DM 1.2v, or Web based.				
4.57	Vendor supported weather client.				
4.58	Vendor supported Internet Browser.				

Reference No.	Tablet Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			Yes	No	
4.59	Vendor supported VoIP application (SIP based).				
4.60	Vendor supported Messaging (SMS and MMS).				
4.61	Vendor supported CMAS client.				
4.62	Vendor supported email client.				
4.63	Vendor to identify the common business enterprise software that is supported on the device (i.e. Microsoft Office Suite, Adobe, etc.).				
UE Security					
4.64	The device utilizes a trusted boot.	X			
4.65	The device utilizes a hardware root of trust and trusted boot.				
4.66	The device utilizes a hardware root of trust and trusted boot, and attestation				
4.67	The UE supports Advanced Authentication (AA) as defined by CJIS security policies. Ref: http://www.fbi.gov/about-us/cjis/RequirementsDocument.pdf				
4.68	The device is FIPS 140-2 security class level 1 certified by an accredited Cryptographic Module Testing laboratory. Test certification must be on record with the LA-RICS Authority.				
4.69	The device must meet FIPS 140-2 security class level 2 certified by an accredited Cryptographic Module Testing laboratory. Test certification must be on record with the LA-RICS Authority.				
UI Interface					
4.70	Device includes an integral speaker(s) that is louder than customary in consumer devices. Decibels to be defined.				
4.71	Device uses noise cancellation technology.				
4.72	User interface (UI) display is designed for outdoor use with brighter screen than found on consumer devices.				
4.73	Device touchscreen operates successfully with gloves on.				

Reference No.	Tablet Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			Yes	No	
4.74	Vendor to identify other user interfaces that are offered and supported on the tablet. LA-RICS would prefer that the tablet device support a digitized pen with “click” button features and the ability to write on the device instantly on most software programs and documents.				
Certification ^{Note 1}					
4.75	Device must be FCC Part 90 certified. Test certification must be on record with the LA-RICS Authority.	X			
4.76	Device must be FCC Part 15 certified. Test certification must be on record with the LA-RICS Authority.	X			
4.77	Device is PTCRB certified for Band 14 operations. Test certification must be on record with the LA-RICS Authority.	X			
4.78	Device is certified for operation on the alternate carriers to be used in the operation of the device. Test certification must be on record with the LA-RICS Authority.	X			
4.79	Device must be IOT certified with Ericsson RAN. The IOT test plan will be consistent with published CTIA Certification Test Plans. The expectation is that the tests should be executed by a CTIA Authorized Test Lab. Specific test suites to be provided by LARICS. Normative Reference: http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans	X			

Reference No.	Tablet Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			Yes	No	
4.80	Device must be certified to be interoperable with the Mformation device management system. Test cases will be consistent with Interoperability test cases in the OMA document: "Enabler Test Specification for Device Management", Jan 2008 Normative reference: http://technical.openmobilealliance.org/Technical/Release_Program/docs/ETS/OMA-ETS-DM-V1_2-20110128-C.pdf	X			
4.81	Device must be <i>conformance</i> tested on the LA-RICS network by the vendor under the observation and approval of LA-RICS personnel or its agents. The base conformance test plan will follow CTIA's, "Certification Program Test Plan", see link below. The detailed step-by-step IOT plan will be developed by the vendor, then reviewed and approved by LA-RICS. Normative Reference: http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0	X			
4.82	Device must be <i>acceptance</i> tested by LA-RICS. Test plan may be based upon all processes from device ordering through drive tests on the LA-RICS network. The purpose of the tests is to operationalize the device and ensure a good quality user experience.	X			

Note:

- 1.) As part of LA-RICS acceptance testing (post-PTCRB certification) should test with included antenna(s) supplied with device as applicable.

PSBN DEVICE CATEGORIES COMPLIANCE MATRIX

CATEGORY 5 – OUTDOOR UNITS (ODU)

Description	Device Form Factor	Use
Fixed outdoor LTE CPE (ODU). Ethernet cable is used to connect users to the ODU.	Outdoor device typically small profile • e.g. 4.7 x 8.5 x 2.6 inches.	Fixed to an exterior wall of a building providing LTE connectivity for one or more computers inside the building. Optimal placement and high-gain antennae provides superior performance.

VENDOR NAME: _____

DEVICE NAME: _____

DEVICE MODEL: _____

DEVICE VERSION: _____

Reference No.	Outdoor Units Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	No	
LTE RF Elements					
5.1	Device supports Band Class 14 (BC14_UE).	X			
5.2	Device is a Power Class 3 UE.	X			
5.3	BC14_UE is a 3GPP Category 3 or 4 device.				
5.4	High-gain Antenna kit is supplied (unless antennae are internal).				
5.5	Provide installation documentation and training for 3 rd party installation vendors.	✘			
UE Characteristics					
5.6	Device supports interworking with the USIM/USAT applications in the UICC per 3GPP 31.101, 31.102 and 31.111.	X			
5.7	Device is fully compliant with all FCC Technical Advisory Board minimum requirements. Ref: http://apps.fcc.gov/ecfs/document/view?id=7021919873	X			
5.8	Device meets operational conditions of ambient temperature of 0 to 130 degrees Fahrenheit. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	✘			
5.9	Device meets operational ambient conditions of temperature of -22 to 140 degrees Fahrenheit or better. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.				
5.10	Device has Ethernet RJ-45 ports (10/100/1000).	X			
5.11	Power to the ODU is provided using over Power over Ethernet (PoE). All necessary accessories are provided to support this functionality.	X			
5.12	Warranty and any offerings for extended warranties for the device must be on record with the LA-RICS Authority.	X			
eUICC Management					
5.13	If the ODU only uses an eUICC or embedded SIM then the UICC specifications apply for this device.	X			
Certification <small>Note 1, 2</small>					

Reference No.	Outdoor Units Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	No	
5.14	Device must be FCC Part 90 certified. Test certification must be on record with the LA-RICS Authority.	X			
5.15	Device is PTCRB certified for Band 14 operations. Test certification must be on record with the LA-RICS Authority.	X			
5.16	Device is certified for operation on the alternate carriers to be used in the operation of the device. Test certification must be on record with the LA-RICS Authority. Identify each carrier supported.	X			
5.17	Device must be IOT certified with Ericsson RAN. The IOT test plan will be consistent with published CTIA Certification Test Plans. The expectation is that the tests should be executed by a CTIA Authorized Test Lab. Specific test suites to be provided by LARICS. Normative Reference: http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans	X			
5.18	Device must be <i>conformance</i> tested on the LA-RICS network by the vendor under the observation and approval of LA-RICS personnel or its agents. The base conformance test plan will follow CTIA's, "Certification Program Test Plan", see link below. The detailed step-by-step IOT plan will be developed by the vendor, then reviewed and approved by LA-RICS. Normative Reference: http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0	X			
5.19	Device must be <i>acceptance</i> tested by LA-RICS. Test plan may be based upon all processes from device ordering through drive tests on the LA-RICS network. The purpose of the tests is to operationalize the device and ensure a good quality user experience.				

- Note:
- 1.) As part of LA-RICS acceptance testing (post-PTCRB certification) should test with included antenna(s) supplied with device as applicable
 - 2.) If a certified mPCI modem is utilized within the device, then the modem certification will carry over to the next higher assembly.

PSBN DEVICE CATEGORIES COMPLIANCE MATRIX

CATEGORY 6 – PORTABLE HOTSPOTS

Description	Device Form Factor	Use
Portable Hotspot with single or multiple LTE modems with Wi-Fi and micro-USB connectivity.	<ul style="list-style-type: none">• Typical: 4.05 x 2.88 x 0.34 inches. 4.26 ounces or other suitable dimensions based on manufacture design.• Multiple USB port access• AC/DC Power adapter• Battery• UICC slot	Allows the sharing of a device's LTE data connection with other devices on the same network.

VENDOR NAME: _____

DEVICE NAME: _____

DEVICE MODEL: _____

DEVICE VERSION: _____

Reference No.	Portable Hotspot Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
LTE RF Elements					
6.1	Device must support Band Class 14 (BC14_UE).	X			
6.2	Device is a Power Class 3 UE.	X			
6.3	BC14_UE is a 3GPP Category 3 or 4 device.				
6.4	BC14_UE has external antennae ports to allow for vehicle rooftop mounting of antennae for all functions – MIMO LTE, Wi-Fi and GPS.				
6.5	Device simultaneously supports B14 and one commercial wireless carrier operations. Identify each carrier supported.				
6.6	Device can simultaneously support B14 and two or more commercial wireless carrier operations (desired). Identify each carrier supported.				
6.7	Device is supplied with Antenna Kit, cables, and other associated parts to complete installation of the device in a vehicle: motorcycle, car, SUV or truck as specified by agency.				
6.8	Provide installation documentation and training for 3 rd party installation vendors.				
UE Characteristics					
6.9	UICC(s) can be installed in the device in the field without voiding its warranty.	✗			
6.10	There is a unique UICC for each mobile service provider (LTE band) supported in the device.				
6.11	Device supports interworking with the USIM/USAT applications in the UICC per 3GPP 31.101, 31.102 and 31.111.	X			
6.12	Device is fully compliant with all FCC Technical Advisory Board minimum requirements. Ref: http://apps.fcc.gov/ecfs/document/view?id=7021919873	X			

Reference No.	Portable Hotspot Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
6.13	Device meets operational conditions of ambient temperature of 0 to 130 degrees Fahrenheit. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	X			
6.14	Device meets operational ambient conditions of temperature of -22 to 140 degrees Fahrenheit or better. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.				
6.15	Device operational ambient temperature of -22 to 170 degrees Fahrenheit or better is desired. Test certification must be on record with the LA-RICS Authority.				
6.16	Device must pass shock resistant to 90 cm drop on any of six sides. MIL SPEC 810. Test certification must be on record with the LA-RICS Authority.	X			
6.17	Device must be certified vibration resistant for light truck transportation model using MIL STD-810G, or equivalent. Test certification must be on record with the LA-RICS Authority.	X			
6.18	Device has at least one Ethernet RJ-45 port (10/100/1000).				
6.19	Device has one or more microUSB 2.0 ports.	X			
6.20	Device has one or more microUSB 3.0 ports.				
6.21	Device must be certified IEC 60529 or equivalent for intrusion protection (IP) of IP54 or better without the use of a third party enclosure. IEC test certification must be on record with the LA-RICS Authority.	X			
6.22	Device must be certified IEC 60529 or equivalent for IP66 or better without the use of a third-party enclosure. IEC test certification must be on record with the LA-RICS Authority				
6.23	Battery designed to operate unit longer than 10 hours on a single charge.				
6.24	Power accessories: All cords and components necessary to power portable hotspot via standard 110-120v AC receptacle.	X			

Reference No.	Portable Hotspot Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
6.25	Removable battery designed to operate greater than 10 hours on a single charge; plus spare battery and external battery charger.				
6.26	Power accessories: All necessary parts including, but not limited to connectors and harnesses to power the portable hotspot via a nominal 10 - 30 VDC power source (e.g. vehicle battery) are supplied with the unit. As well as replacement batteries				
6.27	Warranty and any offerings for extended warranties for the device must be on record with the LA-RICS Authority.	X			
Motorcycle Specific UE Requirements					
6.28	Device is certified vibration resistant for motorcycle transportation model using MIL STD-810G, or equivalent. Test certification must be on record with the LA-RICS Authority.	✗			
6.29	Device has a small profile suitable for mounting on a motorcycle.	✗			
6.30	Device accessories necessary for mounting on a motorcycle including power cabling, antennae, and miscellaneous hardware.	✗			
Wi-Fi and Bluetooth					
6.31	Device supports Wi-Fi station (AP) protocol IEEE 802.11b/g/n in 2.4 GHz band	X			
6.32	Device supports Wi-Fi station (AP) protocol IEEE 802.11b/g/n with operations in dual bands, 2.4 and 5.8 GHz.				
6.33	EIRP of device exceeds 17 dBm with supported MIMO configuration				
6.34	EIRP of device exceeds 24 dBm with supported MIMO configuration				
6.34	The device supports WPA2-Enterprise				
6.35	If the device has WPS capability, it must support disabling that feature.	X			
6.36	The device supports at least one SSID	X			
6.37	The device supports multiple SSIDs				

Reference No.	Portable Hotspot Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
6.38	The device is capable of non-broadcast or hidden SSIDs.				
6.39	The device supports Bluetooth 4.0 or higher.				
GPS					
6.40	The device supports autonomous (standalone) 3-channel, or higher GPS solution.				
6.41	The device supports autonomous (standalone) 3-channel, or higher GPS solution and at least one other satellite system (e.g. GLONASS).				
UE Security					
6.42	Device is able to support VPN data flows	X			
UI Interface					
6.43	User interface (UI) display is designed for outdoor use with brighter screen or display than found on typical consumer devices.				
6.44	Device touchscreen operates successfully with gloves on.				
Certification					
6.45	Device must be FCC Part 90 certified. Test certification must be on record with the LA-RICS Authority.	X			
6.46	Device must be FCC Part 15 certified. Test certification must be on record with the LA-RICS Authority.	X			
6.47	Device is PTCRB certified for Band 14 operations. Test certification must be on record with the LA-RICS Authority.	X			
6.48	Device is certified for operation on the alternate carriers to be used in the operation of the device. Test certification must be on record with the LA-RICS Authority.	✗			

Reference No.	Portable Hotspot Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
6.49	<p>Device must be IOT certified with Ericsson RAN. The IOT test plan will be consistent with published CTIA Certification Test Plans. The expectation is that the tests should be executed by a CTIA Authorized Test Lab. Specific test suites to be provided by LARICS.</p> <p>Normative Reference: http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans</p>	X			
6.50	<p>Device must be certified to be interoperable with the Motorola device management system.</p> <p>Test cases will be consistent with Interoperability test cases in the OMA document: "Enabler Test Specification for Device Management", Jan 2008</p> <p>Normative reference: http://technical.openmobilealliance.org/Technical/Release_Program/docs/ETS/OMA-ETS-DM-V1_2-20110128-C.pdf</p>	X			
6.51	<p>Device must be <i>conformance</i> tested on the LA-RICS network by the vendor under the observation and approval of LA-RICS personnel or its agents. The base conformance test plan will follow CTIA's, "Certification Program Test Plan", see link below. The detailed step-by-step IOT plan will be developed by the vendor, then reviewed and approved by LA-RICS.</p> <p>Normative Reference: http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0</p>	X			
6.52	<p>Device must be <i>acceptance</i> tested by LA-RICS. Test plan may be based upon all processes from device ordering through drive tests on the LA-RICS network. The purpose of the tests is to operationalize the device and ensure a good quality user experience.</p>	X			

PSBN DEVICE CATEGORIES COMPLIANCE MATRIX

CATEGORY 7 – mPCIe LTE MODEMS

Description	Device Form Factor	Use	Special Note
LTE modem that provides the LTE radio connectivity for devices.	mPCIe (Full mini F1) 2.0 x 1.18 x 0.2 inches	Embedded in laptops (MDTs), tablets, and routers (esp. mounted in vehicles) to provide LTE connectivity.	The modem requires a UICC.

VENDOR NAME: _____

DEVICE NAME: _____

DEVICE MODEL: _____

DEVICE VERSION: _____

Reference No.	mPCIe LTE Modem Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	No	
LTE RF Elements					
7.1	Device supports Band Class 14 (BC14_UE).	X			
7.2	Device is a Power Class 3 UE.	X			
7.3	BC14_UE is a 3GPP Category 3 or 4 device.	X			
7.4	BC14_UE has external antenna ports	X			
7.5	Device simultaneously supports B14 and one commercial wireless carrier operations. Identify each carrier supported.	X			
7.6a	Device simultaneously supports B14 and two or more commercial wireless carrier operations. Identify each carrier supported.				
7.6b	Device can simultaneously support two commercial wireless carriers. Identify each carrier supported.				
UE Characteristics					
7.7	Device supports interworking with the USIM/USAT applications in the UICC per 3GPP 31.101, 31.102 and 31.111.	X			
7.8	Device is fully compliant with all FCC Technical Advisory Board minimum requirements. Ref: http://apps.fcc.gov/ecfs/document/view?id=7021919873	X			
7.9	Device meets operational conditions of ambient temperature of 0 to 130 degrees Fahrenheit. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	X			
7.10	Device meets operational ambient conditions of temperature of -22 to 170 degrees Fahrenheit or better. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.				
7.11	Warranty and any offerings for extended warranties for the device must be on record with the LA-RICS Authority.	X			
eUICC Management					
7.12	If the mPCIe only uses an eUICC or embedded SIM then the UICC specifications apply for this device.	X			

Reference No.	mPCIe LTE Modem Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	No	
Certification ^{Note 1}					
7.13	Device must be FCC Part 90 certified. Test certification must be on record with the LA-RICS Authority.	X			
7.14	Device must be FCC Part 15 certified assuming Wi-Fi or Bluetooth functionality. Test certification must be on record with the LA-RICS Authority.	X			
7.15	Device is PTCRB certified for Band 14 operations. Test certification must be on record with the LA-RICS Authority.	X			
7.16	Device is certified for operation on the alternate carriers to be used in the operation of the device. Test certification must be on record with the LA-RICS Authority.	X			
7.17	Device must be IOT certified with Ericsson RAN. The IOT test plan will be consistent with published CTIA Certification Test Plans. The expectation is that the tests should be executed by a CTIA Authorized Test Lab. Specific test suites to be provided by LARICS. Normative Reference: http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans	X			
7.18	Device must be <i>conformance</i> tested on the LA-RICS network by the vendor under the observation and approval of LA-RICS personnel or its agents. The base conformance test plan will follow CTIA's, "Certification Program Test Plan", see link below. The detailed step-by-step IOT plan will be developed by the vendor, then reviewed and approved by LA-RICS. Normative Reference: http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0	X			

Reference No.	mPCIe LTE Modem Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	No	
7.19	Device must be <i>acceptance</i> tested by LA-RICS. Test plan may be based upon all processes from device ordering through drive tests on the LA-RICS network. The purpose of the tests is to operationalize the device and ensure a good quality user experience.	X			

Note:

- 1.) As part of LA-RICS acceptance testing (post-PTCRB certification) should test with included antenna(s) supplied with device as applicable.

PSBN DEVICE CATEGORIES COMPLIANCE MATRIX

CATEGORY 8 – UICC

VENDOR NAME: _____

DEVICE NAME: _____

DEVICE MODEL: _____

DEVICE VERSION: _____

Reference No.	UICC Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
Manufacturing and Ordering					
8.1	The vendor shall provide Pre-order support for LA-RICS in defining file templates for UICC personalization along with agreed upon inventory card labeling with ICCID and SKU.	X			
8.2	The vendor shall provide a working UICC sample for LA-RICS acceptance.	X			
8.3	The vendor will provide order management system or method from LA-RICS for quantities of standalone UICCs.	X			
8.4	Vendor shall support standard low volume orders, such as a minimum quantity of one hundred (100) UICCs per order.	X			
8.5	The vendor shall provide a process for tracking and reporting LA-RICS orders, including orders based on individual UICC serial numbers.	X			
8.6	The vendor shall provide a detailed step by step ordering and delivery process.				
Special Requirements					
8.7	The vendor shall provide UICC components which are compliant with specification: 3GPP TS 31.101 UICC-Terminal interface; Physical and logical characteristics.	X			
8.8	The vendor shall provide UICC components which are compliant with specification: 3GPP TS 31.102 Technical Specifications Group Terminal; Characteristics of the USIM application.	X			
8.9	The vendor shall provide UICC components which are compliant with specification: 3GPP TS 31.103 Characteristics of the IP Multimedia Services Identity Module (ISIM) Application.	X			
8.10	The vendor shall provide UICC components which are compliant with specification: 3GPP TS 31.111: USIM Application Toolkit (USAT).	X			
8.11	The vendor shall provide UICC components which are compliant with specification: 3GPP TS 31.116: Remote APDU Structure for USIM Toolkit Applications.	X			

Reference No.	UICC Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
8.12	The vendor shall provide UICC components which are compliant with specification: ETSI TS 102 221 Smart Cards UICC-Terminal Interface; Physical and Logical Characteristics.	X			
8.13	The vendor shall provide UICC components which are compliant with specification: ETSI TS 102 223 Smart cards; Card Application Toolkit (CAT).	X			
Security					
8.14	The vendor shall possess and maintain GSMA SAS (Security Accreditation Scheme) accreditation.	X			
8.15	The vendor shall generate, store, and transport secret information in a secure environment and use secured interfaces and file formats.	X			
8.16	Proprietary and/or sensitive information, such as security and authentication keys, shall be generated and maintained in a facility which is operated within the United States.	X			
Profile					
8.17	The vendor shall create a UICC profile for the LA-RICS PSBN. The profile shall include application functions and file structures supported on the UICC. A preliminary profile is provided in Table 1 "Preliminary UICC attribute list".	X			
8.18	The UICC profile shall include the USIM application.	X			
8.19	The UICC profile shall include the ISIM application to support future IMS network access support.	X			
8.20	The UICC profile shall support Remote File and Application Management.	X			
Form Factor					
8.21	The vendor shall provide UICC components compliant with the 2FF (Mini) plug-in form factor.	X			
8.22	The vendor shall provide UICC components compliant with the 3FF (Micro) plug-in form factor.	X			

Reference No.	UICC Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
8.23	The vendor shall provide UICC components which operate across the following temperature ranges: 2FF: -40 °C to +105 °C 3FF: -25 °C to +85 °C	X			
8.24	The UICC shall support IMEI locking. IMEI locking is the ability to lock the SIM card to a specific UE.	X			
8.25	Each UICC shall have a unique identifier, such as a serial number. The identifier shall be printed on the card and have a corresponding bar code.	X			
8.26	The vendor shall provide UICC components which are compatible with a variety of commercial mobile operating systems, such as Windows Mobile, Linux, and Android, etc.	X			
8.27	The vendor shall specify a minimum and recommended memory in the UICC card. At a minimum two different configurations shall be provided to cater to data devices and Smartphone classes of devices.	X			
8.28	Supply voltage range shall support all 3 classes of voltage range from 1.8v to 5v.	X			
Applications					
8.29	UICC vendor shall provide specifications for the programming cycles, programming time and data retention time for variety of UICC SIM products offered.	X			
8.30	The vendor shall provide a list of supported applications and applets for their UICCs.	X			
Provisioning					
8.31	The vendor shall generate Subscriber provisioning files for LA-RICS.	X			
8.32	The vendor shall support a Subscriber provisioning file format which is compatible with the LA-RICS subscriber provisioning system.	X			
8.33	The vendor's Subscriber provisioning files shall be transmitted to LARICS using secured interfaces and encrypted formats.	X			
8.34	The vendor shall provide a secure process for entry of UICC output file with keys, etc. (i.e. K _i) into LA-RICS HSS. See Figure 1.	X			
Certification					

Reference No.	UICC Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
8.35	The vendor shall provide certification of compatibility and operability with LA-RICS User Devices and the LA-RICS network.	✗			
8.36	The vendor will provide GSMS SAS-certified manufacturing and personalization of ordered UICCs, based upon LA-RICS personalization template and customer order entry information.	X			
End State					
8.37	The end state is a provisioned LTE network and functional UE. Refer to Figure 1 for the conceptual process and Table 2 for SOW timeline.				

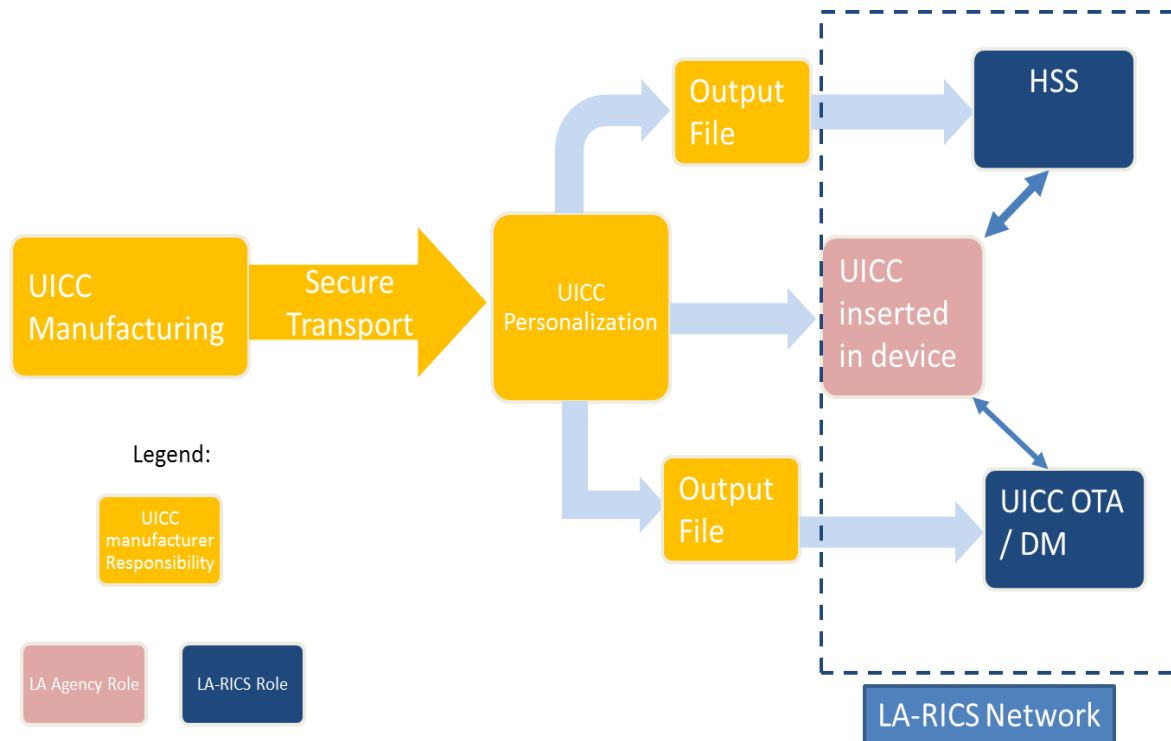


FIGURE 1: 1

TABLE 1:

Field	Value	Notes
MCC	313	
MNC	100	
MSIN	{454850000 – 454899999}	Sub-range to be provided at time of order
Operator name	“LA-RICS”	Arbitrary string no longer than 10 characters.
Operator key (OP_key)	TBD	Loaded into HSS and UICC. Exact value under
K _i Key	<i>Private, created during UICC process</i>	Shared private key created during UICC manufacturing process. Resides in both HSS and UICC. Secure process required by vendor
Special Access Control Class	<ul style="list-style-type: none"> • All First Responder UICCs will be programmed with AC = 14 and 13 and 12 and [0-9]. • [0-9] is randomly assigned, as is customary today with consumer UICCs. • Local PS policy will determine if the AC is different for secondary responders. 	Emergency services Access Class.
PIN / PUK	4-digits / 8-digits	Personal Identification Number (PIN) and PIN Unlocking Key (PUK) Value
Device Manager APN	mgmt.losangco.ca.apn.epc. mnc100.mcc313.3gppnetwork.org	
Local APN	publicsafety.losang.ca.apn.epc. mnc100.mcc313.3gppnetwork.org	
Diameter Realm	losangco.ca.epc.	
Form Factors	{2FF, 3FF}	Derived from device specified.

TABLE 2 – SOW:

No.	Deliverable	Date
1	Vendor UICC Specification Document	2 weeks from start date
2	<ul style="list-style-type: none"> • Pre-order support with LA-RICS: • UICC personalization template • Inventory plan: UICC marking plan with ICCID and SKU • Working UICC sample for LA-RICS acceptance tests 	4 weeks from start date
3	UICC working samples	6 weeks from start date
4	Order management and delivery process with LA-RICS for quantities of standalone UICCs.	6 weeks from start date
5	Secure process for entry of UICC output file with keys, etc. (i.e. Ki) into LA-RICS HSS.	8 weeks from start date
6	Secure process for entry of UICC output file into UICC OTA device management system.	8 weeks from start date
7	Certification Test Plan and Execution	8 weeks from start date
8	Commence Production	12 weeks from start date

PSBN DEVICE CATEGORIES COMPLIANCE MATRIX

CATEGORY 9 – ROUTERS

Description	Device Form Factor	Use
Router with multiple modems, including at least Band Class 14, and additional options such as Ethernet, USB and Wi-Fi connectivity.	<ul style="list-style-type: none">• Typical: 5.5 x 6.0 x 1.9 inches. Or other sizes to meet specific use cases• Mountable• External ports for Ethernet connectivity	<p>Provide wired or wireless data session connectivity.</p> <ul style="list-style-type: none">• Primary use is for internal first responder systems and applications to access the B14 LTE system or secondary LTE carrier Example of usage: Connect surveillance cameras, connect public safety offices to Band 14, and connect sensor networks or other machine to machine (M2M) configurations.

VENDOR NAME: _____

DEVICE NAME: _____

DEVICE MODEL: _____

DEVICE VERSION: _____

Reference No.	Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
LTE RF Elements					
1.1	Device must support Band Class 14 (BC14_UE).	X			
1.2	Device is a Power Class 3 UE.	X			
1.3	BC14_UE is a 3GPP Category 3 or 4 device.				
1.4	BC14_UE has external antenna ports to allow for vehicle rooftop mounting of antenna for all functions – MIMO LTE, Wi-Fi and GPS.				
1.5a	Device simultaneously supports B14 and one commercial wireless carrier operations.				
1.5b	Device can simultaneously support two commercial carriers. Identify each carrier supported.				
1.6	Device can simultaneously support B14 and two or more commercial wireless carrier operations (desired). Identify each carrier supported.				
1.7	Device is supplied with Antenna Kit, cables, and other associated parts to complete installation of the device in a vehicle: motorcycle, car, SUV or truck as specified by agency.	X			
UE Characteristics					
1.8	LTE modem(s) can be installed in the device in the field without voiding its warranty				
1.9	UICC(s) can be installed in the device in the field without voiding its warranty	X			
1.10	There is a unique UICC for each mobile service provider (LTE band) supported in the device.				
1.11	Device supports interworking with the USIM/USAT applications in the UICC per 3GPP 31.101, 31.102 and 31.111.	X			

Reference No.	Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
1.12	Device is fully compliant with all FCC Technical Advisory Board minimum requirements. Ref: http://apps.fcc.gov/ecfs/document/view?id=7021919873	X			
1.13	Device meets operational conditions of ambient temperature of 0 to 130 degrees Fahrenheit under MIL SPEC 810G. Test data or certification must be on record with the LA-RICS Authority.	X			
1.14	Device meets operational ambient conditions of temperature of -22 to 140 degrees Fahrenheit or better. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.				
1.15	Device operational ambient temperature of -22 to 170 degrees Fahrenheit or better is desired. Test certification must be on record with the LA-RICS Authority.				
1.16	Device must pass shock resistant to 90 cm drop on any of six sides under MIL SPEC 810. Test data or certification must be on record with the LA-RICS Authority.				
1.17	Device has at least one Ethernet RJ-45 port (10/100/1000).	X			
1.18	Device has two or more Ethernet RJ-45 ports (10/100/1000).				
1.19	Device has one or more USB 2.0 ports.				
1.20	Device has one or more USB 3.0 ports.				
1.21	Device supports an OBD- II interface.				
1.22	Device supports HDOBD interface.				
1.23	Device must meet IEC 60529 or equivalent for intrusion protection (IP) of IP54 or better without the use of a third party enclosure. IEC test data or certification must be on record with the LA-RICS Authority.				
1.24	Device must meet IEC 60529 or equivalent for IP66 or better without the use of a third-party enclosure. IEC test data or certification must be on record with the LA-RICS Authority				

Reference No.	Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
1.25	Installation kit, mounting hardware and instructions required to maintain UL and other applicable safety certification(s).				
1.26	Power accessories: All necessary parts including, but not limited to connectors and harnesses to power the vendor's router via a nominal 10 - 30 VDC power source (e.g. vehicle battery).	X			
1.27	Antenna provided for LTE operations across all supported bands with 3G fallback, 15 ft (or similar) antenna cabling with connectors.				
1.28	GPS antenna available (specify connector)				
1.29	Wi-Fi antenna available (specify connector)				
1.30	7-foot Ethernet cable available as an option or procured separately				
1.31	Connector accessory: A locking mechanism for connectors to solidly fasten USB to device.				
1.32	Warranty and any offerings for extended warranties for the device must be on record with the LA-RICS Authority.	X			
1.33	Provide installation documentation.				
Motorcycle Specific UE Requirements					
1.34	Device is certified vibration resistant for motorcycle transportation model using MIL STD-810G, or equivalent. Test certification must be on record with the LA-RICS Authority.				
1.35	Device has a small profile suitable for mounting on a motorcycle.				
1.36	Device accessories necessary for mounting on a motorcycle including power cabling, antenna, and miscellaneous hardware.				
Wi-Fi and Bluetooth					
1.37	Device supports Wi-Fi station (STA) protocol IEEE 802.11b/g/n in the 2.4GHz band.				

Reference No.	Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
1.38	Device supports Wi-Fi station (STA) protocol IEEE 802.11b/g/n with operations in both 2.4 and 5.8 GHz bands.				
1.39	UE supports Wi-Fi offload and may or may not support session persistence.				
1.40	EIRP of device exceeds 17 dBm with supported MIMO configuration				
1.41	EIRP of device exceeds 24 dBm with supported MIMO configuration				
1.42	The device supports Wi-Fi Access Point (STA) protocol IEEE 802.11a in the 4.9 GHz band.				
1.43	Device supports Wi-Fi station (AP) protocol IEEE 802.11b/g/n with operations in dual bands, 2.4 and 5.8 GHz.				
1.44	EIRP of device exceeds 17 dBm with supported MIMO configuration				
1.45	EIRP of device exceeds 24 dBm with supported MIMO configuration				
1.46	The device supports Wi-Fi Access Point (AP) protocol IEEE 802.11a in the 4.9 GHz band.				
1.47	The device may support Wi-Fi Station (STA) protocol IEEE 802.11a in the 4.9 GHz band.				
1.48	The device supports WPA2-Enterprise				
1.49	If the device has WPS capability, it must support disabling that feature.	X			
1.50	The device supports at least one SSID.				
1.51	The device supports multiple SSIDs.				
1.52	The device is capable of non-broadcast or hidden SSIDs.				
1.53	The device supports Bluetooth 4.0 or higher.				

Reference No.	Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
1.54	The device supports the IEEE 802.11s mesh networking amendment to the IEEE 802.11 specification.				
GPS					
1.55	The device supports autonomous (standalone) 3-channel, or higher GPS solution.				
1.56	The device supports autonomous (standalone) 3-channel, or higher GPS solution and at least one other satellite system (e.g. GLONASS).				
1.57	The device supports autonomous 12-channel, or higher GPS and GPS augmentation (WAAS).				
1.58	The device support autonomous GPS (USA GPS) and at least one other satellite system (e.g., Galileo, European GPS) and GPS augmentation.				
1.59	The GPS position is refreshed at a rate of 5 Hz or faster.				
1.60	The GPS position is refreshed rate of 1 Hz or faster.				
Device Management					
1.61	The device policies are settable via OMA-DM 1.2v (or higher) compliant managers.				
1.62	The device provisioning and management is available via vendor's proprietary Web-based management platform.				
Applications					
1.63	Device is compatible and tested with NetMotion's Locality software.				
1.64	An LTE performance application is supported by the device supplier				

Reference No.	Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
1.65	Vendor supported Automatic Vehicular Location (AVL) device client. Management may be via OMA-DM 1.2v or Web based.				
UE Security					
1.66	The UE supports Advanced Authentication (AA) as defined by CJIS security policies. Ref: http://www.fbi.gov/about-us/cjis/RequirementsDocument.pdf				
1.67	The device is FIPS 140-2 security class level 1 certified by an accredited Cryptographic Module Testing laboratory. Test certification must be on record with the LA-RICS Authority.				
1.68	The device must meet FIPS 140-2 security class level 2 certified by an accredited Cryptographic Module Testing laboratory. Test certification must be on record with the LA-RICS Authority.				
Certification <small>(Note 1,2)</small>					
1.69	Device must be FCC Part 90 certified. Test certification must be on record with the LA-RICS Authority.	X			
1.70	Device must be FCC Part 15 certified. Test certification must be on record with the LA-RICS Authority.	X			
1.71	Device is PTCRB certified for Band 14 operations. Test certification must be on record with the LA-RICS Authority.	X			
1.72	Device is certified for operation on the alternate carriers to be used in the operation of the device. Test certification must be on record with the LA-RICS Authority.	X			

Reference No.	Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
1.73	Device must be IOT certified with Ericsson RAN. The IOT test plan will be consistent with published CTIA Certification Test Plans. The expectation is that the tests should be executed by a CTIA Authorized Test Lab. Specific test suites to be provided by LARICS. Normative Reference: http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans	X			
1.74	Device must be interoperable with the Motorola/Mformation device management system. Test cases will be consistent with Interoperability test cases in the OMA document: "Enabler Test Specification for Device Management", Jan 2008 Normative reference: http://technical.openmobilealliance.org/Technical/Release_Program/docs/ETS/OMA-ETS-DM-V1_2-20110128-C.pdf	X			
1.75	Device must be <i>conformance</i> tested on the LA-RICS network by the vendor under the observation and approval of LA-RICS personnel or its agents. The base conformance test plan will follow CTIA's, "Certification Program Test Plan", see link below. The detailed step-by-step IOT plan will be developed by the vendor, then reviewed and approved by LA-RICS. Normative Reference: http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0	X			

Reference No.	Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
1.76	Device must be <i>acceptance</i> tested by LA-RICS. Test plan may be based upon all processes from device ordering through drive tests on the LA-RICS network. The purpose of the tests is to operationalize the device and ensure a good quality user experience.	X			

Note:

- 1.) As part of LA-RICS acceptance testing (post-PTCRB certification) should test with included antenna(s) supplied with device as applicable.
- 2.) If a certified mPCI modem is utilized within the device, then the modem certification will carry over to the next higher assembly.

PSBN DEVICE CATEGORIES COMPLIANCE MATRIX

CATEGORY 10 – LTE LMR RADIOS

Description	Device Form Factor	Use
LTE LMR Radio that operates on Band Class 14 as well as at least one other carriers networks.	<ul style="list-style-type: none"> Typical: 5.55 x 2.97 x 0.53 inches Minimum 4.7 inch touch screen. Ports for Audio headphones Controls for volume, power, etc. Hardened Case and screen Speakerphone capability 	Handheld LTE LMR Radio with Band14 capability for data and non-mission critical voice services. <ul style="list-style-type: none"> Hardened for rugged use

VENDOR NAME: _____

DEVICE NAME: _____

DEVICE MODEL: _____

DEVICE VERSION: _____

Reference No.	LTE LMR Radio Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
LTE RF Elements					
3.0	Device must support Band Class 14 (BC14_UE).	X			
3.1	Device is a Power Class 3 UE.	X			
3.2	BC14_UE is a 3GPP Category 3 or 4 device.				
3.3	BC14_UE has external antenna ports to allow for vehicle rooftop mounting of antenna for all functions – MIMO LTE, Wi-Fi and GPS				
3.4	Device supports B14 and one commercial wireless carrier operations as an alternate when B14 is not available	X			
3.5a	Device can support B14 and two or more commercial wireless carrier operations as alternates when B14 is not available (desired). Identify each carrier supported.				
3.5b	Device can simultaneously support two commercial wireless carriers. Identify each carrier supported.				
3.6	Device accessories: Device is supplied with docking station, Antenna Kit, cables, and other associated parts to complete installation of the device in a vehicle: motorcycle, car, SUV or truck as specified by agency.				
UE Characteristics					
3.7	UICC(s) can be installed in the device in the field without voiding its warranty	X			
3.8	There is a unique UICC for each mobile service provider (LTE band) supported in the device.				
3.9	The device should be able to support virtual SIMs (multiple profiles) on a single UICC slot.				
3.10	Device supports interworking with the USIM/USAT applications in the UICC per 3GPP 31.101, 31.102 and 31.111.	X			
3.11	Device is fully compliant with all applicable FCC Technical Advisory Board minimum requirements. Ref: http://apps.fcc.gov/ecfs/document/view?id=7021919873	X			

Reference No.	LTE LMR Radio Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
3.12	Device meets operational conditions of ambient temperature of 0 to 130 degrees Fahrenheit. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	X			
3.13	Device meets operational ambient conditions of temperature of -22 to 140 degrees Fahrenheit or better. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.				
3.14	Device must pass MIL SPEC 810 G test for shock resistant to 90 cm drop on any of six sides. Test certification must be on record with the LA-RICS Authority.	X			
3.15	Device must be certified vibration resistant for light truck transportation model using MIL STD-810G, or equivalent. Test certification must be on record with the LA-RICS Authority.				
3.16	Device has one or more Micro-USB, USB 2.0, or USB 3.0 connector.				
3.17	Device must be certified IEC 60529 for intrusion protection (IP) of IP54 or better without the use of a third party enclosure. IEC test certification must be on record with the LA-RICS Authority.				
3.18	Device must be certified IEC 60529 for IP66 or better without the use of a third-party enclosure. IEC test certification must be on record with the LA-RICS Authority.				
3.19	Power accessories: All necessary parts for powering device including AC/DC power adapter brick and cord for 100-240 VAC, 50-60Hz power source. Specify your minimum and maximum battery life during idle and working conditions and recharging time.	X			
3.20	Power accessories: additional replaceable battery and battery charger.				

Reference No.	LTE LMR Radio Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
3.21	Identify and recommend accessories that work with and support of the unit such as 1.) Micro USB cable 2.) Wired head phones 3.) Bluetooth head phones 4.) Vehicle charger 5.) Vehicle cradle 6.) External cases 7.) Screen covers 8.) Holster LTE LMR Radio holder 9.) External port extender cradle to enable connection to external antenna 10.) External antenna 11.) Installation kit				
3.22	Warranty and any offerings for extended warranties for the device must be on record with the LA-RICS Authority.				
3.23	Identify the processor and memory configuration (and options) used in the device. LA-RICS would prefer to internal memory storage at least 32GB that is expandable up to 128GB.				
3.24	Identify the current OS (operating system) used with the LTE LMR Radio device. LA-RICS recommends that the LTE LMR Radio device support the current OS and be software upgradable to the next OS.				
Wi-Fi and Bluetooth					
3.25	Device supports Wi-Fi station (STA) protocol IEEE 802.11b/g/n in the 2.4GHz band.				
3.26	Device supports Wi-Fi station (STA) protocol IEEE 802.11b/g/n with operations in both 2.4 and 5.8 GHz bands.				
3.27	Device supports Wi-Fi offload and may or may not support session persistence.				
3.28	EIRP of device exceeds 17 dBm with supported MIMO configuration				
3.29	EIRP of device exceeds 24 dBm with supported MIMO configuration				

Reference No.	LTE LMR Radio Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
3.30	The device supports Wi-Fi Access Point (STA) protocol IEEE 802.11a in the 4.9 GHz band.				
3.31	Device supports Wi-Fi station (AP) protocol IEEE 802.11b/g/n with operations in dual bands, 2.4 and 5.8 GHz.				
3.32	EIRP of device exceeds 17 dBm with supported MIMO configuration				
3.33	EIRP of device exceeds 24 dBm with supported MIMO configuration				
3.34	The device supports Wi-Fi Access Point (AP) protocol IEEE 802.11a in the 4.9 GHz band.				
3.35	The device may support Wi-Fi Station (STA) protocol IEEE 802.11a in the 4.9 GHz band.				
3.36	The device supports WPA2-Enterprise				
3.37	If the device has WPS capability, it must support disabling that feature.	X			
3.38	The device supports at least one SSID				
3.39	The device supports multiple SSIDs				
3.40	The device is capable of non-broadcast or hidden SSIDs.				
3.41	The device supports Bluetooth 4.0 or higher.				
GPS					
3.42	The device supports autonomous (standalone) 3-channel, or higher GPS solution.				
3.43	The device supports autonomous (standalone) 3-channel, or higher GPS solution and at least one other satellite system (e.g. GLONASS).	X			
3.44	The device supports autonomous 12-channel, or higher GPS and GPS augmentation (WAAS).				
3.45	The device support autonomous GPS (USA GPS) and at least one other satellite system (e.g., Galileo, European GPS) and GPS augmentation				
3.46	The GPS position is refreshed at a rate of 5 Hz or faster. High sampling rate required for high-speed vehicles.				

Reference No.	LTE LMR Radio Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
3.47	The GPS position is refreshed rate of 1 Hz or faster.				
Device Management					
3.48	The device policies are settable via OMA-DM 1.2v (or higher) compliant managers.				
3.49	Device supports LA-RICS certified extensions to the OMA DM Management Information Bases (MIBs).				
3.50	The device provisioning may be settable via vendor's proprietary Web-based management.				
Applications					
3.51	Device is compatible and tested with NetMotion's Locality software.				
3.52	An LTE performance application is supported by the device supplier				
3.53	Vendor supported push-to-talk (PTT) device client is managed by OMA-DM 1.2v compliant server.				
3.54	Vendor supported Automatic Vehicular Location (AVL) device client. Management may be via OMA-DM 1.2v, or Web based.				
3.55	Vendor supported weather client.				
3.56	Vendor supported Internet Browser.				
3.57	Circuit switched voice or VoLTE.				
3.58	Vendor supported VoIP application (SIP based).				
3.59	Vendor supported Messaging (SMS and MMS).				
3.60	Vendor supported CMAS client.				
3.61	Vendor supported email client.				
UE Security					
3.62	The device utilizes a trusted boot.				
3.63	The device utilizes a hardware root of trust and trusted boot.				
3.64	The device utilizes a hardware root of trust and trusted boot, and attestation.				

Reference No.	LTE LMR Radio Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
3.65	The UE supports Advanced Authentication (AA) as defined by CJIS security policies. Ref: http://www.fbi.gov/about-us/cjis/RequirementsDocument.pdf				
3.66	The device is FIPS 140-2 security class level 1 certified by an accredited Cryptographic Module Testing laboratory. Test certification must be on record with the LA-RICS Authority.				
3.67	The device must meet FIPS 140-2 security class level 2 certified by an accredited Cryptographic Module Testing laboratory. Test certification must be on record with the LA-RICS Authority.				
UI Interface					
3.68	Device includes an integral speaker(s) that is louder than customary in consumer devices. Describe the Decibels of your handset	X			
3.69	Device uses noise cancellation technology.	X			
3.70	User interface (UI) display is designed for outdoor use with brighter screen than found on consumer devices.	X			
3.71	Device touchscreen operates successfully with gloves on.				
Certification					
3.72	Device must be FCC Part 90 certified. Test certification must be on record with the LA-RICS Authority.	X			
3.73	Device must be FCC Part 15 certified. Test certification must be on record with the LA-RICS Authority.	X			
3.74	Device is PTCRB certified for Band 14 operations. Test certification must be on record with the LA-RICS Authority.	X			
3.75	Device is certified for operation on the alternate carriers to be used in the operation of the device. Test certification must be on record with the LA-RICS Authority.				

Reference No.	LTE LMR Radio Requirements	Device Mandatory Minimum Qualifications (X = Yes)	Vendor's Device Compliant? (Vendor shall mark column with X)		Vendor Comments
			YES	NO	
3.76	Device must be IOT certified with Ericsson RAN. The IOT test plan will be consistent with published CTIA Certification Test Plans. The expectation is that the tests should be executed by a CTIA Authorized Test Lab. Specific test suites to be provided by LARICS. Normative Reference: http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans	X			
3.77	Device must be interoperable with the device management system. Test cases will be consistent with Interoperability test cases in the OMA document: “Enabler Test Specification for Device Management”, Jan 2008 Normative reference: http://technical.openmobilealliance.org/Technical/Release_Program/docs/ETS/OMA-ETS-DM-V1_2-20110128-C.pdf	X			
3.78	Device must be <i>conformance</i> tested on the LA-RICS network by the vendor under the observation and approval of LA-RICS personnel or its agents. The base conformance test plan will follow CTIA’s, “Certification Program Test Plan”, see link below. The detailed step-by-step IOT plan will be developed by the vendor, then reviewed and approved by LA-RICS. Normative Reference: http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0	X			
3.79	Device must be <i>acceptance</i> tested by LA-RICS. Test plan may be based upon all processes from device ordering through drive tests on the LA-RICS network. The purpose of the tests is to operationalize the device and ensure a good quality user experience.	X			

VENDOR'S REFERENCES

Vendor's Name: _____

As specified in Section 2.5.5.3.a (References) of the RFSQ, list **three (3) references** where the same or similar scope of services were provided, or (2) the same (Band Class 14) or similar (other commercial bands) devices were procured in volume, as requested in the RFSQ. Vendor may use additional forms if necessary, but the form shall in no way be altered from its original format.

Name of Firm	Address	Contact Person	Telephone No.	Fax No.	Email Address
Type of Service	Name of Contract	Contract No.	Term of Contract	Years Performed (Dates)	Dollar Amount

Name of Firm	Address	Contact Person	Telephone No.	Fax No.	Email Address
Type of Service	Name of Contract	Contract No.	Term of Contract	Years Performed (Dates)	Dollar Amount

Name of Firm	Address	Contact Person	Telephone No.	Fax No.	Email Address
Type of Service	Name of Contract	Contract No.	Term of Contract	Years Performed (Dates)	Dollar Amount

VENDOR'S LIST OF CONTRACTS

Vendor's Name: _____

As specified in Section 2.5.5.3.b (Vendor's List of Contracts) of the RFSQ, list of **all** the Vendor's public entities contracts for the **most recent three (3) years**. Vendor may use additional forms if necessary, but the form shall in no way be altered from its original format.

Name of Firm	Address	Contact Person	Telephone No.	Fax No.	Email Address
Type of Service	Name of Contract	Contract No.	Term of Contract	Years Performed (Dates)	Dollar Amount

Name of Firm	Address	Contact Person	Telephone No.	Fax No.	Email Address
Type of Service	Name of Contract	Contract No.	Term of Contract	Years Performed (Dates)	Dollar Amount

Name of Firm	Address	Contact Person	Telephone No.	Fax No.	Email Address
Type of Service	Name of Contract	Contract No.	Term of Contract	Years Performed (Dates)	Dollar Amount

VENDOR'S LIST OF TERMINATED CONTRACTS

Vendor's Name: _____

As specified in Section 2.5.5.3.c (Vendor's List of Terminated Contracts) of the RFSQ, list of **all** the Vendor's contracts that were terminated within the **most recent three (3) years** with a reason for the termination. Vendor may use additional forms if necessary, but the form shall in no way be altered from its original format.

Name of Firm	Address	Contact Person	Telephone No.	Fax No.	Email Address
Type of Service	Name of Contract	Contract No.	Reason for Termination		

Name of Firm	Address	Contact Person	Telephone No.	Fax No.	Email Address
Type of Service	Name of Contract	Contract No.	Reason for Termination		

Name of Firm	Address	Contact Person	Telephone No.	Fax No.	Email Address
Type of Service	Name of Contract	Contract No.	Reason for Termination		

VENDOR'S PENDING LITIGATIONS AND JUDGMENTS

Vendor's Name: _____

As specified in Section 2.5.5.3.d (Vendor's Pending Litigations and Judgments) of the RFSQ, Vendors shall identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the **past five (5) years**. Vendors shall provide a statement describing the size and scope of any pending or threatened litigation against the Vendor or principals of the Vendor. Vendor may use additional forms if necessary, but the form shall in no way be altered from its original format.

- Vendor and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of SOQ submission.

Vendor and/or principals of the Vendor must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of SOQ submission.

A. <input type="checkbox"/> Pending Litigation <input type="checkbox"/> Threatened Litigation <input type="checkbox"/> Judgment (check one)
1. Against <input type="checkbox"/> Vendor; <input type="checkbox"/> Principal; <input type="checkbox"/> Both (check as appropriate)
2. Name of Litigation/Judgment:
3. Case Number:
4. Court of Jurisdiction:
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

B. <input type="checkbox"/> Pending Litigation <input type="checkbox"/> Threatened Litigation <input type="checkbox"/> Judgment (check one)
1. Against <input type="checkbox"/> Vendor; <input type="checkbox"/> Principal; <input type="checkbox"/> Both (check as appropriate)
2. Name of Litigation/Judgment:
3. Case Number:
4. Court of Jurisdiction:
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

Signature: _____ **Date:** _____

VENDOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Vendor has written policy statement prohibiting discrimination in all phases of employment.	<input type="checkbox"/>	<input type="checkbox"/>
2. Vendor periodically conducts a self-analysis or utilization analysis of its work force.	<input type="checkbox"/>	<input type="checkbox"/>
3. Vendor has a system for determining if its employment practices are discriminatory against protected groups.	<input type="checkbox"/>	<input type="checkbox"/>
4. When areas are identified in employment practices, Vendor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	<input type="checkbox"/>	<input type="checkbox"/>

Signature

Date

Name and Title of Signer (please print)

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County’s solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Vendors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Vendor is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of “contractor,” as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

“**Dominant in its field of operation**” means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

“**Affiliate or subsidiary of a business dominant in its field of operation**” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

PSBN DEVICE CATEGORIES

CONTRACTOR NAME: _____

MASTER AGREEMENT NO. _____

As of _____, 2016, Contractor is qualified in the following PSBN Device Category(ies) as identified by marked box(es):

- CATEGORY 1: In-Vehicle Routers
- CATEGORY 2: USB Modems
- CATEGORY 3: Smartphones
- CATEGORY 4: Tablets
- CATEGORY 5: Outdoor Units
- CATEGORY 6: Portable Hotspots
- CATEGORY 7: mPCIe LTE Modems
- CATEGORY 8: Universal Integrated Circuit Cards (UICC)
- CATEGORY 9: Routers
- CATEGORY 10: LTE LMR Radios

PSBN DEVICE CATEGORIES

CATEGORY 1 – IN-VEHICLE ROUTERS

Description	Device Form Factor	Use
Router with multiple modems, including at least Band Class 14, and additional options such as Ethernet, USB and Wi-Fi connectivity.	<ul style="list-style-type: none"> • Typical: 5.5 x 6.0 x 1.9 inches. Or other sizes to meet specific vehicle installation needs such as a motorcycle • Mountable • Heat baffles for cooling • External connectors for antenna(s) • External ports for Ethernet connectivity • External USB ports 	<p>Installed in a vehicle it provides the data session connectivity for the vehicle's devices.</p> <ul style="list-style-type: none"> • Primary use is for internal first responder systems and applications to access the B14 LTE system or secondary LTE carrier to connect internal vehicle equipment via Ethernet, USB or Wi-Fi and enhance coverage through the use of an external antenna(s). • Primary Vehicles to use this variant will be Police cars, Police SUVs, Police Motorcycles, Fire Trucks, other fire vehicles, Paramedic vehicles, patrol and fire boats, and possibly helicopters.

Reference No.	In-Vehicle Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)
LTE RF Elements		
1.1	Device must support Band Class 14 (BC14_UE).	X
1.2	Device is a Power Class 3 UE.	X
1.3	BC14_UE is a 3GPP Category 3 or 4 device.	
1.4	BC14_UE has external antenna ports to allow for vehicle rooftop mounting of antenna for all functions – MIMO LTE, Wi-Fi and GPS.	X
1.5a	Device simultaneously supports B14 and one commercial wireless carrier operations.	X
1.5b	Device can simultaneously support two commercial carriers. Identify each carrier supported.	

Reference No.	In-Vehicle Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)
1.6	Device can simultaneously support B14 and two or more commercial wireless carrier operations (desired). Identify each carrier supported.	
1.7	Device is supplied with Antenna Kit, cables, and other associated parts to complete installation of the device in a vehicle: motorcycle, car, SUV or truck as specified by agency.	X
UE Characteristics		
1.8	LTE modem(s) can be installed in the device in the field without voiding its warranty	X
1.9	UICC(s) can be installed in the device in the field without voiding its warranty	X
1.10	There is a unique UICC for each mobile service provider (LTE band) supported in the device.	
1.11	Device supports interworking with the USIM/USAT applications in the UICC per 3GPP 31.101, 31.102 and 31.111.	X
1.12	Device is fully compliant with all FCC Technical Advisory Board minimum requirements. Ref: http://apps.fcc.gov/ecfs/document/view?id=7021919873	X
1.13	Device meets operational conditions of ambient temperature of 0 to 130 degrees Fahrenheit. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	X
1.14	Device meets operational ambient conditions of temperature of -22 to 140 degrees Fahrenheit or better. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	
1.15	Device operational ambient temperature of -22 to 170 degrees Fahrenheit or better is desired. Test certification must be on record with the LA-RICS Authority.	
1.16	Device must pass shock resistant to 90 cm drop on any of six sides. MIL SPEC 810. Test certification must be on record with the LA-RICS Authority.	X
1.17	Device must be certified vibration resistant for light truck transportation model using MIL STD-810G, or equivalent. Test certification must be on record with the LA-RICS Authority.	X
1.18	Device has at least one Ethernet RJ-45 port (10/100/1000).	X
1.19	Device has two or more Ethernet RJ-45 ports (10/100/1000).	
1.20	Device has one or more USB 2.0 ports.	X
1.21	Device has one or more USB 3.0 ports.	
1.22	Device supports an OBD- II interface.	
1.23	Device supports HDOBD interface.	
1.24	Device must be certified IEC 60529 or equivalent for intrusion protection (IP) of IP54 or better without the use of a third party enclosure. IEC test certification must be on record with the LA-RICS Authority.	X

Reference No.	In-Vehicle Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)
1.25	Device must be certified IEC 60529 or equivalent for IP66 or better without the use of a third-party enclosure. IEC test certification must be on record with the LA-RICS Authority	
1.26	Installation kit, mounting hardware and instructions required to maintain UL and other applicable safety certification(s).	
1.27	Power accessories: All necessary parts including, but not limited to connectors and harnesses to power the vendor's router via a nominal 10 - 30 VDC power source (e.g. vehicle battery).	X
1.28	Antenna for LTE operations across all supported bands with 3G fallback, Mag mount with ground plane, 15 ft (or similar) antenna cabling with connectors.	
1.29	GPS SMA Mag-Mount antenna	
1.30	Wi-Fi SMA Mag-Mount antenna	
1.31	7-foot Ethernet cable available as an option or procured separately	
1.32	Connector accessory: A locking mechanism for connectors to solidly fasten USB to device.	
1.33	Warranty and any offerings for extended warranties for the device must be on record with the LA-RICS Authority.	X
1.34	Provide installation documentation and limited training for 3 rd party installation vendors	✗
Motorcycle Specific UE Requirements		
1.35	Device is certified vibration resistant for motorcycle transportation model using MIL STD-810G, or equivalent. Test certification must be on record with the LA-RICS Authority.	✗
1.36	Device has a small profile suitable for mounting on a motorcycle.	✗
1.37	Device accessories necessary for mounting on a motorcycle including power cabling, antenna, and miscellaneous hardware.	✗
Wi-Fi and Bluetooth		
1.38	Device supports Wi-Fi station (STA) protocol IEEE 802.11b/g/n in the 2.4GHz band.	X
1.39	Device supports Wi-Fi station (STA) protocol IEEE 802.11b/g/n with operations in both 2.4 and 5.8 GHz bands.	
1.40	UE supports Wi-Fi offload and may or may not support session persistence.	
1.41	EIRP of device exceeds 17 dBm with supported MIMO configuration	
1.42	EIRP of device exceeds 24 dBm with supported MIMO configuration	
1.43	The device supports Wi-Fi Access Point (STA) protocol IEEE 802.11a in the 4.9 GHz band.	
1.44	Device supports Wi-Fi station (AP) protocol IEEE 802.11b/g/n with operations in dual bands, 2.4 and 5.8 GHz.	
1.45	EIRP of device exceeds 17 dBm with supported MIMO configuration	

Reference No.	In-Vehicle Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)
1.46	EIRP of device exceeds 24 dBm with supported MIMO configuration	
1.47	The device supports Wi-Fi Access Point (AP) protocol IEEE 802.11a in the 4.9 GHz band.	
1.48	The device may support Wi-Fi Station (STA) protocol IEEE 802.11a in the 4.9 GHz band.	
1.49	The device supports WPA2-Enterprise	
1.50	If the device has WPS capability, it must support disabling that feature.	X
1.51	The device supports at least one SSID.	
1.52	The device supports multiple SSIDs.	
1.53	The device is capable of non-broadcast or hidden SSIDs.	
1.54	The device supports Bluetooth 4.0 or higher.	
1.55	The device supports the IEEE 802.11s mesh networking amendment to the IEEE 802.11 specification.	
GPS		
1.56	The device supports autonomous (standalone) 3-channel, or higher GPS solution.	
1.57	The device supports autonomous (standalone) 3-channel, or higher GPS solution and at least one other satellite system (e.g. GLONASS).	
1.58	The device supports autonomous 12-channel, or higher GPS and GPS augmentation (WAAS).	
1.59	The device support autonomous GPS (USA GPS) and at least one other satellite system (e.g., Galileo, European GPS) and GPS augmentation.	
1.60	The GPS position is refreshed at a rate of 5 Hz or faster.	
1.61	The GPS position is refreshed rate of 1 Hz or faster.	
Device Management		
1.62	The device policies are settable via OMA-DM 1.2v (or higher) compliant managers.	X
1.63	Device supports LA-RICS certified extensions to the OMA DM Management Information Bases (MIBs).	
1.64	The device provisioning may be settable via vendor's proprietary Web-based management.	
Applications		
1.65	Device is compatible and tested with NetMotion's Locality software.	
1.66	An LTE performance application is supported by the device supplier	
1.67	Vendor supported Automatic Vehicular Location (AVL) device client. Management may be via OMA-DM 1.2v or Web based.	
UE Security		
1.68	The device utilizes a trusted boot.	X

Reference No.	In-Vehicle Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)
1.69	The device utilizes a hardware root of trust and trusted boot.	
1.70	The device utilizes a hardware root of trust and trusted boot, and attestation.	
1.71	The UE supports Advanced Authentication (AA) as defined by CJIS security policies. Ref: http://www.fbi.gov/about-us/cjis/RequirementsDocument.pdf	
1.72	The device is FIPS 140-2 security class level 1 certified by an accredited Cryptographic Module Testing laboratory. Test certification must be on record with the LA-RICS Authority.	
1.73	The device must meet FIPS 140-2 security class level 2 certified by an accredited Cryptographic Module Testing laboratory. Test certification must be on record with the LA-RICS Authority.	
UI Interface		
1.74	Device includes an integral speaker(s) that is louder than customary in consumer devices. Decibels to be defined.	
1.75	Device uses noise cancellation technology.	
1.76	User interface (UI) display is designed for outdoor use with brighter screen than found on consumer devices.	
1.77	Device touchscreen operates successfully with gloves on.	
1.78	Device must be FCC Part 90 certified. Test certification must be on record with the LA-RICS Authority.	X
1.79	Device must be FCC Part 15 certified. Test certification must be on record with the LA-RICS Authority.	X
1.80	Device is PTCRB certified for Band 14 operations. Test certification must be on record with the LA-RICS Authority.	X
1.81	Device is certified for operation on the alternate carriers to be used in the operation of the device. Test certification must be on record with the LA-RICS Authority.	X
1.82	Device must be IOT certified with Ericsson RAN. The IOT test plan will be consistent with published CTIA Certification Test Plans. The expectation is that the tests should be executed by a CTIA Authorized Test Lab. Specific test suites to be provided by LARICS. Normative Reference: http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans	X
1.83	Device must be certified to be interoperable with the Motorola/Mformation device management system. Test cases will be consistent with Interoperability test cases in the OMA document: "Enabler Test Specification for Device Management", Jan 2008 Normative reference: http://technical.openmobilealliance.org/Technical/Release_Program/docs/ETS/OMA-ETS-DM-V1_2-20110128-C.pdf	X

Reference No.	In-Vehicle Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)
1.84	Device must be <i>conformance</i> tested on the LA-RICS network by the vendor under the observation and approval of LA-RICS personnel or its agents. The base conformance test plan will follow CTIA's, "Certification Program Test Plan", see link below. The detailed step-by-step IOT plan will be developed by the vendor, then reviewed and approved by LA-RICS. Normative Reference: http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0	X
1.85	Device must be <i>acceptance</i> tested by LA-RICS. Test plan may be based upon all processes from device ordering through drive tests on the LA-RICS network. The purpose of the tests is to operationalize the device and ensure a good quality user experience.	X

Note:

- 1.) As part of LA-RICS acceptance testing (post-PTCRB certification) should test with included antenna(s) supplied with device as applicable.
- 2.) If a certified mPCI modem is utilized within the device, then the modem certification will carry over to the next higher assembly.

PSBN DEVICE CATEGORIES

CATEGORY 2 – USB MODEMS

Description	Device Form Factor	Use
USB modem that provides LTE radio connectivity for devices that support USB modems.	USB, 3.7 X 1.3 X 0.5 inches or other sizes as defined by the manufacturer	USB connection into laptops (MDTs), tablets, and in-vehicle routers to provide LTE connectivity.

Reference No.	USB Modems Requirements	Device Mandatory Minimum Qualifications (X = Yes)
LTE RF Elements		
2.1	Device supports Band Class 14 (BC14_UE).	X
2.2	Device is a Power Class 3 UE.	X
2.3	BC14_UE is a 3GPP Category 3 or 4 device.	X
2.4	BC14_UE has external antenna ports.	
2.5	External antenna kit (if applicable).	
UE Characteristics		
2.6	Device supports interworking with the USIM/USAT applications in the UICC per 3GPP 31.101, 31.102 and 31.111.	X
2.7	Device is fully compliant with all FCC Technical Advisory Board minimum requirements. Ref: http://apps.fcc.gov/ecfs/document/view?id=7021919873	X
2.8	Device meets operational conditions of ambient temperature of 0 to 130 degrees Fahrenheit. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	X
2.9	Device meets operational ambient conditions of temperature of -22 to 140 degrees Fahrenheit or better. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	
2.10	The device meets USB 3.0 specifications.	
2.11	List any accessories that are supported for this device such as anchor bracket, an extension USB cord, etc.	
2.12	The device supplier shall provide connection manager software (driver) that operates with the USB modem. These driver(s) shall be indicate which operating system(s) are supported and have been verified (e.g.; Windows 7)	X
2.13	Warranty and any offerings for extended warranties for the device must be on record with the LA-RICS Authority.	X

Reference No.	USB Modems Requirements	Device Mandatory Minimum Qualifications (X = Yes)
eUICC Management		
2.14	If the USB only uses an eUICC or embedded SIM then the UICC specifications apply for this device.	X
Certification		
2.15	Device must be FCC Part 90 certified. Test certification must be on record with the LA-RICS Authority.	X
2.16	Device is PTCRB certified for Band 14 operations. Test certification must be on record with the LA-RICS Authority.	X
2.17	Device is certified for operation on the alternate carriers to be used in the operation of the device. Test certification must be on record with the LA-RICS Authority.	X
2.18	Device must be IOT certified with Ericsson RAN. The IOT test plan will be consistent with published CTIA Certification Test Plans. The expectation is that the tests should be executed by a CTIA Authorized Test Lab. Specific test suites to be provided by LARICS. Normative Reference: http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans	X
2.19	Device must be <i>conformance</i> tested on the LA-RICS network by the Contractor under the observation and approval of LA-RICS personnel or its agents. The base conformance test plan will follow CTIA’s, “Certification Program Test Plan”, see link below. The detailed step-by-step IOT plan will be developed by the Contractor, then reviewed and approved by LA-RICS. Normative Reference: http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0	X
2.20	Device must be <i>acceptance</i> tested by LA-RICS. Detailed test plan will be based upon all processes from device ordering through drive tests on the LA-RICS network. The purpose of the tests is to operationalize the device and ensure a good quality user experience.	X

PSBN DEVICE CATEGORIES

CATEGORY 3 – SMARTPHONES

Description	Device Form Factor	Use
LTE Smart Phone that operates on Band Class 14 as well as at least one other carriers networks.	<ul style="list-style-type: none"> • Typical: 5.55 x 2.97 x 0.53 inches • Minimum 4.7 inch touch screen. • Ports for Audio headphones • Micro USB • Controls for volume, power, etc. • Hardened Case and screen • Speakerphone capability 	Handheld smart phone for data and non-mission critical voice services. <ul style="list-style-type: none"> • Hardened for rugged use

Reference No.	Smartphone Requirements	Device Mandatory Minimum Qualifications (X = Yes)
LTE RF Elements		
3.0	Device must support Band Class 14 (BC14_UE).	X
3.1	Device is a Power Class 3 UE.	X
3.2	BC14_UE is a 3GPP Category 3 or 4 device.	
3.3	BC14_UE has external antenna ports to allow for vehicle rooftop mounting of antenna for all functions – MIMO LTE, Wi-Fi and GPS	
3.4	Device supports B14 and one commercial wireless carrier operations as an alternate when B14 is not available	X
3.5a	Device can support B14 and two or more commercial wireless carrier operations as alternates when B14 is not available (desired). Identify each carrier supported.	
3.5b	Device can simultaneously support two commercial wireless carriers. Identify each carrier supported.	
3.6	Device accessories: Device is supplied with docking station, Antenna Kit, cables, and other associated parts to complete installation of the device in a vehicle: motorcycle, car, SUV or truck as specified by agency.	
UE Characteristics		
3.7	UICC(s) can be installed in the device in the field without voiding its warranty	X
3.8	There is a unique UICC for each mobile service provider (LTE band) supported in the device.	
3.9	The device should be able to support virtual SIMs (multiple profiles) on a single UICC slot.	

Reference No.	Smartphone Requirements	Device Mandatory Minimum Qualifications (X = Yes)
3.10	Device supports interworking with the USIM/USAT applications in the UICC per 3GPP 31.101, 31.102 and 31.111.	X
3.11	Device is fully compliant with all FCC Technical Advisory Board minimum requirements. Ref: http://apps.fcc.gov/ecfs/document/view?id=7021919873	X
3.12	Device meets operational conditions of ambient temperature of 0 to 130 degrees Fahrenheit. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	X
3.13	Device meets operational ambient conditions of temperature of -22 to 140 degrees Fahrenheit or better. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	
3.14	Device must pass MIL SPEC 810 G test for shock resistant to 90 cm drop on any of six sides. Test certification must be on record with the LA-RICS Authority.	X
3.15	Device must be certified vibration resistant for light truck transportation model using MIL STD-810G, or equivalent. Test certification must be on record with the LA-RICS Authority.	
3.16	Device has one or more Micro-USB, USB 2.0, or USB 3.0 connector.	X
3.17	Device must be certified IEC 60529 for intrusion protection (IP) of IP54 or better without the use of a third party enclosure. IEC test certification must be on record with the LA-RICS Authority.	
3.18	Device must be certified IEC 60529 for IP66 or better without the use of a third-party enclosure. IEC test certification must be on record with the LA-RICS Authority.	
3.19	Power accessories: All necessary parts for powering device including AC/DC power adapter brick and cord for 100-240 VAC, 50-60Hz power source. Specify your minimum and maximum battery life during idle and working conditions and recharging time.	X
3.20	Power accessories: additional replaceable battery and battery charger.	
3.21	Identify and recommend accessories that work with and support of the unit such as <ol style="list-style-type: none"> 1.) Micro USB cable 2.) Wired head phones 3.) Bluetooth head phones 4.) Vehicle charger 5.) Vehicle cradle 6.) External cases 7.) Screen covers 8.) Holster smartphone holder 9.) External port extender cradle to enable connection to external antenna 10.) External antenna 11.) Installation kit 	

Reference No.	Smartphone Requirements	Device Mandatory Minimum Qualifications (X = Yes)
3.22	Warranty and any offerings for extended warranties for the device must be on record with the LA-RICS Authority.	
3.23	Identify the processor and memory configuration (and options) used in the device. LA-RICS would prefer to internal memory storage at least 32GB that is expandable up to 128GB.	
3.24	Identify the current OS (operating system) used with the smartphone device. LA-RICS recommends that the smartphone device support the current OS and be software upgradable to the next OS.	
Wi-Fi and Bluetooth		
3.25	Device supports Wi-Fi station (STA) protocol IEEE 802.11b/g/n in the 2.4GHz band.	
3.26	Device supports Wi-Fi station (STA) protocol IEEE 802.11b/g/n with operations in both 2.4 and 5.8 GHz bands.	
3.27	Device supports Wi-Fi offload and may or may not support session persistence.	
3.28	EIRP of device exceeds 17 dBm with supported MIMO configuration	
3.29	EIRP of device exceeds 24 dBm with supported MIMO configuration	
3.30	The device supports Wi-Fi Access Point (STA) protocol IEEE 802.11a in the 4.9 GHz band.	
3.31	Device supports Wi-Fi station (AP) protocol IEEE 802.11b/g/n with operations in dual bands, 2.4 and 5.8 GHz.	
3.32	EIRP of device exceeds 17 dBm with supported MIMO configuration	
3.33	EIRP of device exceeds 24 dBm with supported MIMO configuration	
3.34	The device supports Wi-Fi Access Point (AP) protocol IEEE 802.11a in the 4.9 GHz band.	
3.35	The device may support Wi-Fi Station (STA) protocol IEEE 802.11a in the 4.9 GHz band.	
3.36	The device supports WPA2-Enterprise	
3.37	If the device has WPS capability, it must support disabling that feature.	X
3.38	The device supports at least one SSID	
3.39	The device supports multiple SSIDs	
3.40	The device is capable of non-broadcast or hidden SSIDs.	
3.41	The device supports Bluetooth 4.0 or higher.	
GPS		
3.42	The device supports autonomous (standalone) 3-channel, or higher GPS solution.	
3.43	The device supports autonomous (standalone) 3-channel, or higher GPS solution and at least one other satellite system (e.g. GLONASS).	X
3.44	The device supports autonomous 12-channel, or higher GPS and GPS augmentation (WAAS).	
3.45	The device support autonomous GPS (USA GPS) and at least one other satellite system (e.g., Galileo, European GPS) and GPS augmentation	

Reference No.	Smartphone Requirements	Device Mandatory Minimum Qualifications (X = Yes)
3.46	The GPS position is refreshed at a rate of 5 Hz or faster. High sampling rate required for high-speed vehicles.	
3.47	The GPS position is refreshed rate of 1 Hz or faster.	
Device Management		
3.48	The device policies are settable via OMA-DM 1.2v (or higher) compliant managers.	
3.49	Device supports LA-RICS certified extensions to the OMA DM Management Information Bases (MIBs).	
3.50	The device provisioning may be settable via Contractor's proprietary Web-based management.	
Applications		
3.51	Device is compatible and tested with NetMotion's Locality software.	
3.52	An LTE performance application is supported by the device supplier	
3.53	Contractor supported push-to-talk (PTT) device client is managed by OMA-DM 1.2v compliant server.	
3.54	Contractor supported Automatic Vehicular Location (AVL) device client. Management may be via OMA-DM 1.2v, or Web based.	
3.55	Contractor supported weather client.	
3.56	Contractor supported Internet Browser.	
3.57	Circuit switched voice or VoLTE.	X
3.58	Contractor supported VoIP application (SIP based).	
3.59	Contractor supported Messaging (SMS and MMS).	X
3.60	Contractor supported CMAS client.	X
3.61	Contractor supported email client	X
UE Security		
3.62	The device utilizes a trusted boot.	
3.63	The device utilizes a hardware root of trust and trusted boot.	
3.64	The device utilizes a hardware root of trust and trusted boot, and attestation	
3.65	The UE supports Advanced Authentication (AA) as defined by CJIS security policies. Ref: http://www.fbi.gov/about-us/cjis/RequirementsDocument.pdf	
3.66	The device is FIPS 140-2 security class level 1 certified by an accredited Cryptographic Module Testing laboratory. Test certification must be on record with the LA-RICS Authority.	
3.67	The device must meet FIPS 140-2 security class level 2 certified by an accredited Cryptographic Module Testing laboratory. Test certification must be on record with the LA-RICS Authority.	
UI Interface		
3.68	Device includes an integral speaker(s) that is louder than customary in consumer devices. Describe the Decibels of your handset	X

Reference No.	Smartphone Requirements	Device Mandatory Minimum Qualifications (X = Yes)
3.69	Device uses noise cancellation technology.	X
3.70	User interface (UI) display is designed for outdoor use with brighter screen than found on consumer devices.	X
3.71	Device touchscreen operates successfully with gloves on.	
Certification		
3.72	Device must be FCC Part 90 certified. Test certification must be on record with the LA-RICS Authority.	X
3.73	Device must be FCC Part 15 certified. Test certification must be on record with the LA-RICS Authority.	X
3.74	Device is PTCRB certified for Band 14 operations. Test certification must be on record with the LA-RICS Authority.	X
3.75	Device is certified for operation on the alternate carriers to be used in the operation of the device. Test certification must be on record with the LA-RICS Authority.	X
3.76	Device must be IOT certified with Ericsson RAN. The IOT test plan will be consistent with published CTIA Certification Test Plans. The expectation is that the tests should be executed by a CTIA Authorized Test Lab. Specific test suites to be provided by LARICS. Normative Reference: http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans	X
3.77	Device must be interoperable with the device management system. Test cases will be consistent with Interoperability test cases in the OMA document: “Enabler Test Specification for Device Management”, Jan 2008 Normative reference: http://technical.openmobilealliance.org/Technical/Release_Program/docs/ETS/OMA-ETS-DM-V1_2-20110128-C.pdf	X
3.78	Device must be <i>conformance</i> tested on the LA-RICS network by the Contractor under the observation and approval of LA-RICS personnel or its agents. The base conformance test plan will follow CTIA’s, “Certification Program Test Plan”, see link below. The detailed step-by-step IOT plan will be developed by the Contractor, then reviewed and approved by LA-RICS. Normative Reference: http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0	X
3.79	Device must be <i>acceptance</i> tested by LA-RICS. Test plan may be based upon all processes from device ordering through drive tests on the LA-RICS network. The purpose of the tests is to operationalize the device and ensure a good quality user experience.	X

PSBN DEVICE CATEGORIES

CATEGORY 4 – TABLETS

Description	Device Form Factor	Use
Rugged tablet computer.	Typical: 9.0 x 6.5 x 1.3 inches or other suitable dimension as specified by the manufacturer <ul style="list-style-type: none"> • USB ports • Power ports • Battery • Hardened Case • Touch screen • Ability to add external keyboard 	May be fixed in a vehicle, or carried by a First Responder. Multiple screen sizes to meet implementation applications.

Reference No.	Tablet Requirements	Device Mandatory Minimum Qualifications (X = Yes)
LTE RF Elements		
4.1	Device must support Band Class 14 (BC14_UE).	X
4.2	Device is a Power Class 3 UE.	X
4.3	BC14_UE is a 3GPP Category 3 or 4 device.	
4.4	BC14_UE has external antennae ports to allow for vehicle rooftop mounting of antennae for all functions – MIMO LTE, Wi-Fi and GPS.	
4.5	Device simultaneously supports B14 and one commercial wireless carrier operations. Identify each carrier supported.	X
4.6	Device can simultaneously support B14 and two or more commercial wireless carrier operations (desired). Identify each carrier supported.	
4.7	Device accessories: Device is supplied with docking station, Antenna Kit, cables, and other associated parts to complete installation of the device in a vehicle: motorcycle, car, SUV or truck as specified by agency.	
4.8	Provide installation documentation and limited training for 3 rd party installation vendors	X
4.9	LTE modem(s) can be installed in the device in the field without voiding its warranty.	
UE Characteristics		
4.10	UICC(s) can be installed in the device in the field without voiding its warranty.	
4.11	There is a unique UICC for each mobile service provider (LTE band) supported in the device.	

Reference No.	Tablet Requirements	Device Mandatory Minimum Qualifications (X = Yes)
4.12	Device supports interworking with the USIM/USAT applications in the UICC per 3GPP 31.101, 31.102 and 31.111.	X
4.13	Device is fully compliant with all FCC Technical Advisory Board minimum requirements. Ref: http://apps.fcc.gov/ecfs/document/view?id=7021919873	X
4.14	Device meets operational conditions of ambient temperature of 0 to 130 degrees Fahrenheit. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	✗
4.15	Device meets operational ambient conditions of temperature of -22 to 140 degrees Fahrenheit or better. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	
4.16	Device must pass shock resistant to 90 cm drop on any of six sides. MIL SPEC 810. Test certification must be on record with the LA-RICS Authority.	X
4.17	Device must be certified vibration resistant for light truck transportation model using MIL STD-810G, or equivalent. Test certification must be on record with the LA-RICS Authority.	
4.18	Device has two or more Ethernet RJ-45 ports (10/100/1000).	
4.19	Device has one Ethernet RJ-45 ports (10/100/1000).	
4.20	Device has one or more USB 2.0 and/or USB 3.0 ports.	
4.21	Device must be certified IEC 60529 for intrusion protection (IP) of IP54 or better without the use of a third party enclosure. IEC test certification must be on record with the LA-RICS Authority.	✗
4.22	Device must be certified IEC 60529 for IP66 or better without the use of a third-party enclosure. IEC test certification must be on record with the LA-RICS Authority. Specify your minimum and maximum battery life during idle and working conditions including charging time.	
4.23	Power accessories: All necessary parts for powering device including AC/DC power adapter brick and cord for 100-240 VAC, 50-60Hz power source.	X
4.24	Connector accessory: A locking mechanism for connectors – USB and RJ-45.	
4.25	Identify and recommend accessories that work with and support of the unit such as 1.) AC/DC power charger 2.) Replacement Batteries 3.) External cases 4.) Screen protection 5.) External keyboard 6.) External monitor 7.) USB cords 8.) Passive cradle 9.) Port adapter cradle 10.) External antenna adapter 11.) Wired head phones 12.) Bluetooth headphones	

Reference No.	Tablet Requirements	Device Mandatory Minimum Qualifications (X = Yes)
4.25	Warranty and any offerings for extended warranties for the device must be on record with the LA-RICS Authority.	
4.26	Identify the Memory configuration and the processor used in the device. LA-RICS would prefer to have 128 GB memory with 4GB RAM available on the tablet device	
Wi-Fi and Bluetooth		
4.27	Device supports Wi-Fi station (STA) protocol IEEE 802.11b/g/n in the 2.4GHz band.	X
4.28	Device supports Wi-Fi station (STA) protocol IEEE 802.11b/g/n with operations in both 2.4 and 5.8 GHz bands.	X
4.29	Device supports Wi-Fi offload and may or may not support session persistence.	
4.30	EIRP of device exceeds 17 dBm with supported MIMO configuration	X
4.31	EIRP of device exceeds 24 dBm with supported MIMO configuration.	
4.32	The device supports Wi-Fi Access Point (STA) protocol IEEE 802.11a in the 4.9 GHz band.	
4.33	Device supports Wi-Fi station (AP) protocol IEEE 802.11b/g/n with operations in dual bands, 2.4 and 5.8 GHz.	
4.34	EIRP of device exceeds 17 dBm with supported MIMO configuration.	
4.35	EIRP of device exceeds 24 dBm with supported MIMO configuration.	
4.36	The device supports Wi-Fi Access Point (AP) protocol IEEE 802.11a in the 4.9 GHz band.	
4.37	The device may support Wi-Fi Station (STA) protocol IEEE 802.11a in the 4.9 GHz band.	
4.38	The device supports WPA2-Enterprise.	
4.39	If the device has WPS capability, it must support disabling that feature.	X
4.40	The device supports at least one SSID.	
4.41	The device supports multiple SSIDs.	
4.42	The device is capable of non-broadcast or hidden SSIDs.	
4.43	The device supports Bluetooth 4.0 or higher.	
GPS		
4.44	The device supports autonomous (standalone) 3-channel, or higher GPS solution.	
4.45	The device supports autonomous (standalone) 3-channel, or higher GPS solution and at least one other satellite system (e.g. GLONASS).	X
4.46	The device supports autonomous 12-channel, or higher GPS and GPS augmentation (WAAS).	
4.47	The device support autonomous GPS (USA GPS) and at least one other satellite system (e.g., Galileo, European GPS) and GPS augmentation	
4.48	The GPS position is refreshed at a rate of 5 Hz or faster.	
4.49	The GPS position is refreshed rate of 1 Hz or faster.	
Device Management		
4.50	The device policies are settable via OMA-DM 1.2v (or higher) compliant managers.	✗

Reference No.	Tablet Requirements	Device Mandatory Minimum Qualifications (X = Yes)
4.51	Device supports LA-RICS certified extensions to the OMA DM Management Information Bases (MIBs).	
4.52	The device provisioning may be settable via Contractor’s proprietary Web-based management.	
Applications		
4.53	Device is compatible and tested with NetMotion's Locality software.	
4.54	An LTE performance application is supported by the device supplier.	
4.55	Contractor supported push-to-talk (PTT) device client is managed by OMA-DM 1.2v compliant server.	
4.56	Contractor supported Automatic Vehicular Location (AVL) device client. Management may be via OMA-DM 1.2v, or Web based.	
4.57	Contractor supported weather client	
4.58	Contractor supported Internet Browser	
4.59	Contractor supported VoIP application (SIP based)	
4.60	Contractor supported Messaging (SMS and MMS)	
4.61	Contractor supported CMAS client.	
4.62	Contractor supported email client.	
4.63	Contractor to identify the common business enterprise software that is supported on the device (i.e. Microsoft Office Suite, Adobe, etc.).	
UE Security		
4.64	The device utilizes a trusted boot.	✘
4.65	The device utilizes a hardware root of trust and trusted boot.	
4.66	The device utilizes a hardware root of trust and trusted boot, and attestation.	
4.67	The UE supports Advanced Authentication (AA) as defined by CJIS security policies. Ref: http://www.fbi.gov/about-us/cjis/RequirementsDocument.pdf	
4.68	The device is FIPS 140-2 security class level 1 certified by an accredited Cryptographic Module Testing laboratory. Test certification must be on record with the LA-RICS Authority.	
4.69	The device must meet FIPS 140-2 security class level 2 certified by an accredited Cryptographic Module Testing laboratory. Test certification must be on record with the LA-RICS Authority.	
UI Interface		
4.70	Device includes an integral speaker(s) that is louder than customary in consumer devices. Decibels to be defined.	
4.71	Device uses noise cancellation technology.	
4.72	User interface (UI) display is designed for outdoor use with brighter screen than found on consumer devices.	
4.73	Device touchscreen operates successfully with gloves on.	
4.74	Contractor to identify other user interfaces that are offered and supported on the tablet. LA-RICS would prefer that the tablet device support a digitized pen with “click” button features and the ability to write on the device instantly on most software programs and documents.	

Reference No.	Tablet Requirements	Device Mandatory Minimum Qualifications (X = Yes)
Certification ^{Note 1}		
4.75	Device must be FCC Part 90 certified. Test certification must be on record with the LA-RICS Authority.	X
4.76	Device must be FCC Part 15 certified. Test certification must be on record with the LA-RICS Authority.	X
4.77	Device is PTCRB certified for Band 14 operations. Test certification must be on record with the LA-RICS Authority.	X
4.78	Device is certified for operation on the alternate carriers to be used in the operation of the device. Test certification must be on record with the LA-RICS Authority.	X
4.79	Device must be IOT certified with Ericsson RAN. The IOT test plan will be consistent with published CTIA Certification Test Plans. The expectation is that the tests should be executed by a CTIA Authorized Test Lab. Specific test suites to be provided by LARICS. Normative Reference: http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans	X
4.80	Device must be certified to be interoperable with the Mformation device management system. Test cases will be consistent with Interoperability test cases in the OMA document: “Enabler Test Specification for Device Management”, Jan 2008 Normative reference: http://technical.openmobilealliance.org/Technical/Release_Program/docs/ETS/OMA-ETS-DM-V1_2-20110128-C.pdf	X
4.81	Device must be <i>conformance</i> tested on the LA-RICS network by the Contractor under the observation and approval of LA-RICS personnel or its agents. The base conformance test plan will follow CTIA’s, “Certification Program Test Plan”, see link below. The detailed step-by-step IOT plan will be developed by the Contractor, then reviewed and approved by LA-RICS. Normative Reference: http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0	X
4.82	Device must be <i>acceptance</i> tested by LA-RICS. Test plan may be based upon all processes from device ordering through drive tests on the LA-RICS network. The purpose of the tests is to operationalize the device and ensure a good quality user experience.	X

Note:

- 1.) As part of LA-RICS acceptance testing (post-PTCRB certification) should test with included antenna(s) supplied with device as applicable.

PSBN DEVICE CATEGORIES

CATEGORY 5 – OUTDOOR UNITS (ODU)

Description	Device Form Factor	Use
Fixed outdoor LTE CPE (ODU). Ethernet cable is used to connect users to the ODU.	Outdoor device typically small profile <ul style="list-style-type: none"> • e.g. 4.7 x 8.5 x 2.6 inches. 	Fixed to an exterior wall of a building providing LTE connectivity for one or more computers inside the building. Optimal placement and high-gain antennae provides superior performance.

Reference No.	Outdoor Units Requirements	Device Mandatory Minimum Qualifications (X = Yes)
LTE RF Elements		
5.1	Device supports Band Class 14 (BC14_UE).	X
5.2	Device is a Power Class 3 UE.	X
5.3	BC14_UE is a 3GPP Category 3 or 4 device.	
5.4	High-gain Antenna kit is supplied (unless antennae are internal).	
5.5	Provide installation documentation and training for 3 rd party installation vendors.	✗
UE Characteristics		
5.6	Device supports interworking with the USIM/USAT applications in the UICC per 3GPP 31.101, 31.102 and 31.111.	X
5.7	Device is fully compliant with all FCC Technical Advisory Board minimum requirements. Ref: http://apps.fcc.gov/ecfs/document/view?id=7021919873	X
5.8	Device meets operational conditions of ambient temperature of 0 to 130 degrees Fahrenheit. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	✗
5.9	Device meets operational ambient conditions of temperature of -22 to 140 degrees Fahrenheit or better. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	
5.10	Device has Ethernet RJ-45 ports (10/100/1000).	X
5.11	Power to the ODU is provided using over Power over Ethernet (PoE). All necessary accessories are provided to support this functionality.	X
5.12	Warranty and any offerings for extended warranties for the device must be on record with the LA-RICS Authority.	X

Reference No.	Outdoor Units Requirements	Device Mandatory Minimum Qualifications (X = Yes)
eUICC Management		
5.13	If the ODU only uses an eUICC or embedded SIM then the UICC specifications apply for this device.	X
Certification <small>Note 1, 2</small>		
5.14	Device must be FCC Part 90 certified. Test certification must be on record with the LA-RICS Authority.	X
5.15	Device is PTCRB certified for Band 14 operations. Test certification must be on record with the LA-RICS Authority.	X
5.16	Device is certified for operation on the alternate carriers to be used in the operation of the device. Test certification must be on record with the LA-RICS Authority. Identify each carrier supported.	X
5.17	Device must be IOT certified with Ericsson RAN. The IOT test plan will be consistent with published CTIA Certification Test Plans. The expectation is that the tests should be executed by a CTIA Authorized Test Lab. Specific test suites to be provided by LARICS. Normative Reference: http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans	X
5.18	Device must be <i>conformance</i> tested on the LA-RICS network by the Contractor under the observation and approval of LA-RICS personnel or its agents. The base conformance test plan will follow CTIA's, "Certification Program Test Plan", see link below. The detailed step-by-step IOT plan will be developed by the Contractor, then reviewed and approved by LA-RICS. Normative Reference: http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0	X
5.19	Device must be <i>acceptance</i> tested by LA-RICS. Test plan may be based upon all processes from device ordering through drive tests on the LA-RICS network. The purpose of the tests is to operationalize the device and ensure a good quality user experience.	

Note:

- 1.) As part of LA-RICS acceptance testing (post-PTCRB certification) should test with included antenna(s) supplied with device as applicable
- 2.) If a certified mPCI modem is utilized within the device, then the modem certification will carry over to the next higher assembly.

PSBN DEVICE CATEGORIES

CATEGORY 6 – PORTABLE HOTSPOTS

Description	Device Form Factor	Use
Portable Hotspot with single or multiple LTE modems with Wi-Fi and micro-USB connectivity.	<ul style="list-style-type: none"> • Typical: 4.05 x 2.88 x 0.34 inches. 4.26 ounces or other suitable dimensions based on manufacture design. • Multiple USB port access • AC/DC Power adapter • Battery • UICC slot 	Allows the sharing of a device's LTE data connection with other devices on the same network.

Reference No.	Portable Hotspot Requirements	Device Mandatory Minimum Qualifications (X = Yes)
LTE RF Elements		
6.1	Device must support Band Class 14 (BC14_UE).	X
6.2	Device is a Power Class 3 UE.	X
6.3	BC14_UE is a 3GPP Category 3 or 4 device.	
6.4	BC14_UE has external antennae ports to allow for vehicle rooftop mounting of antennae for all functions – MIMO LTE, Wi-Fi and GPS.	
6.5	Device simultaneously supports B14 and one commercial wireless carrier operations. Identify each carrier supported.	
6.6	Device can simultaneously support B14 and two or more commercial wireless carrier operations (desired). Identify each carrier supported.	
6.7	Device is supplied with Antenna Kit, cables, and other associated parts to complete installation of the device in a vehicle: motorcycle, car, SUV or truck as specified by agency.	
6.8	Provide installation documentation and training for 3 rd party installation vendors.	
UE Characteristics		
6.9	UICC(s) can be installed in the device in the field without voiding its warranty.	X
6.10	There is a unique UICC for each mobile service provider (LTE band) supported in the device.	
6.11	Device supports interworking with the USIM/USAT applications in the UICC per 3GPP 31.101, 31.102 and 31.111.	X
6.12	Device is fully compliant with all FCC Technical Advisory Board minimum requirements. Ref: http://apps.fcc.gov/ecfs/document/view?id=7021919873	X

Reference No.	Portable Hotspot Requirements	Device Mandatory Minimum Qualifications (X = Yes)
6.13	Device meets operational conditions of ambient temperature of 0 to 130 degrees Fahrenheit. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	✗
6.14	Device meets operational ambient conditions of temperature of -22 to 140 degrees Fahrenheit or better. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	
6.15	Device operational ambient temperature of -22 to 170 degrees Fahrenheit or better is desired. Test certification must be on record with the LA-RICS Authority.	
6.16	Device must pass shock resistant to 90 cm drop on any of six sides. MIL SPEC 810. Test certification must be on record with the LA-RICS Authority.	X
6.17	Device must be certified vibration resistant for light truck transportation model using MIL STD-810G, or equivalent. Test certification must be on record with the LA-RICS Authority.	X
6.18	Device has at least one Ethernet RJ-45 port (10/100/1000).	
6.19	Device has one or more microUSB 2.0 ports.	X
6.20	Device has one or more microUSB 3.0 ports.	
6.21	Device must be certified IEC 60529 or equivalent for intrusion protection (IP) of IP54 or better without the use of a third party enclosure. IEC test certification must be on record with the LA-RICS Authority.	✗
6.22	Device must be certified IEC 60529 or equivalent for IP66 or better without the use of a third-party enclosure. IEC test certification must be on record with the LA-RICS Authority	
6.23	Battery designed to operate unit longer than 10 hours on a single charge.	
6.24	Power accessories: All cords and components necessary to power portable hotspot via standard 110-120v AC receptacle.	X
6.25	Removable battery designed to operate greater than 10 hours on a single charge; plus spare battery and external battery charger.	
6.26	Power accessories: All necessary parts including, but not limited to connectors and harnesses to power the portable hotspot via a nominal 10 - 30 VDC power source (e.g. vehicle battery) are supplied with the unit. As well as replacement batteries	
6.27	Warranty and any offerings for extended warranties for the device must be on record with the LA-RICS Authority.	X
Motorcycle Specific UE Requirements		
6.28	Device is certified vibration resistant for motorcycle transportation model using MIL STD-810G, or equivalent. Test certification must be on record with the LA-RICS Authority.	✗
6.29	Device has a small profile suitable for mounting on a motorcycle.	✗
6.30	Device accessories necessary for mounting on a motorcycle including power cabling, antennae, and miscellaneous hardware.	✗

Reference No.	Portable Hotspot Requirements	Device Mandatory Minimum Qualifications (X = Yes)
Wi-Fi and Bluetooth		
6.31	Device supports Wi-Fi station (AP) protocol IEEE 802.11b/g/n in 2.4 GHz band	X
6.32	Device supports Wi-Fi station (AP) protocol IEEE 802.11b/g/n with operations in dual bands, 2.4 and 5.8 GHz.	
6.33	EIRP of device exceeds 17 dBm with supported MIMO configuration	
6.34	EIRP of device exceeds 24 dBm with supported MIMO configuration	
6.34	The device supports WPA2-Enterprise	
6.35	If the device has WPS capability, it must support disabling that feature.	X
6.36	The device supports at least one SSID	X
6.37	The device supports multiple SSIDs	
6.38	The device is capable of non-broadcast or hidden SSIDs.	
6.39	The device supports Bluetooth 4.0 or higher.	
GPS		
6.40	The device supports autonomous (standalone) 3-channel, or higher GPS solution.	
6.41	The device supports autonomous (standalone) 3-channel, or higher GPS solution and at least one other satellite system (e.g. GLONASS).	
UE Security		
6.42	Device is able to support VPN data flows	X
UI Interface		
6.43	User interface (UI) display is designed for outdoor use with brighter screen or display than found on typical consumer devices.	
6.44	Device touchscreen operates successfully with gloves on.	
Certification		
6.45	Device must be FCC Part 90 certified. Test certification must be on record with the LA-RICS Authority.	X
6.46	Device must be FCC Part 15 certified. Test certification must be on record with the LA-RICS Authority.	X
6.47	Device is PTCRB certified for Band 14 operations. Test certification must be on record with the LA-RICS Authority.	X
6.48	Device is certified for operation on the alternate carriers to be used in the operation of the device. Test certification must be on record with the LA-RICS Authority.	✘
6.49	Device must be IOT certified with Ericsson RAN. The IOT test plan will be consistent with published CTIA Certification Test Plans. The expectation is that the tests should be executed by a CTIA Authorized Test Lab. Specific test suites to be provided by LARICS. Normative Reference: http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans	X

Reference No.	Portable Hotspot Requirements	Device Mandatory Minimum Qualifications (X = Yes)
6.50	<p>Device must be certified to be interoperable with the Motorola device management system.</p> <p>Test cases will be consistent with Interoperability test cases in the OMA document: "Enabler Test Specification for Device Management", Jan 2008</p> <p>Normative reference: http://technical.openmobilealliance.org/Technical/Release_Program/docs/ETS/OMA-ETS-DM-V1_2-20110128-C.pdf</p>	X
6.51	<p>Device must be <i>conformance</i> tested on the LA-RICS network by the Contractor under the observation and approval of LA-RICS personnel or its agents. The base conformance test plan will follow CTIA's, "Certification Program Test Plan", see link below. The detailed step-by-step IOT plan will be developed by the Contractor, then reviewed and approved by LA-RICS.</p> <p>Normative Reference: http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0</p>	X
6.52	<p>Device must be <i>acceptance</i> tested by LA-RICS. Test plan may be based upon all processes from device ordering through drive tests on the LA-RICS network. The purpose of the tests is to operationalize the device and ensure a good quality user experience.</p>	X

PSBN DEVICE CATEGORIES

CATEGORY 7 – mPCIe LTE MODEMS

Description	Device Form Factor	Use	Special Note
LTE modem that provides the LTE radio connectivity for devices.	mPCIe (Full mini F1) 2.0 x 1.18 x 0.2 inches	Embedded in laptops (MDTs), tablets, and routers (esp. mounted in vehicles) to provide LTE connectivity.	The modem requires a UICC.

Reference No.	mPCIe LTE Modem Requirements	Device Mandatory Minimum Qualifications (X = Yes)
LTE RF Elements		
7.1	Device supports Band Class 14 (BC14_UE).	X
7.2	Device is a Power Class 3 UE.	X
7.3	BC14_UE is a 3GPP Category 3 or 4 device.	X
7.4	BC14_UE has external antenna ports	X
7.5	Device simultaneously supports B14 and one commercial wireless carrier operations. Identify each carrier supported.	X
7.6a	Device simultaneously supports B14 and two or more commercial wireless carrier operations. Identify each carrier supported.	
7.6b	Device can simultaneously support two commercial wireless carriers. Identify each carrier supported.	
UE Characteristics		
7.7	Device supports interworking with the USIM/USAT applications in the UICC per 3GPP 31.101, 31.102 and 31.111.	X
7.8	Device is fully compliant with all FCC Technical Advisory Board minimum requirements. Ref: http://apps.fcc.gov/ecfs/document/view?id=7021919873	X
7.9	Device meets operational conditions of ambient temperature of 0 to 130 degrees Fahrenheit. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	X
7.10	Device meets operational ambient conditions of temperature of -22 to 170 degrees Fahrenheit or better. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	
7.11	Warranty and any offerings for extended warranties for the device must be on record with the LA-RICS Authority.	X

Reference No.	mPCIe LTE Modem Requirements	Device Mandatory Minimum Qualifications (X = Yes)
eUICC Management		
7.12	If the mPCIe only uses an eUICC or embedded SIM then the UICC specifications apply for this device.	X
Certification ^{Note 1}		
7.13	Device must be FCC Part 90 certified. Test certification must be on record with the LA-RICS Authority.	X
7.14	Device must be FCC Part 15 certified assuming Wi-Fi or Bluetooth functionality. Test certification must be on record with the LA-RICS Authority.	X
7.15	Device is PTCRB certified for Band 14 operations. Test certification must be on record with the LA-RICS Authority.	X
7.16	Device is certified for operation on the alternate carriers to be used in the operation of the device. Test certification must be on record with the LA-RICS Authority.	X
7.17	Device must be IOT certified with Ericsson RAN. The IOT test plan will be consistent with published CTIA Certification Test Plans. The expectation is that the tests should be executed by a CTIA Authorized Test Lab. Specific test suites to be provided by LARICS. Normative Reference: http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans	X
7.18	Device must be <i>conformance</i> tested on the LA-RICS network by the Contractor under the observation and approval of LA-RICS personnel or its agents. The base conformance test plan will follow CTIA’s, “Certification Program Test Plan”, see link below. The detailed step-by-step IOT plan will be developed by the Contractor, then reviewed and approved by LA-RICS. Normative Reference: http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0	X
7.19	Device must be <i>acceptance</i> tested by LA-RICS. Test plan may be based upon all processes from device ordering through drive tests on the LA-RICS network. The purpose of the tests is to operationalize the device and ensure a good quality user experience.	X

Note:

- 1.) As part of LA-RICS acceptance testing (post-PTCRB certification) should test with included antenna(s) supplied with device as applicable.

PSBN DEVICE CATEGORIES

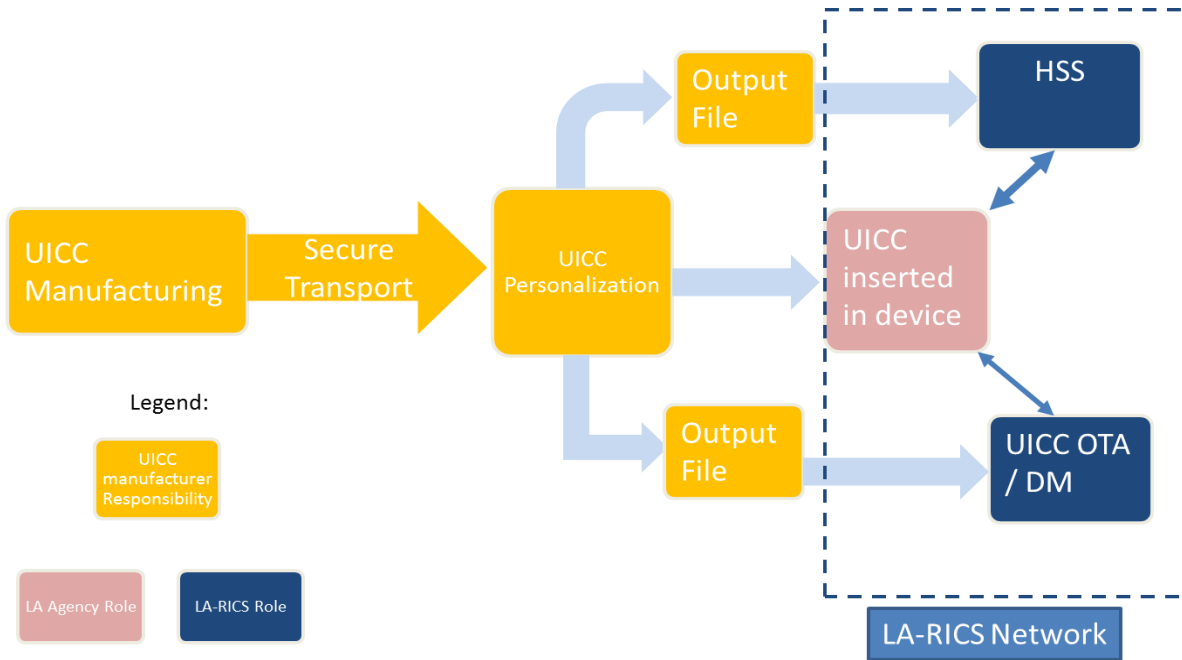
CATEGORY 8 – UICC

Reference No.	UICC Requirements	Device Mandatory Minimum Qualifications (X = Yes)
Manufacturing and Ordering		
8.1	The Contractor shall provide Pre-order support for LA-RICS in defining file templates for UICC personalization along with agreed upon inventory card labeling with ICCID and SKU.	X
8.2	The Contractor shall provide a working UICC sample for LA-RICS acceptance.	X
8.3	The Contractor will provide order management system or method from LA-RICS for quantities of standalone UICCs.	X
8.4	Contractor shall support standard low volume orders, such as a minimum quantity of one hundred (100) UICCs per order.	X
8.5	The Contractor shall provide a process for tracking and reporting LA-RICS orders, including orders based on individual UICC serial numbers.	X
8.6	The Contractor shall provide a detailed step by step ordering and delivery process.	
Special Requirements		
8.7	The Contractor shall provide UICC components which are compliant with specification: 3GPP TS 31.101 UICC-Terminal interface; Physical and logical characteristics.	X
8.8	The Contractor shall provide UICC components which are compliant with specification: 3GPP TS 31.102 Technical Specifications Group Terminal; Characteristics of the USIM application.	X
8.9	The Contractor shall provide UICC components which are compliant with specification: 3GPP TS 31.103 Characteristics of the IP Multimedia Services Identity Module (ISIM) Application.	X
8.10	The Contractor shall provide UICC components which are compliant with specification: 3GPP TS 31.111: USIM Application Toolkit (USAT).	X
8.11	The Contractor shall provide UICC components which are compliant with specification: 3GPP TS 31.116: Remote APDU Structure for USIM Toolkit Applications.	X
8.12	The Contractor shall provide UICC components which are compliant with specification: ETSI TS 102 221 Smart Cards UICC-Terminal Interface; Physical and Logical Characteristics.	X
8.13	The Contractor shall provide UICC components which are compliant with specification: ETSI TS 102 223 Smart cards; Card Application Toolkit (CAT).	X
8.14	The Contractor shall possess and maintain GSMA SAS (Security Accreditation Scheme) accreditation.	X
Security		
8.15	The Contractor shall generate, store, and transport secret information in a secure environment and use secured interfaces and file formats.	X
8.16	Proprietary and/or sensitive information, such as security and authentication keys, shall be generated and maintained in a facility which is operated within the United States.	X

Reference No.	UICC Requirements	Device Mandatory Minimum Qualifications (X = Yes)
Profile		
8.17	The Contractor shall create a UICC profile for the LA-RICS PSBN. The profile shall include application functions and file structures supported on the UICC. A preliminary profile is provided in Table 1 "Preliminary UICC attribute list".	X
8.18	The UICC profile shall include the USIM application.	X
8.19	The UICC profile shall include the ISIM application to support future IMS network access support.	X
8.20	The UICC profile shall support Remote File and Application Management.	X
Form Factor		
8.21	The Contractor shall provide UICC components compliant with the 2FF (Mini) plug-in form factor.	X
8.22	The Contractor shall provide UICC components compliant with the 3FF (Micro) plug-in form factor.	X
8.23	The Contractor shall provide UICC components which operate across the following temperature ranges: 2FF: -40 °C to +105 °C 3FF: -25 °C to +85 °C	X
8.24	The UICC shall support IMEI locking. IMEI locking is the ability to lock the SIM card to a specific UE.	X
8.25	Each UICC shall have a unique identifier, such as a serial number. The identifier shall be printed on the card and have a corresponding bar code.	X
8.26	The Contractor shall provide UICC components which are compatible with a variety of commercial mobile operating systems, such as Windows Mobile, Linux, and Android, etc.	X
8.27	The Contractor shall specify a minimum and recommended memory in the UICC card. At a minimum two different configurations shall be provided to cater to data devices and Smartphone classes of devices.	X
8.28	Supply voltage range shall support all 3 classes of voltage range from 1.8v to 5v.	X
Applications		
8.29	UICC Contractor shall provide specifications for the programming cycles, programming time and data retention time for variety of UICC SIM products offered.	X
8.30	The Contractor shall provide a list of supported applications and applets for their UICCs.	X
Provisioning		
8.31	The Contractor shall generate Subscriber provisioning files for LA-RICS.	X
8.32	The Contractor shall support a Subscriber provisioning file format which is compatible with the LA-RICS subscriber provisioning system.	X
8.33	The Contractor's Subscriber provisioning files shall be transmitted to LARICS using secured interfaces and encrypted formats.	X
8.34	The Contractor shall provide a secure process for entry of UICC output file with keys, etc. (i.e. K _i) into LA-RICS HSS. See Figure 1.	X
8.35	The Contractor shall provide certification of compatibility and operability with LA-RICS User Devices and the LA-RICS network.	X

Reference No.	UICC Requirements	Device Mandatory Minimum Qualifications (X = Yes)
Certification		
8.36	The Contractor will provide GSMS SAS-certified manufacturing and personalization of ordered UICCs, based upon LA-RICS personalization template and customer order entry information.	X
End State		
8.37	The end state is a provisioned LTE network and functional UE. Refer to Figure 1 for the conceptual process and Table 2 for SOW timeline.	

FIGURE 1:



1

TABLE 1:

Field	Value	Notes
MCC	313	
MNC	100	
MSIN	{454850000 – 454899999}	Sub-range to be provided at time of order
Operator name	“LA-RICS”	Arbitrary string no longer than 10 characters.
Operator key (OP_key)	TBD	Loaded into HSS and UICC. Exact value under
K _i Key	<i>Private, created during UICC process</i>	Shared private key created during UICC manufacturing process. Resides in both HSS and UICC. Secure process required by vendor
Special Access Control Class	<ul style="list-style-type: none"> • All First Responder UICCs will be programmed with AC = 14 and 13 and 12 and [0-9]. • [0-9] is randomly assigned, as is customary today with consumer UICCs. • Local PS policy will determine if the AC is different for secondary responders. 	Emergency services Access Class.
PIN / PUK	4-digits / 8-digits	Personal Identification Number (PIN) and PIN Unlocking Key (PUK) Value
Device Manager APN	mgmt.losangco.ca.apn.epc. mnc100.mcc313.3gppnetwork.org	
Local APN	publicsafety.losang.ca.apn.epc. mnc100.mcc313.3gppnetwork.org	
Diameter Realm	losangco.ca.epc.	
Form Factors	{2FF, 3FF}	Derived from device specified.

TABLE 2 – SOW:

No.	Deliverable	Date
1	Vendor UICC Specification Document	2 weeks from start date
2	<ul style="list-style-type: none"> • Pre-order support with LA-RICS: • UICC personalization template • Inventory plan: UICC marking plan with ICCID and SKU • Working UICC sample for LA-RICS acceptance tests 	4 weeks from start date
3	UICC working samples	6 weeks from start date
4	Order management and delivery process with LA-RICS for quantities of standalone UICCs.	6 weeks from start date
5	Secure process for entry of UICC output file with keys, etc. (i.e. Ki) into LA-RICS HSS.	8 weeks from start date
6	Secure process for entry of UICC output file into UICC OTA device management system.	8 weeks from start date
7	Certification Test Plan and Execution	8 weeks from start date
8	Commence Production	12 weeks from start date

PSBN DEVICE CATEGORIES

CATEGORY 9 – ROUTERS

Description	Device Form Factor	Use
Router with multiple modems, including at least Band Class 14, and additional options such as Ethernet, USB and Wi-Fi connectivity.	<ul style="list-style-type: none"> • Typical: 5.5 x 6.0 x 1.9 inches. Or other sizes to meet specific use cases • Mountable • External ports for Ethernet connectivity 	<p>Provide wired or wireless data session connectivity.</p> <p>Primary use is for internal first responder systems and applications to access the B14 LTE system or secondary LTE carrier Example of usage: Connect surveillance cameras, connect public safety offices to Band 14, and connect sensor networks or other machine to machine (M2M) configurations.</p>

Reference No.	Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)
LTE RF Elements		
1.1	Device must support Band Class 14 (BC14_UE).	X
1.2	Device is a Power Class 3 UE.	X
1.3	BC14_UE is a 3GPP Category 3 or 4 device.	
1.4	BC14_UE has external antenna ports to allow for vehicle rooftop mounting of antenna for all functions – MIMO LTE, Wi-Fi and GPS.	
1.5a	Device simultaneously supports B14 and one commercial wireless carrier operations.	
1.5b	Device can simultaneously support two commercial carriers. Identify each carrier supported.	
1.6	Device can simultaneously support B14 and two or more commercial wireless carrier operations (desired). Identify each carrier supported.	
1.7	Device is supplied with Antenna Kit, cables, and other associated parts to complete installation of the device in a vehicle: motorcycle, car, SUV or truck as specified by agency.	X

Reference No.	Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)
UE Characteristics		
1.8	LTE modem(s) can be installed in the device in the field without voiding its warranty	
1.9	UICC(s) can be installed in the device in the field without voiding its warranty	X
1.10	There is a unique UICC for each mobile service provider (LTE band) supported in the device.	
1.11	Device supports interworking with the USIM/USAT applications in the UICC per 3GPP 31.101, 31.102 and 31.111.	X
1.12	Device is fully compliant with all FCC Technical Advisory Board minimum requirements. Ref: http://apps.fcc.gov/ecfs/document/view?id=7021919873	X
1.13	Device meets operational conditions of ambient temperature of 0 to 130 degrees Fahrenheit under MIL SPEC 810G. Test data or certification must be on record with the LA-RICS Authority.	X
1.14	Device meets operational ambient conditions of temperature of -22 to 140 degrees Fahrenheit or better. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	
1.15	Device operational ambient temperature of -22 to 170 degrees Fahrenheit or better is desired. Test certification must be on record with the LA-RICS Authority.	
1.16	Device must pass shock resistant to 90 cm drop on any of six sides under MIL SPEC 810. Test data or certification must be on record with the LA-RICS Authority.	
1.17	Device has at least one Ethernet RJ-45 port (10/100/1000).	X
1.18	Device has two or more Ethernet RJ-45 ports (10/100/1000).	
1.19	Device has one or more USB 2.0 ports.	
1.20	Device has one or more USB 3.0 ports.	
1.21	Device supports an OBD- II interface.	
1.22	Device supports HDOBD interface.	
1.23	Device must meet IEC 60529 or equivalent for intrusion protection (IP) of IP54 or better without the use of a third party enclosure. IEC test data or certification must be on record with the LA-RICS Authority.	
1.24	Device must meet IEC 60529 or equivalent for IP66 or better without the use of a third-party enclosure. IEC test data or certification must be on record with the LA-RICS Authority	
1.25	Installation kit, mounting hardware and instructions required to maintain UL and other applicable safety certification(s).	
1.26	Power accessories: All necessary parts including, but not limited to connectors and harnesses to power the vendor's router via a nominal 10 - 30 VDC power source (e.g. vehicle battery).	X
1.27	Antenna provided for LTE operations across all supported bands with 3G fallback, 15 ft (or similar) antenna cabling with connectors.	
1.28	GPS antenna available (specify connector)	

Reference No.	Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)
1.29	Wi-Fi antenna available (specify connector)	
1.30	7-foot Ethernet cable available as an option or procured separately	
1.31	Connector accessory: A locking mechanism for connectors to solidly fasten USB to device.	
1.32	Warranty and any offerings for extended warranties for the device must be on record with the LA-RICS Authority.	X
1.33	Provide installation documentation.	
Motorcycle Specific UE Requirements		
1.34	Device is certified vibration resistant for motorcycle transportation model using MIL STD-810G, or equivalent. Test certification must be on record with the LA-RICS Authority.	
1.35	Device has a small profile suitable for mounting on a motorcycle.	
1.36	Device accessories necessary for mounting on a motorcycle including power cabling, antenna, and miscellaneous hardware.	
Wi-Fi and Bluetooth		
1.37	Device supports Wi-Fi station (STA) protocol IEEE 802.11b/g/n in the 2.4GHz band.	
1.38	Device supports Wi-Fi station (STA) protocol IEEE 802.11b/g/n with operations in both 2.4 and 5.8 GHz bands.	
1.39	UE supports Wi-Fi offload and may or may not support session persistence.	
1.40	EIRP of device exceeds 17 dBm with supported MIMO configuration	
1.41	EIRP of device exceeds 24 dBm with supported MIMO configuration	
1.42	The device supports Wi-Fi Access Point (STA) protocol IEEE 802.11a in the 4.9 GHz band.	
1.43	Device supports Wi-Fi station (AP) protocol IEEE 802.11b/g/n with operations in dual bands, 2.4 and 5.8 GHz.	
1.44	EIRP of device exceeds 17 dBm with supported MIMO configuration	
1.45	EIRP of device exceeds 24 dBm with supported MIMO configuration	
1.46	The device supports Wi-Fi Access Point (AP) protocol IEEE 802.11a in the 4.9 GHz band.	
1.47	The device may support Wi-Fi Station (STA) protocol IEEE 802.11a in the 4.9 GHz band.	
1.48	The device supports WPA2-Enterprise	
1.49	If the device has WPS capability, it must support disabling that feature.	X
1.50	The device supports at least one SSID.	
1.51	The device supports multiple SSIDs.	
1.52	The device is capable of non-broadcast or hidden SSIDs.	
1.53	The device supports Bluetooth 4.0 or higher.	
1.54	The device supports the IEEE 802.11s mesh networking amendment to the IEEE 802.11 specification.	
GPS		

Reference No.	Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)
1.55	The device supports autonomous (standalone) 3-channel, or higher GPS solution.	
1.56	The device supports autonomous (standalone) 3-channel, or higher GPS solution and at least one other satellite system (e.g. GLONASS).	
1.57	The device supports autonomous 12-channel, or higher GPS and GPS augmentation (WAAS).	
1.58	The device support autonomous GPS (USA GPS) and at least one other satellite system (e.g., Galileo, European GPS) and GPS augmentation.	
1.59	The GPS position is refreshed at a rate of 5 Hz or faster.	
1.60	The GPS position is refreshed rate of 1 Hz or faster.	
Device Management		
1.61	The device policies are settable via OMA-DM 1.2v (or higher) compliant managers.	
1.62	The device provisioning and management is available via vendor's proprietary Web-based management platform.	
Applications		
1.63	Device is compatible and tested with NetMotion's Locality software.	
1.64	An LTE performance application is supported by the device supplier	
1.65	Vendor supported Automatic Vehicular Location (AVL) device client. Management may be via OMA-DM 1.2v or Web based.	
UE Security		
1.66	The UE supports Advanced Authentication (AA) as defined by CJIS security policies. Ref: http://www.fbi.gov/about-us/cjis/RequirementsDocument.pdf	
1.67	The device is FIPS 140-2 security class level 1 certified by an accredited Cryptographic Module Testing laboratory. Test certification must be on record with the LA-RICS Authority.	
1.68	The device must meet FIPS 140-2 security class level 2 certified by an accredited Cryptographic Module Testing laboratory. Test certification must be on record with the LA-RICS Authority.	
Certification ^(Note 1,2)		
1.69	Device must be FCC Part 90 certified. Test certification must be on record with the LA-RICS Authority.	X
1.70	Device must be FCC Part 15 certified. Test certification must be on record with the LA-RICS Authority.	X
1.71	Device is PTCRB certified for Band 14 operations. Test certification must be on record with the LA-RICS Authority.	X
1.72	Device is certified for operation on the alternate carriers to be used in the operation of the device. Test certification must be on record with the LA-RICS Authority.	X

Reference No.	Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)
1.73	Device must be IOT certified with Ericsson RAN. The IOT test plan will be consistent with published CTIA Certification Test Plans. The expectation is that the tests should be executed by a CTIA Authorized Test Lab. Specific test suites to be provided by LARICS. Normative Reference: http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans	X
1.74	Device must be interoperable with the Motorola/Mformation device management system. Test cases will be consistent with Interoperability test cases in the OMA document: "Enabler Test Specification for Device Management", Jan 2008 Normative reference: http://technical.openmobilealliance.org/Technical/Release_Program/docs/ETS/OMA-ETS-DM-V1_2-20110128-C.pdf	X
1.75	Device must be <i>conformance</i> tested on the LA-RICS network by the vendor under the observation and approval of LA-RICS personnel or its agents. The base conformance test plan will follow CTIA's, "Certification Program Test Plan", see link below. The detailed step-by-step IOT plan will be developed by the vendor, then reviewed and approved by LA-RICS. Normative Reference: http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0	X
1.76	Device must be <i>acceptance</i> tested by LA-RICS. Test plan may be based upon all processes from device ordering through drive tests on the LA-RICS network. The purpose of the tests is to operationalize the device and ensure a good quality user experience.	X

Note:

- 1.) As part of LA-RICS acceptance testing (post-PTCRB certification) should test with included antenna(s) supplied with device as applicable.
- 2.) If a certified mPCI modem is utilized within the device, then the modem certification will carry over to the next higher assembly.

PSBN DEVICE CATEGORIES

CATEGORY 10 – LTE LMR RADIOS

Description	Device Form Factor	Use
LTE LMR Radio that operates on Band Class 14 as well as at least one other carriers networks.	<ul style="list-style-type: none"> • Typical: 5.55 x 2.97 x 0.53 inches • Minimum 4.7 inch touch screen. • Ports for Audio headphones • Controls for volume, power, etc. • Hardened Case and screen • Speakerphone capability 	Handheld LTE LMR Radio with Band14 capability for data and non-mission critical voice services. <ul style="list-style-type: none"> • Hardened for rugged use

Reference No.	LTE LMR Requirements	Device Mandatory Minimum Qualifications (X = Yes)
LTE RF Elements		
3.0	Device must support Band Class 14 (BC14_UE).	X
3.1	Device is a Power Class 3 UE.	X
3.2	BC14_UE is a 3GPP Category 3 or 4 device.	
3.3	BC14_UE has external antenna ports to allow for vehicle rooftop mounting of antenna for all functions – MIMO LTE, Wi-Fi and GPS	
3.4	Device supports B14 and one commercial wireless carrier operations as an alternate when B14 is not available	X
3.5a	Device can support B14 and two or more commercial wireless carrier operations as alternates when B14 is not available (desired). Identify each carrier supported.	
3.5b	Device can simultaneously support two commercial wireless carriers. Identify each carrier supported.	
3.6	Device accessories: Device is supplied with docking station, Antenna Kit, cables, and other associated parts to complete installation of the device in a vehicle: motorcycle, car, SUV or truck as specified by agency.	
UE Characteristics		
3.7	UICC(s) can be installed in the device in the field without voiding its warranty	X
3.8	There is a unique UICC for each mobile service provider (LTE band) supported in the device.	
3.9	The device should be able to support virtual SIMs (multiple profiles) on a single UICC slot.	

Reference No.	LTE LMR Requirements	Device Mandatory Minimum Qualifications (X = Yes)
3.10	Device supports interworking with the USIM/USAT applications in the UICC per 3GPP 31.101, 31.102 and 31.111.	X
3.11	Device is fully compliant with all applicable FCC Technical Advisory Board minimum requirements. Ref: http://apps.fcc.gov/ecfs/document/view?id=7021919873	X
3.12	Device meets operational conditions of ambient temperature of 0 to 130 degrees Fahrenheit. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	X
3.13	Device meets operational ambient conditions of temperature of -22 to 140 degrees Fahrenheit or better. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	
3.14	Device must pass MIL SPEC 810 G test for shock resistant to 90 cm drop on any of six sides. Test certification must be on record with the LA-RICS Authority.	X
3.15	Device must be certified vibration resistant for light truck transportation model using MIL STD-810G, or equivalent. Test certification must be on record with the LA-RICS Authority.	
3.16	Device has one or more Micro-USB, USB 2.0, or USB 3.0 connector.	
3.17	Device must be certified IEC 60529 for intrusion protection (IP) of IP54 or better without the use of a third party enclosure. IEC test certification must be on record with the LA-RICS Authority.	
3.18	Device must be certified IEC 60529 for IP66 or better without the use of a third-party enclosure. IEC test certification must be on record with the LA-RICS Authority.	
3.19	Power accessories: All necessary parts for powering device including AC/DC power adapter brick and cord for 100-240 VAC, 50-60Hz power source. Specify your minimum and maximum battery life during idle and working conditions and recharging time.	X
3.20	Power accessories: additional replaceable battery and battery charger.	
3.21	Identify and recommend accessories that work with and support of the unit such as <ol style="list-style-type: none"> 1.) Micro USB cable 2.) Wired head phones 3.) Bluetooth head phones 4.) Vehicle charger 5.) Vehicle cradle 6.) External cases 7.) Screen covers 8.) Holster LTE LMR Radio holder 9.) External port extender cradle to enable connection to external antenna 10.) External antenna 11.) Installation kit 	

Reference No.	LTE LMR Requirements	Device Mandatory Minimum Qualifications (X = Yes)
3.22	Warranty and any offerings for extended warranties for the device must be on record with the LA-RICS Authority.	
3.23	Identify the processor and memory configuration (and options) used in the device. LA-RICS would prefer to internal memory storage at least 32GB that is expandable up to 128GB.	
3.24	Identify the current OS (operating system) used with the LTE LMR Radio device. LA-RICS recommends that the LTE LMR Radio device support the current OS and be software upgradable to the next OS.	
Wi-Fi and Bluetooth		
3.25	Device supports Wi-Fi station (STA) protocol IEEE 802.11b/g/n in the 2.4GHz band.	
3.26	Device supports Wi-Fi station (STA) protocol IEEE 802.11b/g/n with operations in both 2.4 and 5.8 GHz bands.	
3.27	Device supports Wi-Fi offload and may or may not support session persistence.	
3.28	EIRP of device exceeds 17 dBm with supported MIMO configuration	
3.29	EIRP of device exceeds 24 dBm with supported MIMO configuration	
3.30	The device supports Wi-Fi Access Point (STA) protocol IEEE 802.11a in the 4.9 GHz band.	
3.31	Device supports Wi-Fi station (AP) protocol IEEE 802.11b/g/n with operations in dual bands, 2.4 and 5.8 GHz.	
3.32	EIRP of device exceeds 17 dBm with supported MIMO configuration	
3.33	EIRP of device exceeds 24 dBm with supported MIMO configuration	
3.34	The device supports Wi-Fi Access Point (AP) protocol IEEE 802.11a in the 4.9 GHz band.	
3.35	The device may support Wi-Fi Station (STA) protocol IEEE 802.11a in the 4.9 GHz band.	
3.36	The device supports WPA2-Enterprise	
3.37	If the device has WPS capability, it must support disabling that feature.	X
3.38	The device supports at least one SSID	
3.39	The device supports multiple SSIDs	
3.40	The device is capable of non-broadcast or hidden SSIDs.	
3.41	The device supports Bluetooth 4.0 or higher.	
GPS		
3.42	The device supports autonomous (standalone) 3-channel, or higher GPS solution.	
3.43	The device supports autonomous (standalone) 3-channel, or higher GPS solution and at least one other satellite system (e.g. GLONASS).	X
3.44	The device supports autonomous 12-channel, or higher GPS and GPS augmentation (WAAS).	
3.45	The device support autonomous GPS (USA GPS) and at least one other satellite system (e.g., Galileo, European GPS) and GPS augmentation	

Reference No.	LTE LMR Requirements	Device Mandatory Minimum Qualifications (X = Yes)
3.46	The GPS position is refreshed at a rate of 5 Hz or faster. High sampling rate required for high-speed vehicles.	
3.47	The GPS position is refreshed rate of 1 Hz or faster.	
Device Management		
3.48	The device policies are settable via OMA-DM 1.2v (or higher) compliant managers.	
3.49	Device supports LA-RICS certified extensions to the OMA DM Management Information Bases (MIBs).	
3.50	The device provisioning may be settable via vendor's proprietary Web-based management.	
Applications		
3.51	Device is compatible and tested with NetMotion's Locality software.	
3.52	An LTE performance application is supported by the device supplier	
3.53	Vendor supported push-to-talk (PTT) device client is managed by OMA-DM 1.2v compliant server.	
3.54	Vendor supported Automatic Vehicular Location (AVL) device client. Management may be via OMA-DM 1.2v, or Web based.	
3.55	Vendor supported weather client.	
3.56	Vendor supported Internet Browser.	
3.57	Circuit switched voice or VoLTE.	
3.58	Vendor supported VoIP application (SIP based).	
3.59	Vendor supported Messaging (SMS and MMS).	
3.60	Vendor supported CMAS client.	
3.61	Vendor supported email client.	
UE Security		
3.62	The device utilizes a trusted boot.	
3.63	The device utilizes a hardware root of trust and trusted boot.	
3.64	The device utilizes a hardware root of trust and trusted boot, and attestation	
3.65	The UE supports Advanced Authentication (AA) as defined by CJIS security policies. Ref: http://www.fbi.gov/about-us/cjis/RequirementsDocument.pdf	
3.66	The device is FIPS 140-2 security class level 1 certified by an accredited Cryptographic Module Testing laboratory. Test certification must be on record with the LA-RICS Authority.	
3.67	The device must meet FIPS 140-2 security class level 2 certified by an accredited Cryptographic Module Testing laboratory. Test certification must be on record with the LA-RICS Authority.	
UI Interface		
3.68	Device includes an integral speaker(s) that is louder than customary in consumer devices. Describe the Decibels of your handset	X
3.69	Device uses noise cancellation technology.	X

Reference No.	LTE LMR Requirements	Device Mandatory Minimum Qualifications (X = Yes)
3.70	User interface (UI) display is designed for outdoor use with brighter screen than found on consumer devices.	X
3.71	Device touchscreen operates successfully with gloves on.	
Certification		
3.72	Device must be FCC Part 90 certified. Test certification must be on record with the LA-RICS Authority.	X
3.73	Device must be FCC Part 15 certified. Test certification must be on record with the LA-RICS Authority.	X
3.74	Device is PTCRB certified for Band 14 operations. Test certification must be on record with the LA-RICS Authority.	X
3.75	Device is certified for operation on the alternate carriers to be used in the operation of the device. Test certification must be on record with the LA-RICS Authority.	
3.76	Device must be IOT certified with Ericsson RAN. The IOT test plan will be consistent with published CTIA Certification Test Plans. The expectation is that the tests should be executed by a CTIA Authorized Test Lab. Specific test suites to be provided by LARICS. Normative Reference: http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans	X
3.77	Device must be interoperable with the device management system. Test cases will be consistent with Interoperability test cases in the OMA document: “Enabler Test Specification for Device Management”, Jan 2008 Normative reference: http://technical.openmobilealliance.org/Technical/Release_Program/docs/ETS/OMA-ETS-DM-V1_2-20110128-C.pdf	X
3.78	Device must be <i>conformance</i> tested on the LA-RICS network by the vendor under the observation and approval of LA-RICS personnel or its agents. The base conformance test plan will follow CTIA’s, “Certification Program Test Plan”, see link below. The detailed step-by-step IOT plan will be developed by the vendor, then reviewed and approved by LA-RICS. Normative Reference: http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0	X
3.79	Device must be <i>acceptance</i> tested by LA-RICS. Test plan may be based upon all processes from device ordering through drive tests on the LA-RICS network. The purpose of the tests is to operationalize the device and ensure a good quality user experience.	X

SAMPLE REQUEST FOR BID

Request for Bid Title

Date Released: Month, Date, Year

Request for Bid No.: XXXXXXXX

Device Category No. & Title: Device Category No. XX – XXXXXXXXXXXXXXXX

No. of Devices Requested: XXX

Requesting Agency: XXXXXXXX

Requesting Agency Special Requirements: Please refer to Section 2.0 (Required Work) for specific Agency requirements, if any.

Paying Agency: XXXXXXXX

Questions Due By: Month, Date, Year

Bid Due Date: Month, Date, Year

Bid Delivery Method: Email, physical delivery, etc.

Pricing Basis: Per device basis, quantity/volume basis, volume discount basis, or another purchase method.

Maximum Funds Available for this Work Order (\$): \$XX.XX

Grant Funded: Identify Grant to be used for this RFB, if applicable

Work Order Deadline: Month, Date, Year
(Devices purchased, delivered, installed, etc.)

Installation: As applicable

Miscellaneous: Other information, as applicable.

1.0 AUTHORITY CONTACT

- 1.1 All contact regarding this Request for Bid (RFB), including questions, or any matter relating to this RFB shall be directed to the assigned Contract Analyst, Mr./Ms. XXX at xxx.xxx@la-rics.org or at (XXX) XXX-XXXX.
- 1.2 If it is discovered that a Qualified Contractor contacted and received information from any Authority personnel, other than the person specified above, regarding this RFB, the Authority, in its sole determination, may disqualify the Qualified Contractor's response to this RFB from further consideration.

2.0 REQUIRED WORK

(A comprehensive description of work for each purchase to be included in resultant Requests for Bid)

- 2.1 **Objective**
- 2.2 **Background (if applicable)**
- 2.3 **Description of Devices/Work/Duties/Tasks/Deliverables (as applicable)**
- 2.4 **Quantity of Devices Required**
- 2.5 **Special Agency Requirements (if applicable)**
- 2.6 **Interoperability with Other Commercial Carriers (if applicable)**
- 2.7 **Device Warranty (if applicable)**
- 2.8 **Device Maintenance (if applicable)**
- 2.9 **Device Installation Requirements (if applicable)**
- 2.10 **Work Order Deadline for Device Procurement, Delivery, Installation, etc.**
- 2.11 **Work Order Administration (if applicable)**
- 2.12 **Other Information (if applicable)**

3.0 BID/PROPOSAL SUBMISSION

Qualified Contractor's interested in responding to this RFB shall comply with all of the requirements set forth herein. Failure to do so may result in Qualified Contractor being disqualified from further consideration for this RFB in the Authority's sole discretion.

- 3.1 Pursuant to Paragraph 3.1 (Request for Bids and Award Process) of the Master Agreement and in accordance with this RFB, interested Qualified Contractor's shall submit the following:
 - a. A bid/proposal that demonstrates that the Qualified Contractor can meet the requirements of Section 2.0 (Required Work) and this RFB.
 - b. Submit the cost information for the quantity of devices and/or services being procured pursuant this RFB (e.g. per device basis, quantity/volume basis, volume discount basis, or any other purchase method set forth in this RFB) as further described in Section 2.0 (Required Work).

- c. A written affirmation and/or demonstrated proof of meeting any other qualifying information pursuant to Section 2.0 (Required Work) (e.g. maintenance services, and any other distinct agency requirements, if any, etc.).
 - d. A written affirmation that Qualified Contractor can meet the Work Order Deadline set forth in this RFB by which all devices must be purchased, delivered, installed, if applicable, and/or can complete or perform the services, tasks, deliverables, or other work as further described in Section 2.0 (Required Work).
 - e. Provide any other additional information that may be requested in this RFB.
 - f. Submit the bid/proposal in electronic format (e.g. PDF, Word, Excel, etc.).
- 3.2 Bids/proposals shall be submitted via the Bid Delivery Method to the Contract Analyst described in Section 1.0 (Authority Contact) by the Bid Submission Deadline, all set forth in this RFB. It is the sole responsibility of Qualified Contractor to ensure that its bid/proposal is received by the Authority Contact by the Bid Submission Deadline. If the bid/proposal is a physical delivery method, then Contractor shall submit two (2) physical copies of the bid/proposal to the following address:

Los Angeles Regional Interoperable Communications System
Attn: Contracts Section
2525 Corporate Place, Suite 100
Monterey Park, CA 91754

- 3.4 In the event that the bid/proposal delivery method is a physical delivery and not by way of email, it is the sole responsibility of Qualified Contractor to ensure that its bid/proposal is received by the Authority Contact by the Bid Submission Deadline. The Authority is not responsible for any delays associated with any delivery services, including but not limited to the United States Postal Service. Any bid/proposal received after the Bid Submission Deadline will be disqualified from further consideration and the unopened bid/proposal will be returned back to the Qualified Contractor. Bids/proposals that are emailed or faxed will not be accepted and will be disqualified from further consideration.

4.0 EVALUATION AND AWARD PROCESS

Pursuant to Paragraph 3.1 (Request for Bids and Award Process) of the Master Agreement and in accordance with this RFB, the evaluation and award process is set forth in this Section 4.0.

- 4.1 In response to this RFB, the Qualified Contractor with the overall lowest cost bid that meet the requirements of the this RFB, including special Agency requirements, if any, will be awarded the Work Order.
- 4.2 In the future, the Authority, in its sole discretion, may utilize other evaluation methodologies that take factors other than cost into consideration and are in the overall best interest of the Authority. If an evaluation methodology other than lowest cost is utilized, it will be explicitly indicated in the RFB. **Please note that this Section 4.0 will be customized for each RFB according to the evaluation methodology contemplated.**
- 4.3 If awarded a Work Order, the Qualified Contractor must be readily available to immediately proceed with the work specified in this RFB in order to meet the Work Order Deadline(s) for purchase, delivery, and installation, if applicable, of devices and fully complete and perform all tasks, deliverables, services and other work, as applicable, as set forth in Section 2.0 (Required Work).
- 4.4 The Authority estimates that the selection of a Qualified Contractor shall occur within five (5) business days of completion of the evaluations of the particular Work Order bids, however, this is subject to change in the Authority's sole discretion.

5.0 DISQUALIFICATION

Qualified Contractor's may be disqualified from further consideration from being awarded a Work Order in response to this RFB for the reasons set forth in this Section 5.0.

- 5.1 Failure to submit the bid/proposal by the Bid Delivery Method to the Authority Contact by the Bid Submission Deadline may result in immediate disqualification of the Qualified Contractor from further consideration for this Work Order.
- 5.2 Inability of the Qualified Contractor to comply with such purchase, delivery, and installation date(s) may be cause for disqualification of the Qualified Contractor from the Work Order as determined by the MAPD, in his or her sole discretion.
- 5.3 If the RFB requires, as part of the RFB response, Qualified Contractors to submit multiple quotations, and the bid/proposal does not provide a cost for all requested items, the bid/proposal may be disqualified from further consideration in the Authority's sole discretion.
- 5.4 Errors performed by Qualified Contractor regarding the submission of their bid such as, but not limited to, administrative errors, failure to respond to special Agency requirements, failure to calculate total costs correctly, etc., may be cause for disqualification from further consideration as determined by the MAPD, in his or her sole discretion.

- 5.5 The Authority, in its sole discretion, may elect to waive any error, informality, or any disparity in Qualified Contractors response to this RFB, if in as a whole, the RFB response substantially complies with the requirements of the RFB and Section 2.0 (Required Work).
- 5.6 The Authority reserves the right, in its sole discretion, to cancel this RFB at any point in the solicitation process. At no time will Qualified Contractors be reimbursed for any cost associated with its participation in a canceled Request for Bid.

6.0 ADDITIONAL PROVISIONS SPECIFIC TO THIS REQUEST FOR BID

(This section will be customized to include specific provisions to resultant Requests for Bids)

6.1 No Collusion

Contractor certifies that (a) its response to this RFB is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; (b) its response to this RFB is genuine and not collusive or a sham; (c) the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham response to this RFB, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Contractor or anyone else to put in a sham RFB response or to cause anyone to refrain from proposing; (d) the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the RFB price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the RFB price, or that of any other Contractor, or to secure any advantage against the Authority for anyone interested in the resultant Work Order; and (e) the Contractor has not, directly or indirectly, submitted its RFB price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depositor, or to any member or agent thereof to effectuate a collusion or sham RFB response.

6.2 Grant Funding Requirements

In the event that grant funds are used to purchase devices set forth in this RFB, Contractor shall adhere to Paragraph 10.0 (Grant Funding Requirements) of the Master Agreement.

6.3 Confidentiality

Pursuant to Sub-Paragraph 7.6 (Confidentiality) of the Master Agreement, if needed and required by the Authority in its sole discretion, Contractor shall cause each employee performing services covered by the Master Agreement to sign and

adhere to the provisions of the Contractor Employee Acknowledgement and Confidentiality Agreement also contained in Exhibit J to the Master Agreement.

6.4 **Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability Accountability Act (HIPPA) of 1996 and the Health Information Action (HITECH)**

If needed and required by the Authority for particular device purchases, in its sole discretion, Contractor shall adhere to the HIPPA and HITECH provisions, which will be attached to RFBs that require such provisions.

* * *



Sample Master Agreement Between

**Los Angeles Regional Interoperable
Communications System Authority**

and

(Contractor)

for

Public Safety Broadband Network Devices

Agreement No.

Revised June 26, 2017

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
PUBLIC SAFETY BROADBAND NETWORK DEVICES**

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**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
PUBLIC SAFETY BROADBAND NETWORK DEVICES**

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**SAMPLE MASTER AGREEMENT
BETWEEN
THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AND
(CONTRACTOR)
FOR
PUBLIC SAFETY BROADBAND NETWORK DEVICES**

This Master Agreement, including all Exhibits, are made and entered into this ___ day of _____, 2015 by and between the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority, hereinafter referred to as the "Authority" and _____, hereinafter referred to as "Contractor", to provide Public Safety Broadband Network (PSBN) devices.

RECITALS

WHEREAS, the Authority may contract with private businesses for the purchase of devices for use on the Authority's Public Safety Broadband Network (PSBN) when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing devices that can be utilized on the PSBN; and

WHEREAS, this Master Agreement is authorized by the Board of Directors for the Authority; and

WHEREAS, the Board of Directors for the Authority has authorized the Executive Director of the Authority to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, and Contractor's Statement of Qualifications (SOQ) are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

- 1.1 **EXHIBIT A** – PSBN Device Categories
- 1.2 **EXHIBIT B** – Sample Request for Bid
- 1.3 **EXHIBIT C** – Sample Work Order

1.3.1 **Attachment to the Sample Work Order:**

- **Attachment 1:** Certification of No Conflict of Interest

- 1.4 **EXHIBIT D** – Grant Funding Requirements
- 1.5 **EXHIBIT E** – Spectrum Manager Lease Agreement
- 1.6 **EXHIBIT F** – Authority's Administration
- 1.7 **EXHIBIT G** – Contractor's Administration
- 1.8 **EXHIBIT H** – Contractor's EEO Certification
- 1.9 **EXHIBIT I** – Jury Service Ordinance
- 1.10 **EXHIBIT J** – Contractor's Acknowledgement and Confidentiality Agreement and Contractor Employee Acknowledgement and Confidentiality Agreement (as needed and required by the Authority)
- 1.11 **EXHIBIT K** – Safely Surrendered Baby Law
- 1.12 **EXHIBIT L** – IRS Notice 1015
- 1.13 **EXHIBIT M** – Detailed Property Tax Reduction Program
- 1.14 **Executed Work Order(s)** – Incorporated herein by this reference.

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to Paragraph 8.0 (Amendments) and signed by both parties.

2.0 DEFINITIONS

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

- 2.1 **Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Authority and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.

- 2.2 **Authority:** The Los Angeles Regional Interoperable Communications System Authority, a Joint Powers Authority established under California Government Code Section 6500, et. seq.
- 2.3 **Authority Board:** The Authority's Board of Directors.
- 2.4 **Authority Board Chair:** The person then-serving as the Chair of the Authority.
- 2.5 **Authority Master Agreement Program Director (MAPD):** The individual designated by the Executive Director whose authority and responsibilities are set forth in Paragraph 6.2 (Authority Master Agreement Program Director). Refer to Exhibit F (Authority's Administration) for the designated MAPD.
- 2.6 **Authority's Work Order Project Manager:** The individual designated as chief contract person whose responsibilities are set forth in Paragraph 6.3 (Authority's Work Order Project Manager) responsible for coordinating and monitoring the Work Orders. Refer to Exhibit F (Authority's Administration) for the designated Authority Work Order Project Manager(s).
- 2.7 **BTOP Grant:** The Broadband Technology Opportunities Program grant awarded to the Authority by NTIA.
- 2.8 **Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award pursuant to Paragraph 7.1 (Contractor's Project Manager). Refer to Exhibit G (Contractor's Administration) for designated Contractor Project Manager(s).
- 2.9 **County:** The County of Los Angeles, California.
- 2.10 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.11 **Executive Director:** The person then-serving as the Executive Director of the Authority.
- 2.12 **FirstNet:** The First Responder Network Authority, an independent authority within the NTIA. FirstNet was created by the Tax Relief Act and includes, without limitation, FirstNet's Board of Directors, officers, employees, and agents, as well as any successor agencies.
- 2.13 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.14 **Funding Resource:** Any of the grants, programs, measures, initiatives or other federal, state or local funding resources used to fund any part of the Master Agreement, including any associated Work Order, or any Authority activity in connection with this Master Agreement at any time during the term of the Master Agreement.

- 2.15 **Grant Funding Requirements:** Shall mean the federal, state and local laws, rules, regulations, ordinances, guidelines, directives, policies, procedures, and requirements imposed by any Funding Resource, including but not limited to those identified in Exhibit D (Grant Funding Requirements), as such currently exist and may change from time to time during the term of the Master Agreement.
- 2.16 **Long Term Evolution or LTE:** The Long Term Evolution standard for broadband developed by the Third Generation Partnership Project (3GPP).
- 2.17 **Master Agreement:** The Authority's standard agreement executed between the Authority and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders. **The execution of a Master Agreement does not guarantee a Qualified Contractor any minimum amount of device purchases or business.**
- 2.18 **NTIA:** The Department of Commerce, National Telecommunications and Information Administration.
- 2.19 **Permitted Purchasers:** The Authority's Member agencies, subscribers and affiliates, as well as other user agencies of the PSBN, and Federal and State agencies associated with or participating in the PSBN, and are interested in procuring PSBN devices.
- 2.20 **PSBN:** The Authority's Public Safety Broadband Network, which is also known as the LTE System.
- 2.21 **PSBN Device Categories:** The different device categories contemplated in this Master Agreement as further described in Exhibit A (PSBN Device Categories) that the Authority will be soliciting from Qualified Contractors during the term of the Master Agreement.
- 2.22 **Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to Authority's Request for Statement of Qualifications (RFSQ); has met the Minimum Qualifications set forth in the RFSQ, and has an executed Master Agreement with the Authority.
- 2.23 **Request for Bid (RFB):** Competitive solicitation containing the required work requirements, including quantity and device requirements, any applicable evaluation and selection criteria, if any, and any other relevant information necessary for Qualified Contractors to bid on a Work Order. The Request for Bid will be sent to the Qualified Contractors in the respective PSBN Device Categories. The Request for Bid may result in the award of a Work Order for the devices/services identified in the Request for Bid.
- 2.24 **Request For Statement of Qualifications (RFSQ):** An open and continuous solicitation based on establishing a pool of Qualified Contractors to provide devices through Master Agreements.

- 2.25 **Spectrum Manager Lease Agreement (SMLA):** The Spectrum Manager Lease Agreement dated as of July 1, 2013, between the Authority and FirstNet, attached to this Master Agreement as Exhibit E (Spectrum Manager Lease Agreement), as such agreement is amended from time to time.
- 2.26 **Statement of Qualifications (SOQ):** A vendor's written response and demonstration of meeting the specific minimum qualifications and certification/testing requirements for each device to qualify for each of the PSBN Device Categories that it applied for in response to the RFSQ.
- 2.27 **Total Maximum Amount:** The maximum monetary amount specified as payable to the Contractor on a particular Work Order.
- 2.28 **Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the procurement of devices, performance of tasks and/or provision of deliverables as described in a specification or as otherwise contained in the Work Order. Each Work Order shall result from bids, solicited by and tendered to Authority, by Qualified Contractors. Unless otherwise specified in the Request for Bids, the Authority shall select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. No work shall be performed by Contractors except in accordance with validly bid and executed Work Orders.

3.0 WORK

The Authority will competitively bid among the Qualified Contractors in specific PSBN Device Categories for the procurement of devices and related services (if any) needed by the Authority and Permitted Purchasers.

3.1 Request for Bids and Award Process

- 3.1.1 Authority procedures for issuing and executing Work Orders are as set forth in this Paragraph 3.0. Upon determination by the Authority to issue a Request for Bid, either on behalf of the Authority or its Permitted Purchasers, the Authority shall issue a Request for Bid containing required work requirements, including quantity and device requirements, to all Master Agreement Qualified Contractors in the respective PSBN Device Category(ies).
- 3.1.2 When issuing Request for Bids, the Authority may solicit bids or proposals for devices encompassed within one or more PSBN Device Categories set forth in Exhibit A (PSBN Device Categories). The Authority will issue a Request for Bids and award Work Orders in accordance with this Paragraph 3.0.
- 3.1.3 As this Master Agreement includes various device categories, only those resultant Contractors qualified for the specific PSBN Device Category that

the Authority or Permitted Purchasers require devices from, will be contacted to submit a bid in response to a Request for Bid.

- 3.1.4 In response to such Request for Bids, each interested Qualified Contractor so contacted shall submit a bid or proposal in accordance with the Request for Bid and demonstrate that it meets the additional requirements, if any, based on an agency's operational needs as specified in each Request for Bid, to the Authority within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for being awarded that particular Work Order.
- 3.1.5 Request for Bids, similar in form to Exhibit B (Sample Request for Bid), will include required work requirements, including quantity and device requirements, which will describe in detail the particular nature of the device procurement, delivery, installation, if any, maintenance services, etc., and any distinct agency requirements, if any, required for a Qualified Contractor to be selected to a Work Order. It is the sole responsibility of the Qualified Contractors to ensure that its device(s) meet the specific agency requirements, if any, set forth in the Request for Bid.
- 3.1.6 For Request for Bids, interested Qualified Contractors within the respective PSBN Device Category(ies) shall:
 - a. Submit the required documentation, collectively the bid or proposal, to the Authority by the Bid Submission Deadline set forth in the Request for Bid in the delivery method (e.g. electronic, hard copy, etc.) set forth in the Request for Bid.
 - b. Failure to submit the bid or proposal by the bid submission deadline, to the appropriate destination, utilizing the specified delivery method set forth in the Request for Bid may immediately disqualify the Contractor from further consideration for that particular Work Order.
 - c. Submit the cost information for the quantity of devices and/or services being procured pursuant to the Request for Bid (e.g. per device basis, quantity/volume basis, volume discount basis, or any other purchase method set forth in the Request for Bid).
 - d. Submit written affirmation and/or demonstrated proof of meeting any other qualifying information required by the Request for Bid (e.g. maintenance services, and any other distinct agency requirements, if any, etc.).
 - e. Submit written affirmation that Qualified Contractor can meet the deadline(s) by which all devices must be purchased, delivered, installed, if applicable, and/or can complete or perform the services, tasks, deliverables, or other work as set forth in the Request for Bid.

f. Provide any other additional information that may be requested in the Request for Bid.

3.1.7 The Authority shall award the Work Order with the lowest cost Qualified Contractor that meet the requirements of the Request for Bid, unless the Request for Bid specifies bid evaluation criteria other than lowest cost. The Authority, in its sole discretion, may utilize other evaluation methodologies that take factors other than cost into consideration are in the overall best interest of the Authority. If an evaluation methodology other than lowest cost is utilized, it will be explicitly indicated in the Request for Bid. It is understood by Contractor that the Authority's competitive bidding procedure may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors.

3.1.8 Upon completion of evaluations, successfully submitted bids/proposals meeting all of the requirements and evaluated in accordance with the Request for Bid will be awarded a Work Order in accordance with Paragraph 3.2 (Work Order Process).

3.1.9 The Authority estimates that the selection of any Contractor shall occur within five (5) business days of completion of the evaluations of the particular Work Order bids, however, this is subject to change in the Authority's sole discretion. Following selection, all Contractors selected must be available to meet the Authority's deadline for purchase, delivery, and installation, if applicable, of devices and fully complete and perform all tasks, deliverables, services and other work, as applicable, as set forth in the Work Order. Inability of Contractor to comply with such purchase, delivery, and installation date(s) may be cause for immediate disqualification of Contractor from the particular Work Order as determined by the MAPD, in his or her sole discretion.

3.1.10 In the event Contractor defaults three (3) times under Paragraph 3.1.9 within a given Authority fiscal year, then the Authority may terminate this Master Agreement pursuant to Paragraph 47.0 (Termination for Default).

3.1.11 The Authority reserves the right, in its sole discretion, to cancel a Request for Bid at any point in the solicitation process. At no time will Qualified Contractor be reimbursed for any cost associated with its participation in an open or canceled Request for Bid.

3.2 Work Order Process

3.2.1 Work Orders resulting from successfully solicited Request for Bids shall generally conform to Exhibit C (Sample Work Order) and shall include required work requirements, including quantity and device requirements, which will describe in detail the particular nature of the device procurement, delivery, installation, if any, maintenance services, etc., and

any distinct agency requirements, if any, and the work required for the performance thereof. Payment for all work shall be subject to the Total Maximum Amount specified on each individual Work Order.

- 3.2.2 Payment for all devices and work will be either on a per device basis, quantity/volume basis, or any other payment method set forth in the Work Order.
- 3.2.3 For Work Order(s) awarded to the Contractor under this Master Agreement, Contractor shall fully purchase, deliver, and install, if applicable, all devices, and shall fully complete and perform all tasks, deliverables, services and other work, on time pursuant to the provisions of this Master Agreement and in accordance with subsequent Work Order(s), as set forth herein.
- 3.2.4 If Contractor provides any device, task, deliverable, service, task, deliverable, or other work to the Authority that does not adhere to the Work Order, and/or that goes beyond the Work Order expiration date, if any, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Paragraph 8.4 (Amendments to Work Orders), these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against the Authority or its Permitted Purchasers.

3.3 PSBN Device Certifications/Test Results (Amended and Restated under Addendum C – April 2016)

In the event that Contractor's device(s) met the Minimum Qualifications for a particular PSBN Device Category(ies) but did not have the requisite Certifications/Tests pursuant to Exhibit A (PSBN Device Categories) at the time this Master Agreement was issued, Contractor shall meet **each** of the following requirements:

- 3.3.1 **(Amended and Restated under Addendum E – June 2017)** Contractor shall secure the requisite Certifications/Test Results for each device the Contractor is qualified for under this Master Agreement, pursuant to Exhibit A (PSBN Device Categories), by no later than June 15, 2019, or a date determined by FirstNet and/or the State of California, whichever occurs first.
- 3.3.2 **(Amended and Restated under Addendum E – June 2017)** Reserved.
- 3.3.3 Contractor shall be responsible at its sole cost, with providing the Authority with compliant PSBN Devices that pass certification, and will be responsible for making any changes needed to devices already deployed to meet certification, which may include but is not limited to,

field modification of any deployed devices, or a complete replacement of a device if needed.

- 3.3.4 Contractor shall be responsible for any harm the PSBN Devices cause to the PSBN System, and Contractor shall be responsible for all costs associated with restoring the PSBN System to a fully operational condition.
- 3.3.5 Contractor agrees that any and all costs associated with device Certifications/Test Results shall be borne solely of the Contractor.
- 3.3.6 **(Amended and Restated under Addendum E – June 2017)** Failure of Contractor to secure said Certification/Test Results by no later than June 15, 2019, or a date determined by FirstNet and/or the State of California, whichever occurs first, to bring its device(s) into compliance with the Minimum Qualifications pursuant to Exhibit A (PSBN Device Categories), may result in Contractor's Master Agreement being terminated in accordance with Paragraph 47.0 (Termination for Default) of this Master Agreement. Additionally, Contractor may be required to refund the Authority and/or Permitted Purchaser, as set forth in the Work Order, in full for the Total Maximum Amount of PSBN Devices purchased under a Work Order, within sixty (60) business days of notification from the Authority that Contractor's Master Agreement is being Terminated for Default in accordance with Paragraph 47.0 (Termination for Default) of this Master Agreement.

4.0 TERM OF MASTER AGREEMENT

- 4.1 **(Amended and Restated under Addendum E – June 2017)** This Master Agreement is effective upon the date of its execution by Authority's Executive Director as authorized by the Authority Board and shall expire on June 15, 2019 unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 **(Amended and Restated under Addendum E – June 2017)** The Authority shall have the sole option to extend the Master Agreement term of with one (1) one-year option period, that if exercised, shall expire June 15, 2020. Each such option and extension shall be exercised at the sole discretion of the Executive Director as authorized by the LA-RICS JPA Board.

The County of Los Angeles maintains databases that track/monitor contractor performance history, which the Authority will work with the County to obtain Contractor information. Information entered into such databases may be used for a variety of purposes, including determining whether the Authority will exercise a contract term extension option.

- 4.3 Contractor shall notify the Authority when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Authority at the address herein provided in Exhibit F (Authority's Administration).

5.0 CONTRACT SUM

- 5.1 Contractor shall not be entitled to any payment by the Authority or its Permitted Purchasers under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by the Authority hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Authority by the LA-RICS JPA Board in their approved budgets. The Authority has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any devices or tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the Authority's express prior written approval.
- 5.3 **No Payment for Services Provided Following Expiration/Termination of Master Agreement**

Contractor shall have no claim against the Authority and Permitted Purchasers for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify the Authority and shall immediately repay all such funds to Authority or its Permitted Purchasers, as applicable. Payment by Authority or its Permitted Purchasers for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of Authority's or Permitted Purchaser's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

5.4 Invoices and Payments

- 5.4.1 For providing the devices, tasks, deliverables, services, and other work, if any, authorized pursuant to this Master Agreement, Contractor shall separately invoice the Authority or Permitted Purchasers for each Work Order.

- 5.4.2 Payment for all devices and work shall be in accordance with each Work Order and subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Paragraph 31.0 (Liquidated Damages).
- 5.4.3 The Authority and Permitted Purchasers shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of the Authority's Work Order Director, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.
- 5.4.5 Invoices under this Master Agreement shall be submitted to the address(es) set forth in the applicable Work Order.

5.4.6 Invoice Content

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

Each invoice submitted by Contractor shall specify:

- Work Order No. and Contractor's Master Agreement No.;
- Period of performance of work being invoiced;
- A brief description of the deliverable(s) for which payment is claimed, including any devices and quantities, the respective number(s) assigned to the deliverable(s), if any, and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

6.0 ADMINISTRATION OF MASTER AGREEMENT – AUTHORITY

A listing of the Authority's Administration referenced in the following sub-paragraphs is set forth in Exhibit F (Authority's Administration). The Authority shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 Executive Director of the Authority

The Executive Director of the Authority shall have the authority to execute new Master Agreements with contractors that have met the minimum qualifications in one or more PSBN Device Categories and have been selected to become a

Qualified Contractor, provided the Authority Board has granted such delegated authority.

6.2 Authority's Master Agreement Program Director (MAPD)

6.2.1 The MAPD, or his or her designee, is responsible for the administration of this Master Agreement ensuring that Contractors are in compliance with the terms and conditions of this Master Agreement and that the objectives of this Master Agreement are met.

6.2.2 The MAPD has the authority to negotiate and recommend all changes to this Master Agreement; approve and execute Request for Bids, Addenda, Work Orders, and Work Order Amendments (in accordance with sub-paragraph 8.4 (Amendments to Work Orders)); add or delete PSBN Device Categories in accordance with sub-paragraph 8.3 (Change Notices to Master Agreement), maintain and update all records related hereto; and resolve disputes between the Authority and/or Permitted Purchasers, and the Contractor.

6.2.3 The MAPD is the Authority's chief contact person with respect to the day-to-day administration of this Master Agreement and will generally be the first person for Contractor to contact with any questions.

6.3 Authority's Work Order Project Manager

A Work Order Project Manager will be assigned for each Work Order.

6.3.1 The responsibilities of the Work Order Project Manager include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the device procurement and overall work of Contractor and ensuring the Work Order objectives are met within the given timeframes;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;

6.3.2 Authority's Work Order Project Managers are **not authorized** to make any changes in Work Order costs, dollar totals, periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Work Order Amendments executed by the MAPD pursuant to sub-paragraph 8.4 (Amendments to Work Orders).

7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

A listing of the Contractor's Administration referenced in the following sub-paragraphs is set forth in Exhibit G (Contractor's Administration). Contractor shall notify the Authority of any changes to Exhibit G (Contractor's Administration) in accordance with Paragraph 38.0 (Notices) and shall submit a revised Exhibit G (Contractor's Administration) to the Authority. Such revised Exhibit G (Contractor's Administration) shall be incorporated into the Master Agreement by this reference.

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit G (Contractor's Administration). The Contractor shall notify the Authority in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with Authority's Work Order Project Managers on a regular basis with respect to all active Work Orders.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit G (Contractor's Administration). Contractor shall promptly notify the Authority in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

The Authority has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide the Authority with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services, if any, under this Master Agreement with a photo identification badge.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services, if any, under this Contract who is in a designated sensitive position, as determined by the Authority in Authority's sole discretion, shall undergo and pass a background investigation to the satisfaction of the Authority as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 If a member of Contractor's staff does not pass the background investigation, the Authority may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. The Authority will not provide to Contractor or to Contractor's staff any information obtained through the Authority's background investigation.
- 7.5.3 The Authority, in its sole discretion, may immediately deny or terminate facility access, if applicable, to any member of Contractor's staff that does not pass such investigation to the satisfaction of the Authority or whose background or conduct is incompatible with Authority facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this sub-paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of the Work Orders or this Master Agreement.

7.6 Confidentiality

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, Authority, and its Permitted Purchasers, as applicable, policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless Authority, Permitted Purchasers, and their Member agencies, officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and

legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this sub-paragraph 7.6, as determined by Authority and/or Permitted Purchasers, in their sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by the Authority and/or Permitted Purchasers. Notwithstanding the preceding sentence, the Authority and/or Permitted Purchasers shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the Authority and/or Permitted Purchasers with a full and adequate defense, as determined by the Authority and/or Permitted Purchasers in their sole judgment, the Authority and/or Permitted Purchasers shall be entitled to retain their own counsel, including, without limitation, Counsel to the Authority, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by the Authority and/or Permitted Purchasers in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the Authority and/or Permitted Purchasers without the Authority's and/or Permitted Purchasers' prior written approval.

- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor shall sign and adhere to the provisions of the Exhibit J (Contractor's Acknowledgement and Confidentiality Agreement).
- 7.6.5 If needed and required by the Authority in its sole discretion, Contractor shall cause each employee performing services covered by this Master Agreement to sign and adhere to the provisions of the Contractor Employee Acknowledgment and Confidentiality Agreement also contained at Exhibit J.

8.0 AMENDMENTS

8.1 Amendments to the Master Agreement

- 8.1.1 The Executive Director may in his or her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Master Agreement). The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Executive Director.

8.1.2 In accordance with Paragraph 9.0 (Assignment and Delegation), any assumption, assignment, delegation, company name change or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, company name change or any other mechanism, under the Master Agreement, shall be done pursuant to an Amendment to the Master Agreement that is prepared by Authority and executed by the Contractor and the Executive Director. Such Amendment will be prepared only after the Authority has granted its prior written approval.

8.1.3 Notwithstanding any other provisions of this sub-paragraph 8.1, for any change which affects the scope of work, term, payments, any condition, or any rights or obligations of this Master Agreement, an Amendment to the Master Agreement shall be prepared by the Authority and executed by the Contractor and by the Executive Director.

8.2 Addition/Removal of PSBN Device Categories

Throughout the term of this Master Agreement the MAPD, or his or her designee, may, in his or her sole discretion, add new PSBN Device Categories or remove existing PSBN Device Categories as set forth in Exhibit A (PSBN Device Categories). To add or remove PSBN Device Categories, an Amendment to the Master Agreement shall be prepared by the Authority and executed by the Contractor and by the Executive Director.

8.3 Change Notices to Master Agreement

Notwithstanding any other provisions of this Paragraph 8.0, for any change which does not affect the scope of work, term, payments, or any conditions, rights, or obligations of this Master Agreement, a Change Notice shall be prepared by the Authority and executed by the Contractor and the MAPD or his or her designee.

8.4 Amendments to Work Orders

With respect to Work Orders issued under this Master Agreement, any changes that affect the required work requirements, including quantity and device requirements, costs, Total Maximum Work Order amount, deliverable prices, changes extending the period of performance, and/or changes modifying or substituting any devices, an Amendment to the Work Order shall be prepared by the Authority and executed by the Contractor and MAPD.

9.0 ASSIGNMENT AND DELEGATION

9.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent

of the Authority, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Authority consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the Authority to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at the Authority's sole discretion, against the claims, which the Contractor may have against the Authority.

- 9.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of the Authority in accordance with applicable provisions of this Master Agreement.
- 9.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Authority's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, the Authority shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

10.0 GRANT FUNDING REQUIREMENTS

- 10.1 For those PSBN Devices that are to be purchased with Grant Funding where a Work Order has been executed, this Paragraph 10.0 shall be in effect. Notwithstanding anything to the contrary set forth in this Master Agreement, Contractor warrants and represents that it shall strictly comply with all requirements to the extent applicable to Contractor and necessary for the Authority, or any of its Members, to comply with and to qualify for Funding Resources and receive funds, including but not limited to those funds and resources identified in Exhibit D (Grant Funding Requirements), as such Exhibit may be updated or modified from time to time, for expenditures under this Master Agreement. Without altering the foregoing responsibilities, the Authority may unilaterally update or modify Exhibit D (Grant Funding Requirements) from time to time by Unilateral Amendments pursuant to Paragraph 8.0 (Amendments).

10.2 Funding Resource Identification Required

Notwithstanding anything to the contrary set forth in Paragraph 3.0 (Work) or elsewhere in the Master Agreement, the Authority's election to issue a Request for

Bid, is expressly contingent upon the Authority identifying sufficient available Funding Resources to pay for the devices/work. In the event that the Authority is unable to appropriate sufficient Funding Resources to execute a Work Order, the Authority may, at its sole discretion, either (i) terminate this Master Agreement up to and including the completed purchase/work, or (ii) suspend the Agreement indefinitely until sufficient Funding Resources are appropriated, in each case, in accordance with Paragraph 46.0 (Termination for Convenience).

10.3 Funding Disallowance

Notwithstanding anything to the contrary set forth in this Master Agreement, whether expressly or by implication, to the extent that funds are disallowed as a result of Contractor's or its Subcontractors' acts and/or omissions inconsistent with its obligations under the Master Agreement, and to the extent not caused by a Force Majeure or the Authority, Contractor nevertheless shall remain responsible to the Authority for any and all devices, deliverables, and other work under executed Work Orders, but the Authority shall have no payment obligation to the Contractor to the extent of such disallowed funds.

10.4 No Limitation of Liability

Notwithstanding any provision of this Master Agreement, whether expressly or by implication, Contractor's liability to the Authority or any grant loss or disallowance it causes shall not be limited by this sub-paragraph 10.4 (No Limitation of Liability).

11.0 AUTHORIZATION WARRANTY

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

12.0 COMPLAINTS

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

12.1 Upon the Authority's request, Contractor shall have 60 days to provide the Authority with the Contractor's policy for receiving, investigating and responding to user complaints.

12.2 The Authority will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

12.3 If the Authority requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten (10) business days for Authority approval.

- 12.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the Authority for approval before implementation.
- 12.5 The Contractor shall preliminarily investigate all complaints and notify the Authority's Work Order Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 12.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 12.7 Copies of all written responses shall be sent to the Authority's Work Order Project Manager within three (3) business days of mailing to the complainant.

13.0 COMPLIANCE WITH APPLICABLE LAW

- 13.1 In the performance of this Master Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 13.2 Contractor shall indemnify, defend, and hold harmless the Authority, Permitted Purchasers, and their Member agencies, officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the Authority in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by the Authority and/or Permitted Purchasers. Notwithstanding the preceding sentence, the Authority and/or Permitted Purchasers shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the Authority and/or Permitted Purchasers with a full and adequate defense, as determined by the Authority in its sole judgment, the Authority and/or Permitted Purchasers shall be entitled to retain its own counsel, including, without limitation, Counsel to the Authority, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by Authority and/or Permitted Purchasers in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of Authority and/or Permitted Purchasers without Authority's and/or Permitted Purchasers prior written approval.

14.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with Exhibit H (Contractor's EEO Certification).

15.0 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

15.1 Jury Service Program

This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit I (Jury Service Ordinance) and incorporated by reference into and made part of this Master Agreement.

15.2 Written Employee Jury Service Policy

15.2.1 Unless Contractor has demonstrated to the Authority's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

15.2.2 For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for

purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

15.2.3 If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the Authority if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Authority may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the Authority's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

15.2.4 Contractor's violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

16.0 CONFLICT OF INTEREST

16.1 No public employee whose position in the Authority, or with one of its Members, enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the Authority's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the Authority's approval or ongoing evaluation of such work.

16.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the Authority. Full

written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph 16.2 shall be a material breach of this Master Agreement.

17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

17.1 Certification Regarding Debarment

As part of the qualification process to become a Qualified Contractor, at the time of its SOQ submission, Contractor submitted a fully completed and executed SOQ Form 1 (Vendor Organization/Certification), attesting that the Contractor, nor any of the Contractor's owners, officers, partners, directors, or other principals, and Contractor's Subcontractors, if any, are not currently suspended, debarred, ineligible, or excluded from securing contracts funded by the State of California, the federal government, or any public agency.

If at any time during the term of this Master Agreement the Contractor, or any of the Contractor's owners, officers, partners, directors, or other principals, and Contractor's Subcontractors, if any, become suspended, debarred, ineligible, or excluded from securing contracts funded by the State of California, the federal government, or any other public agency, the Authority may terminate this Master Agreement pursuant to Paragraph 46.0 (Termination for Convenience).

17.2 Proposer Non-Responsibility and Debarment

In addition to any requirements regarding Contractor's responsibility arising under applicable federal, state and local laws (including, but not limited to, those referred to in Exhibit D (Grant Funding Requirements), the Contractor shall be subject to the provisions of Chapter 2.202 of the Los Angeles County Code entitled "Determination of Contractor Non-Responsibility and Contractor Debarment." The Authority reserves the right in its sole discretion to investigate all available information, including, but not limited to, information provided by the Contractor in its response to SOQ Form 1 (Vendor Organization/Certification) that was submitted with its SOQ, to determine if a Contractor is a responsible Contractor. In the event the Authority determines, in its sole discretion, to seek to find a Contractor non-responsible or to have a Contractor debarred from having contracts with the Authority, the Authority will follow a process that is in substance as set forth in Chapter 2.202 of the Los Angeles County Code, except as modified by the express terms of this Master Agreement. As used in Chapter 2.202 of the County Code, (a) the "department head" shall be deemed to refer to the Executive Director, (b) "board of supervisors," shall be deemed to refer to the Authority Board, and (c) "contractor hearing board," shall be deemed to refer to one or more designees designated by the Executive Director.

18.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County, and by extension the Authority, places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

19.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

19.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

20.0 AUTHORITY'S QUALITY ASSURANCE PLAN

20.1 The Authority or its agent will evaluate the Contractor's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the Authority determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Authority Board. The report will include improvement/corrective action measures taken by the Authority and the Contractor. If improvement does not occur consistent with the corrective action measures, the Authority may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

20.2 The County maintains databases that track/monitor contractor performance history, which the Authority will access. Information entered into such databases may be used for a variety of purposes, including determining whether the Authority will exercise a contract term extension option.

21.0 DAMAGE TO AUTHORITY FACILITIES, BUILDINGS OR GROUNDS

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

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

22.0 EMPLOYMENT ELIGIBILITY VERIFICATION

22.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

22.2 The Contractor shall indemnify, defend, and hold harmless, the Authority, Permitted Users, and their Members agencies, user agencies, Federal and State regulatory bodies, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor, Authority and/or Permitted Users or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

23.0 FACSIMILE REPRESENTATIONS

The Authority and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.0 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

24.0 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the Authority, Permitted Purchasers, and their Members agencies, agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the Authority and/or Permitted Purchasers may be found jointly or solely liable.

25.0 FORCE MAJEURE

25.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

25.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

25.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

26.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

27.0 INDEPENDENT CONTRACTOR STATUS

- 27.1 This Master Agreement is by and between the Authority and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the Authority and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 27.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The Authority shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 27.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the Authority. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.
- 27.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.6 (Confidentiality).

28.0 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Authority, Permitted Purchasers and their Members agencies, elected and appointed officers, employees, agents and volunteers ("Authority Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the Authority Indemnities.

29.0 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of the Authority Indemnitees, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified this Paragraph 29.0 (General Provisions for All Insurance Coverage) and Paragraph 30.0 (Insurance Coverage) of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The

Authority in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

29.1 Evidence of Coverage and Notice to Authority

- a. Certificate(s) of insurance coverage (Certificate) satisfactory to the Authority, and a copy of an Additional Insured endorsement confirming the Authority and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the Authority at the address shown below and provided prior to commencing services under this Master Agreement.
- b. Renewal Certificates shall be provided to the Authority not less than 10 days prior to Contractor's policy expiration dates. The Authority reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- c. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any Authority required endorsement forms.
- d. Neither the Authority's failure to obtain, nor the Authority's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Los Angeles Regional Interoperable Communications System (LA-RICS)
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
Attention: Contracts Section

Contractor also shall promptly report to the Authority any injury or property damage accident or incident, including any injury to a Contractor employee occurring on Authority and/or Authority property, and any loss, disappearance, destruction, misuse, or theft of Authority property, monies or securities entrusted to Contractor. Contractor also shall promptly notify the Authority of any third party claim or suit filed against Contractor or any of its

Subcontractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or the Authority.

29.2 Additional Insured Status and Scope of Coverage

The Authority, Permitted Purchasers, and their Members agencies, Elected Officials, Officers, Agents, Employees and Volunteers (collectively Authority and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the Authority. The Authority and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the Authority. The full policy limits and scope of protection also shall apply to the Authority and its Agents as an additional insured, even if they exceed the Authority's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

29.3 Cancellation of or Changes in Insurance

Contractor shall provide the Authority with, or Contractor's insurance policies shall contain a provision that the Authority shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Authority at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of the Authority, upon which the Authority may suspend or terminate this Master Agreement.

29.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Master Agreement, upon which the Authority immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. The Authority, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the Authority may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

29.5 Insurer Financial Ratings

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

29.6 Contractor's Insurance Shall Be Primary

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

29.7 Waivers of Subrogation

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

29.8 Subcontractor Insurance Coverage Requirements

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

29.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the Authority to pay any portion of any Contractor deductible or SIR. The Authority retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the Authority, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

29.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Master Agreement. Contractor understands and agrees it shall maintain such coverage for a period of

not less than three (3) years following the Master Agreement expiration, termination or cancellation.

29.11 Application of Excess Liability Coverage

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

29.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

29.13 Alternative Risk Financing Programs

The Authority reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The Authority and its Agents shall be designated as an Additional Covered Party under any approved program.

29.14 Authority Review and Approval of Insurance Requirements

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

30.0 INSURANCE COVERAGE

30.1 Commercial General Liability

Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the Authority and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

30.2 Automobile Liability

Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Master

Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

30.3 Workers Compensation and Employers' Liability

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Authority as the Alternate Employer, and the endorsement form shall be modified to provide that the Authority will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

31.0 LIQUIDATED DAMAGES

- 31.1 If, in the judgment of the Executive Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Executive Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the Authority, will be forwarded to the Contractor by the Executive Director, or his/her designee, in a written notice describing the reasons for said action.
- 31.2 If the Executive Director determines that there are deficiencies in the performance of this Master Agreement that the Executive Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Executive Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Executive Director may:
- a. Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - b. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the Authority for

liquidated damages in said amount. Said amount shall be deducted from the Authority's payment to the Contractor; and/or

- c. Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the Authority may correct any and all deficiencies and the total costs incurred by the Authority for completion of the work by an alternate source, whether it be Authority forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the Authority, as determined by the Authority.

31.3 The action noted in sub-paragraph 31.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the Authority cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

31.4 This paragraph shall not, in any manner, restrict or limit the Authority's right to damages for any breach of this Master Agreement provided by law or sub-paragraph 31.2, and shall not, in any manner, restrict or limit the Authority's right to terminate this Master Agreement as agreed to herein.

32.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION

32.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

32.2 The Contractor shall certify to, and comply with, the provisions of Exhibit H (Contractor's EEO Certification).

32.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

32.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or contractors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- 32.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 32.6 The Contractor shall allow Authority representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 32.0 when so requested by the Authority.
- 32.7 If the Authority finds that any provisions of this Paragraph 32.0 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the Authority may terminate or suspend this Master Agreement. While the Authority reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the Authority that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 32.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the Authority shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

33.0 NON EXCLUSIVITY

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

34.0 NOTICE OF DELAYS

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

35.0 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the Authority Work Order Project Manager and/or MAPD any dispute between the Authority and the Contractor regarding the performance of services as stated in this Master Agreement. If the Authority Work Order

Project Manager or MAPD is not able to resolve the dispute, the Executive Director shall resolve it.

36.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

37.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit K (Safely Surrendered Baby Law) of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

38.0 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit F (Authority's Administration) and Exhibit G (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Executive Director shall have the authority to issue all notices or demands required or permitted by the Authority under this Master Agreement.

39.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the Authority agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

40.0 PUBLIC RECORDS ACT

40.1 Any documents submitted by Contractor; all information obtained in connection with the Authority's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 42.0 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of

Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the Authority. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The Authority shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 40.2 In the event the Authority is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the Authority from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

41.0 PUBLICITY

- 41.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the Authority shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the Authority without the prior written consent of the Authority's MAPD. The Authority shall not unreasonably withhold written consent.

- 41.2 The Contractor may, without the prior written consent of Authority, indicate in its bids/proposals and sales materials that it has been awarded this Master Agreement with the Authority, provided that the requirements of this Paragraph 41.0 shall apply.

42.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 42.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the Authority, or its authorized

representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the Authority during the term of this Master Agreement and for a period of five (5) years thereafter unless the Authority's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the Authority's option, the Contractor shall pay the Authority for travel, per diem, and other costs incurred by the Authority to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 42.2 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The Authority shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 42.3 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 42.0 shall constitute a material breach of this Master Agreement upon which the Authority may terminate or suspend this Master Agreement.
- 42.4 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the Authority may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the Authority's dollar liability for any such work is less than payments made by the Authority to the Contractor, then the difference shall be either: a) repaid by the Contractor to the Authority by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the Authority, whether under this Master Agreement or otherwise. If such audit finds that the Authority's dollar liability for such work is more than the payments made by the Authority to the Contractor, then the difference shall be paid to the Contractor by the Authority by cash payment, provided that in no event shall the Authority's maximum obligation for this Master Agreement exceed the funds appropriated by the Authority for the purpose of this Master Agreement.

43.0 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, as adopted by the Authority, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

44.0 SUBCONTRACTING

- 44.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the Authority**. Any attempt by the Contractor to subcontract without the prior consent of the Authority may be deemed a material breach of this Master Agreement.
- 44.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the Authority's request:
- a. A description of the work to be performed by the subcontractor;
 - b. A draft copy of the proposed subcontract; and
 - c. Other pertinent information and/or certifications requested by the Authority.
- 44.3 The Contractor shall indemnify and hold the Authority harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 44.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the Authority's approval of the Contractor's proposed subcontract.
- 44.5 The Authority's consent to subcontract shall not waive the Authority's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this Authority right.
- 44.6 The Authority's MAPD is authorized to act for and on behalf of the Authority with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the Authority, Contractor shall forward a fully executed subcontract to the Authority for their files.
- 44.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the Authority's consent to subcontract.
- 44.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the Authority from each approved subcontractor. The Contractor shall ensure delivery of all such documents to the following address before any subcontractor employee may perform any work hereunder:

Los Angeles Regional Interoperable Communications System (LA-RICS)
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
Attention: Contracts Section

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 19.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the Authority under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the Authority may terminate this Master Agreement pursuant to Paragraph 47.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

46.0 TERMINATION FOR CONVENIENCE

46.1 Authority may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the Authority, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

46.2 Upon receipt of a notice of termination and except as otherwise directed by the Authority, the Contractor shall immediately:

- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to Authority all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

46.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with Paragraph 42.0 (Record Retention and Inspection/Audit Settlement).

47.0 TERMINATION FOR DEFAULT (Amended and Restated under Addendum B – July 2015)

47.1 **(Amended and Restated under Addendum E – June 2017)** The Authority may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of Authority's MAPD:

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder;
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the Authority may authorize in writing) after receipt of written notice from the Authority specifying such failure;
- Contractor fails to secure the requisite Certifications/Test Results for each device the Contractor is qualified for under this Master Agreement, pursuant to Exhibit A (PSBN Device Categories), by no later than June 15, 2019, or a date determined by FirstNet and/or the State of California, whichever occurs first. In the event that Contractor fails to secure the requisite Certifications/Test Results for each device the Contractor is qualified for by June 15, 2019, or a date determined by FirstNet and/or the State of California, whichever occurs first, Contractor may be required to refund the Authority and/or Permitted Purchaser, as set forth in the Work Order, in full for the Total Maximum Amount of PSBN Devices purchased under a Work Order, within sixty (60) business days of notification from the Authority that Contractor's Master Agreement is being Terminated for Default in accordance with this Paragraph 47.0;
- Contractor fails to be responsible at its sole cost, with providing the Authority with compliant PSBN Devices that pass certification, and fails to be responsible for making any changes needed to devices already deployed to meet certification, which may include but is not limited to, field modification of any deployed devices, or a complete replacement of a device if needed;
- Contractor fails to be responsible for any harm the PSBN Devices cause to the PSBN System, and Contractor fails to be responsible for all costs

associated with restoring the PSBN System to a fully operational condition;
or

- Contractor fails to be solely responsible for any and all costs associated with device Certifications/Test Results.

- 47.2 In the event that the Authority terminates this Master Agreement in whole or in part as provided in sub-paragraph 47.1, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the Authority for any and all excess costs incurred by the Authority, as determined by the Authority, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.
- 47.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 47.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the Authority in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 47.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 47.4 If, after the Authority has given notice of termination under the provisions of this Paragraph 47.0, it is determined by the Authority that the Contractor was not in default under the provisions of this Paragraph 47.0, or that the default was excusable under the provisions of Paragraph 47.0, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 46.0 (Termination for Convenience).
- 47.5 The rights and remedies of the Authority provided in this Paragraph 47.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

48.0 TERMINATION FOR IMPROPER CONSIDERATION

- 48.1 The Authority may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any Authority officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 48.2 The Contractor shall immediately report any attempt by a Authority officer or employee to solicit such improper consideration. The report shall be made either to the Authority manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 48.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

49.0 TERMINATION FOR INSOLVENCY

- 49.1 The Authority may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.
- 49.2 The rights and remedies of the Authority provided in this Paragraph 49.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

50.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or

any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the Authority may in its sole discretion, immediately terminate or suspend this Master Agreement.

51.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the Authority shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the Authority's future fiscal years unless and until the Authority's Board of Supervisors appropriates funds for this Master Agreement in the Authority's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The Authority shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

52.0 VALIDITY

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

53.0 WAIVER

No waiver by the Authority of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the Authority to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 53.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

54.0 WARRANTY AGAINST CONTINGENT FEES

54.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

54.2 For breach of this warranty, the Authority shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

55.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract

are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

- 55.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 55.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Master Agreement. Without limiting the rights and remedies available to Authority under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which Authority may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

57.0 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

58.0 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

58.1 Authority shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or newly created through Contractor's work pursuant to this Master Agreement. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the Authority all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement.

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

- 58.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the Authority's MAPD as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 58.4 Authority will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. Authority agrees not to reproduce, distribute or disclose to non- Authority entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 58.5 Notwithstanding any other provision of this Master Agreement, Authority will not be obligated to Contractor in any way under sub-paragraph 58.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 58.3 or for any disclosure which Authority is required to make under any state or federal law or order of court.
- 58.6 All the rights and obligations of this sub-paragraph 58.6 shall survive the expiration or termination of this Master Agreement.

59.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

- 59.1 Contractor shall indemnify, hold harmless and defend Authority from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Master Agreement. Authority shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.
- 59.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that Authority's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that Authority's continued use of the system is not materially impeded, shall either:
- Procure for Authority all rights to continued use of the questioned equipment, part, or software product; or
 - Replace the questioned equipment, part, or software product with a non-questioned item; or
 - Modify the questioned equipment, part, or software so that it is free of claims.

59.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

* * *

**AUTHORIZATION OF SAMPLE MASTER AGREEMENT
BETWEEN
THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AND
(CONTRACTOR)
FOR
PUBLIC SAFETY BROADBAND NETWORK DEVICES**

IN WITNESS WHEREOF, the Board of Directors of the Los Angeles Regional Interoperable Communications System Authority has caused this Master Agreement to be executed by the Executive Director and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 201_.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
AUTHORITY

By _____
Executive Director

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy County Counsel

PSBN DEVICE CATEGORIES

**Not attached to this Sample Master
Agreement**

**(Refer to Appendix B, PSBN Device
Categories, attached to the RFSQ)**

SAMPLE REQUEST FOR BID

**Not attached to this Sample Master
Agreement**

**(Refer to Appendix C, Sample Request
for Bid, attached to the RFSQ)**

Work Order No.: _____

Master Agreement No.: _____

**SAMPLE WORK ORDER
FOR
PUBLIC SAFETY BROADBAND NETWORK (PSBN) DEVICES**

CONTRACTOR NAME

Work Order No.: _____

Master Agreement No.: _____

THIS WORK IS UNDERTAKEN BETWEEN THE LOS-ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) AUTHORITY (HEREAFTER "AUTHORITY") AND **CONTRACTOR NAME** (HEREAFTER "CONTRACTOR") FOR PUBLIC SAFETY BROADBAND NETWORK ("PSBN") DEVICES AND ASSOCIATED SERVICES, IF ANY, (HEREAFTER "SERVICES") PURSUANT TO THE ABOVE MASTER AGREEMENT ("MASTER AGREEMENT").

Work Order Title: _____

PSBN Device Category: _____

Work Order Deadline: _____

Requesting Agency: _____

Paying Agency: _____

Grant Funded: _____

Authority Work Order Project Manager: _____

1.0 DEVICES/SERVICES

Contractor shall satisfactorily provide the devices and perform Services, if any, detailed in Section 2.0 (Required Work) by the Work Order Deadline set forth in this Work Order, all in compliance with the terms and conditions of Contractor's Master Agreement No. _____.

Work Order No.: _____

Master Agreement No.: _____

2.0 REQUIRED WORK

(A comprehensive description of work for each purchase to be included in resultant Work Orders)

- 2.1 Objective
- 2.2 Background (if applicable)
- 2.3 Description of Devices/Work/Duties/Tasks/Deliverables (as applicable)
- 2.4 Quantity of Devices Required
- 2.5 Special Agency Requirements (if applicable)
- 2.6 Interoperability with Other Commercial Carriers (if applicable)
- 2.7 Device Warranty (if applicable)
- 2.8 Device Maintenance (if applicable)
- 2.9 Device Installation Requirements (if applicable)
- 2.10 Work Order Deadline for Device Procurement, Delivery, Installation, etc.
- 2.11 Work Order Administration (if applicable)
- 2.12 Other Information (if applicable)

3.0 COSTS AND PAYMENT

Contractor shall provide the below-listed devices/services for PSBN in the quantities and rates set forth in this Section 3.0.

DEVICE/DELIVERABLE/SERVICE	QUANTITY	COST	SUBTOTAL (Quantity x Cost)
Cost per Device: <i>(If Applicable)</i>			
Cost per Additional Accessories <i>(If Applicable)</i>			
Installation Cost: <i>(If Applicable)</i>			
Maintenance Cost: <i>(If Applicable)</i>			
Other Services Costs: <i>(If Applicable)</i>			
TOTAL COST:			

Work Order No.: _____ **Master Agreement No.:** _____

- 3.1 The Total Maximum Amount that Authority shall pay Contractor for all Services to be provided under this Work Order shall not exceed _____ Dollars (\$_____).
- 3.2 Contractor shall invoice the Authority only for devices and Services actually provided, in accordance with the terms and conditions of Contractor's Master Agreement.
- 3.3 Contractor shall be responsible for ensuring that the number of devices and/or Services provided under this Work Order shall not to exceed the Total Maximum Amount in Section 3.1 of this Work Order.
- 3.4 Contractor shall satisfactorily provide, perform, and complete all required Services in accordance with Section 2.0 (Required Work) by the Work Order Deadline notwithstanding the fact that total payment from the Authority shall not exceed the Total Maximum Amount of this Work Order.
- 3.5 Contractor shall submit all invoices for this Work Order in accordance with Paragraph 5.4 (Invoices and Payments) of the Master Agreement to the below listed address:

Agency
Division/Section
Address
City, State, Zip Code

4.0 SERVICES

- 4.1 Contractor's signature on this Work Order confirms Contractor's awareness of, and agreement with, the provisions of Paragraph 3.2 (Work Order Process) of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any device, task, deliverable, services, or other work:
- a. That is not specified in this Work Order, and/or
 - b. That exceeds the Total Maximum Amount of this Work Order, and/or
 - c. That goes beyond the Work Order Deadline of this Work Order.
- 4.2 The Authority and the Contractor agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Work Order and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to this Work Order, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

Work Order No.: _____

Master Agreement No.: _____

5.0 ADDITIONAL PROVISIONS SPECIFIC TO THIS WORK ORDER

In subsequent Work Orders, this section will be customized to include specific provisions to the Work Order, if any, such as Grant Funding Requirements, Confidentiality requirements, HIPPA/HITECH requirements, etc., that may be necessary.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER;

ALL TERMS AND CONDITIONS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS ON THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

CONTRACTOR NAME

**LOS ANGELES REGIONAL
INTEROPERABLE
COMMUNICATIONS AUTHORITY**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: Master Agreement Program
Director (MAPD)

Date: _____

Date: _____

Work Order No.: _____

Master Agreement No.: _____

CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTOR NAME

Los Angeles County Code Section 2.180.010.A provides as follows:

"Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders."

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

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

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

GRANT FUNDING REQUIREMENTS

**Not attached to this Sample Master
Agreement**

**(Refer to Appendix F, Grant Funding
Requirements, attached to the RFSQ)**

SPECTRUM MANAGER LEASE AGREEMENT
BETWEEN
THE FIRST RESPONDER NETWORK AUTHORITY
AND
THE LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY

I. PARTIES AND PURPOSE

This non-exclusive Spectrum Manager Lease Agreement (“SMLA” or “Agreement”) is entered into by the **First Responder Network Authority** (“FirstNet” or “Licensee”) and the **Los Angeles Regional Interoperable Communications System Authority** (“LA-RICS Authority” or “Lessee”), through which FirstNet will lease spectrum usage rights to operate on the 700 MHz public safety broadband spectrum (“FirstNet Spectrum”), the single, nationwide license which was granted to FirstNet by the Federal Communications Commission (“FCC”) under Call Sign WQOE234. Further, this SMLA is a spectrum manager lease arrangement pursuant to Section 1.9020 of the FCC’s rules (47 C.F.R. § 1.9020), subject to applicable provisions of the Middle Class Tax Relief and Job Creation Act of 2012 (Pub. L. No. 112-96) (“Tax Relief Act”), the Communications Act of 1934 (47 U.S.C. § 151 *et seq.*), as amended (“Communications Act”), and FCC rules, regulations and policies.

The parties to this Agreement have entered into it with full awareness that while the fundamental goal of the Tax Relief Act is the deployment and operation of a nationwide interoperable public safety broadband network under the authority of FirstNet, the single, national network architecture for that network has not yet been established, and the technical standards for the network are continuing to evolve. Thus, the parties acknowledge that during the term of this Agreement, FirstNet may adopt additional or different technical requirements or operational standards to ensure the operability, interoperability, security, reliability, resiliency or similar capabilities of its single, national network architecture, and such additional requirements or standards may require the replacement or modification of any existing Lessee’s Infrastructure. The parties further acknowledge that should that event occur, they will negotiate in good faith towards an agreement concerning how the costs of such replacements or modifications will be covered.

Subject to the terms and conditions below, the SMLA authorizes the Lessee to provide wireless communications services to public safety entities as described in Section 6001 of the Tax Relief Act (“Public Safety Entities”), and as otherwise provided for herein in Section II.D. Subject to the terms and conditions below, FirstNet intends for this Agreement to continue until the time at which FirstNet has provided the governors of each of the states with the details of its proposed plan for the build-out of the nationwide, interoperable broadband network, and the Governor of State of California (“State”) has made the decision required under Section 6302(e) of the Tax Relief Act on whether the State will participate in the deployment of the nationwide interoperable broadband network as proposed by FirstNet, or will seek approval to conduct its own deployment of a radio access network within the State (“State’s Decision”). The parties acknowledge, thereafter, any operations of the Lessee on FirstNet Spectrum will be pursuant to terms and conditions established by the implementation of the State’s Decision.

One of the primary purposes of this Agreement is to minimize any disruptions in the availability of Lessee’s wireless communications services to Public Safety Entities. To that end, as set forth below, FirstNet and the Lessee intend to make good faith efforts to minimize any disruptions in the availability of Lessee’s wireless communications services to Public Safety Entities, and to ensure the interests of the State of California are included in any such good faith efforts that follow the date of the State’s Decision. Although this is a non-exclusive agreement, to the extent that FirstNet leases this spectrum to third party users, it will work closely and in good faith, with the Lessee to ensure that such third party uses

will not impede or interfere with Lessee's wireless communications to Public Safety Entities and others, as provided for herein.

II. TERMS AND CONDITIONS

A. Responsibilities of the Parties. The parties agree to the following responsibilities:

1. FirstNet shall:
 - (a) Ensure that the Lessee complies with the Communications Act and all applicable policies and rules directly related to the FirstNet Spectrum by providing oversight and enforcement of the Lessee's use of the FirstNet Spectrum;
 - (b) Be responsible for the final resolution of all interference-related matters, including conflicts between the Lessee and third parties, after first permitting the Lessee to resolve these matters;
 - (c) Maintain a reasonable degree of actual working knowledge of the Lessee's activities;
 - (d) Be responsible for all FCC-required filings and reports, including the filing of necessary notifications and all other required documents (i.e., FCC Form 608);
 - (e) Retain the right to terminate the SMLA as provided in Section IV of this Agreement; and
 - (f) Retain a copy of the SMLA in its records.
2. Lessee shall:
 - (a) Comply with the requirements of the Communications Act and all applicable policies and rules related to the FirstNet Spectrum, including service rules for Call Sign WQQE234;
 - (b) Be independently accountable to the FCC for complying with the Communications Act and FCC policies and rules;
 - (c) Provide FirstNet with a copy of any filing to be made by Lessee to the FCC related to the use of the FirstNet Spectrum at least two (2) business days in advance of its submission;
 - (d) Permit FirstNet to inspect its facilities and equipment used to operate on the FirstNet Spectrum, upon reasonable notice in accordance with Section II. O., below;
 - (e) Accept FCC oversight and enforcement for the lease of the spectrum usage rights associated with FCC license authorization for Call Sign WQQE234;
 - (f) Promptly respond to any FirstNet request for information to comply with FirstNet's reporting or oversight requirements; and
 - (g) Retain a copy of the SMLA in its records.

B. Compliance with FCC Rules. The parties agree to comply with all of the rules, regulations, policies, decisions of the FCC, both currently and as may be adopted in the future, as well as any other applicable laws, including the Communications Act (collectively, "Communications Laws") for the spectrum usage rights associated with FCC license authorization for Call Sign WQQE234.

C. Geographic Scope of Operations. The Lessee shall operate on the FirstNet Spectrum only within its Broadband Technology Opportunity Program ("BTOP") project Service Area, as set forth in its BTOP Award Agreement ("Service Area")(see attached map).

D. Eligible services. The Lessee shall use the FirstNet Spectrum to provide wireless communications services to Public Safety Entities as defined under the Tax Relief Act. In addition, and for the purposes of this Agreement, the definition of Public Safety Entities is further expanded to include any government or private entity with statutory responsibility to protect life, property, and/or the environment in the jurisdiction, and those entities assisting or cooperating in the mitigation of emergency incidents as defined in the Glossary of Terms by the Department of Homeland Security's Federal Emergency Management Agency ("FEMA") National Incident Management System ("NIMS") (all such entities are collectively, "Public Safety Entities").

- E. **Subleasing.** The Lessee may not sublease the FirstNet Spectrum to any entity, nor offer any excess capacity on the FirstNet Spectrum to any entity for any purpose other than the provision of wireless communications services to Public Safety Entities.
- F. **Consideration.** In consideration of Lessee's agreement to the Key Learning Conditions as set forth in Section II. L, FirstNet agrees to authorize the Lessee to use the FirstNet Spectrum. This section does not relieve the Lessee of any obligation it may have to pay any future fees associated with use of the nationwide public safety broadband network, pursuant to sections 6208 and 6302 of the Tax Relief Act. The Lessee agrees that this Agreement does not impair FirstNet's right to enter into a "Covered Leasing Agreement" as authorized by section 6208(a) of the Tax Relief Act.
- G. **Protection of Incumbents.** Lessee shall comply with the FCC's rules, both current and as may be adopted in the future, for protection of Incumbents.
- H. **Lessee's Infrastructure.** The Lessee shall ensure that all LTE-related devices, hardware, software, and any supporting infrastructure required for its operations on the FirstNet Spectrum (including LTE network services or applications platforms that may affect the operations and maintenance of the network under the single, national network architecture established by FirstNet) ("Lessee's Infrastructure"):
1. operate on 3GPP Band 14 in a 10 X 10 MHz configuration, to the extent compatible with international agreements concerning operations in border regions;
 2. comply with the recommended minimum technical requirements of the Technical Advisory Board for First Responder Interoperability, as provided to FirstNet by the FCC, and as those minimum technical requirements which evolve over time; and,
 3. are built and operated according to open, non-proprietary and commercially-available standards.

If, during the term of this Agreement, FirstNet adopts additional or different technical requirements or operational standards to insure the operability, interoperability, security, reliability, resiliency or similar capabilities of its single, national network architecture, and such additional requirements or standards would require the replacement or modification of any existing Lessee's Infrastructure, the Lessee shall not be obliged to implement such changes until the Lessee and FirstNet have first entered into an agreement concerning how the costs of such replacements or modifications shall be covered. Lessee will not be responsible for any added costs resulting from FirstNet's adoption of any additional or different technical requirements or operational standards, if the parties fail to successfully negotiate an agreement regarding how such costs will be covered. Further, failure of the parties to successfully negotiate such an agreement cannot serve as the basis for termination of this Agreement by FirstNet. Lessee is, however, still obligated to implement changes required as a result of FCC rules or regulations.

- I. **Environmental Compliance.** Lessee shall comply with all applicable Federal and State Environmental laws, regulations, and rules, including the completion of necessary environmental reviews. Prior to commencing operations on the leased portion of the FirstNet Spectrum, Lessee shall complete all environmental reviews required by Federal or State law.
- J. **Participation by Public Safety Agencies.** Prior to commencing operations on the FirstNet Spectrum, the Lessee shall provide FirstNet with a written certification that it has received written notifications from a significant representation of the LA-RICS Authority's member agencies that are within the geographic scope of Lessee's operations of their intent to receive wireless communications services from the Lessee's operations.

- K. **Consultation on Requests for Proposal and Agreements.** The Lessee shall consult with FirstNet prior to issuing any Requests for Proposal ("RFP"), executing any agreement with a supplier, or modifying any existing agreement with a supplier ("Project Supplier"), if such RFP or agreement concerns the Lessee's operations on the FirstNet Spectrum.

To the extent that FirstNet and Lessee agree to integrate the Lessee's LTE related devices, hardware and software (hereinafter "Equipment") into the FirstNet nationwide network architecture and implementation program, it may become necessary for the Lessee's Equipment to be relocated and reinstalled in another location. Such new location may be in another city, county or state within the United States of America where, in FirstNet's judgment, the Equipment can be more effectively and/or economically integrated into the FirstNet nationwide network to provide wireless broadband services to first responders and public safety users.

Upon FirstNet providing written notification to the Lessee, the parties shall enter into good faith negotiations for an agreement for the transfer of control and relocation of the Equipment consistent with the Lessee's obligations under 15 C.F.R. § 24.32 and the terms and conditions of its BTOP Award. Any relocation of Lessee's Equipment will be done in a manner that will not result in any degradation of Lessee's provision of wireless communications services to Public Safety Entities, including availability, coverage, performance or functionality of service provided to Public Safety Entities. Lessee will not be responsible for any costs associated with relocation of Lessee's Equipment. FirstNet will also not seek to relocate Lessee Equipment that was acquired in part, with Lessee's funds, unless the Parties enter into a subsequent agreement.

- L. **Key Learning Condition(s).** Subject to the Key Learning Conditions Plan ("Plan") required by this subsection below, the Lessee shall conduct the following activities as part of its operations on the FirstNet Spectrum, to assist FirstNet in the development, deployment, and management of the nationwide public safety broadband network:

FirstNet and Lessee have agreed upon the Key Learning Condition of exploring secondary responder partnerships.

Not later than 90 days following the execution of this Agreement, the Lessee and FirstNet shall develop and execute a Key Learning Conditions Plan which shall describe in more detail these activities and any related obligations of the parties.

- M. **Compliance with Conditions of BTOP Award.** Within 15 days of execution of this Agreement, the Lessee shall seek the approval of the National Telecommunications and Information Administration ("NTIA") to lift its partial suspension of funds awarded to the Lessee under the BTOP. Following the Lessee's submission of such a request, and provided that the Lessee is in compliance with this Agreement, FirstNet will provide NTIA with a copy of this Agreement and a written recommendation that supports the Lessee's request to lift the partial suspension of the funds awarded to Lessee under the BTOP. The Lessee shall comply with the terms and conditions specified in its BTOP award, as amended.
- N. **Co-Location Services.** Following the date of the State's Decision and after serving a written request to do so, FirstNet shall enter into good faith negotiations with Lessee and any underlying property owner and/or lessor from which Lessee is leasing LTE site space, for an agreement for co-location services, on a non-exclusive basis, for FirstNet to locate certain equipment on any of the Lessee's Federally-funded LTE sites and infrastructure (e.g., towers), to the extent permitted by the underlying property owner and/or lessor.
- O. **Access to Information and Information Sharing.** In order to help inform FirstNet on the planning, deployment and operation of the nationwide public safety broadband network, the Lessee shall provide reasonable access to its operations, and shall facilitate the collection and sharing of information about its operations. Such access shall be provided to FirstNet's technical teams or other personnel authorized by

FirstNet, provided, however, that Lessee's confidential, security sensitive or proprietary information may be subject to appropriate non-disclosure agreements, as determined by Lessee in its sole discretion.

Prior to commencing operations on FirstNet Spectrum, the Lessee shall ensure that any agreement with its Project Suppliers expressly provides for:

1. the Project Supplier to disclose and share information to FirstNet or other authorized personnel, subject to appropriate non-disclosure agreements on the Project Supplier's confidential, security sensitive or proprietary information; provided, however, Project Supplier is not required to disclose proprietary financial information; and,
 2. the testing and certification of any of the Lessee's Infrastructure provided by the Project Supplier for deployment in Lessee's operations, at approved labs for FCC type certification in 3GPP Band 14 and PTCRB certification specific to 3GPP Band 14 devices.
- P. **Reporting.** The Lessee shall provide FirstNet with the following, where Lessee may clearly label any information provide as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY":
1. Quarterly written reports on the operations of Lessee's project that use the FirstNet Spectrum, Lessee's experiences with its Project Suppliers, its progress in achieving project milestones, and the experiences of users of its wireless communications services; and
 2. Copies of its reports to government entities that relate to Lessee's use of the FirstNet Spectrum, including its BTOP reports and any environmental reports.

III. DURATION OF THE AGREEMENT AND AMENDMENTS

This Agreement will become effective when signed by both parties. This Agreement shall have an initial term of five (5) years. FirstNet will notify Lessee at least three months prior to the date upon which FirstNet intends to present the Governor of the State of California with the details of its proposed plan for build-out within the State under Section 6302(e) of the Tax Relief Act. Six months prior to the expiration of the initial term of this Agreement, or upon receipt of FirstNet's notification of the date on which it intends to present its proposed build-out plan to the Governor as described above, whichever first occurs, the Lessee shall initiate discussions with FirstNet. Such discussions shall review the progress of this project and address the possible need for a renewal or extension of this Agreement, or the negotiation of a new agreement, to maintain Lessee's access to FirstNet Spectrum in order to minimize the disruption of the availability of wireless communications services to Public Safety Entities in the Service Area prior to the implementation of the State's Decision and to facilitate FirstNet's access to the FirstNet Spectrum for partnerships and other agreements in support of a nationwide public safety broadband network. The parties shall make good faith efforts to minimize the disruption of the availability of wireless communications services to Public Safety Entities in the Service Area.

This Lease may be amended by mutual written consent of the Parties.

IV. TERMINATION AND CANCELLATION CLAUSE

- A. This Agreement shall terminate upon the occurrence of any of the following conditions:
1. The day following the termination date of the Agreement; or
 2. FirstNet's License Authorization for Call Sign WQQE234 is revoked, cancelled, terminated or otherwise ceases to be in effect.
- B. FirstNet may terminate the Agreement in the event the Lessee:
1. fails to obtain approval of its request to NTIA to lift its suspension of BTOP funds;

2. fails to comply with material terms of the Agreement and/or applicable FCC requirements, following written notice and reasonable opportunity to cure the non-compliance;
3. commits a material breach of the Terms and Conditions of this Agreement or its BTOP Award, and thereafter fails to bring its operations into compliance within a reasonable period of time;
4. fails to obtain written approval from the Governor of California, or his/her designee, to continue the Lessee's spectrum usage rights under this Agreement, without interruption of Lessee's service, within 60 days after the State's Decision, provided that such period shall be extended if the Governor has not given written approval through no fault of the Lessee; or
5. fails to obtain written approval from the Governor of California, or his/her designee, to continue the Lessee's spectrum usage rights under this Agreement, without interruption of Lessee's service, within 60 days after the State of California fails to obtain Federal approval regarding the implementation of the State's Decision, provided that such period shall be extended if the Governor has not given written approval through no fault of the Lessee.

Upon termination of this Spectrum Manager Lease Agreement for any reason, FirstNet and the Lessee shall make good faith efforts to minimize any disruptions in the availability of Lessee's wireless communications services to Public Safety Entities in the Service Area.

V. RESOLUTION OF DISAGREEMENTS

Should any disputes arise under this Agreement, the parties agree that:

- A. prior to initiation of litigation, the parties shall meet to attempt to resolve the dispute. The results of the meeting shall be memorialized in writing signed (either manually or electronically) by the head of each party; and
- B. prior to initiation of discovery or the filing of a dispositive motion in litigation, the parties shall participate in mediation. The mediator may either be selected by the parties, or each party shall designate an unrelated party, who together shall select an unrelated third party, and the majority shall select the mediator, or one selected by a court of competent jurisdiction; and
- C. Any litigation shall be filed in a Federal court of competent jurisdiction.

VII. GENERAL PROVISIONS

- A. **Assignment.** This Spectrum Manager Lease Agreement is not an assignment, sale, or transfer of FirstNet's license for Call Sign WQQE234. This Spectrum Manager Lease Agreement shall not be assigned to any entity that is ineligible or unqualified to enter into a spectrum lease agreement. The Licensee shall not consent to an assignment of this Agreement unless such assignment complies with applicable FCC rules and regulations.
- B. **Notices.** The parties agree that if there is a change regarding the information in this Agreement, the party making the change shall provide written notice to the other party. Such notices may be provided by U.S. mail, facsimile, or in person to the contacts as set forth below.

The contacts of each party of this Agreement are:

For Licensee:

FirstNet

For Lessee:

LA-RICS Authority

SPECTRUM MANAGER LEASE AGREEMENT - LA-RICS AUTHORITY

PSA *BA*

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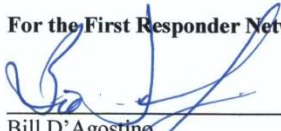
Bill D'Agostino
General Manager
National Telecommunications and
Information Administration (NTIA)
1401 Constitution Avenue
Washington, DC 20230

Patrick Mallon
Executive Director
2525 Corporate Place, Suite 200
Monterey Park, CA 91754

- C. **Representations and Warranties.** Each Party to this Spectrum Lease represents and warrants to the other that each of them has the requisite authority and has taken all action necessary in order to execute and deliver this Spectrum Lease.
- D. **Governing Law.** This Spectrum Lease shall be governed by Federal law.
- E. **Subject to the Availability of Funds.** This agreement is subject to the availability of funds in accordance with Federal Appropriations law or if required by changes in State law, or because of court order, or because of insufficient appropriations made available the California State Legislature for the performance of this Agreement.
- F. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
- G. **Integration.** This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by both parties.
- H. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- I. **Most Favored BTOP Lessee.** The spectrum usage rights granted to the Lessee to operate on the FirstNet Spectrum in this Agreement will be no less favorable than those granted to any other BTOP lessee by FirstNet. In the event FirstNet offers more favorable terms to another BTOP lessee, FirstNet will notify the Lessee promptly and provide Lessee the option of amending this Agreement such that it contains the more favorable term.

This Agreement may be executed originally or by facsimile signature in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

For the First Responder Network Authority:



Bill D'Agostino
General Manager
First Responder Network Authority

Date: 7-1-13

For LA-RICS Authority:



Patrick Mallon
Executive Director
LA-RICS Authority

Date: 7-1-13

AUTHORITY'S ADMINISTRATION

AUTHORITY EXECUTIVE DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

AUTHORITY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

AUTHORITY WORK ORDER PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

NOTICES TO AUTHORITY:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

CONTRACTOR'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

JURY SERVICE ORDINANCE

**Not attached to this Sample Master
Agreement**

**(Refer to Appendix G, Jury Service
Ordinance, attached to the RFSQ)**

CONTRACTOR ACKNOWLEDGEABLE AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to the Authority with the executed Master Agreement.)

CONTRACTOR NAME

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the Los Angeles Regional Interoperable Communications System Authority (Authority) to provide certain services to the Authority. The Authority requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the Authority, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or Authority employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other Authority vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

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

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

Signature

Printed Name

Position

Date

CONTRACTOR EMPLOYEE ACKNOWLEDGEABLE AND CONFIDENTIALITY AGREEMENT

(Note: If needed and require by the Authority pursuant to a Request for Bid, this certification is to be executed and returned to the Authority with the Contractor's executed Work Order. Work cannot begin on the Work Order until the Authority receives this executed document should this document be required.)

CONTRACTOR NAME

Employee Name

GENERAL INFORMATION:

Your employer referenced above has entered into a Master Agreement with the Los Angeles Regional Interoperable Communications System Authority (Authority) to provide certain services to the Authority. The Authority requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the Authority for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the Authority by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from Authority pursuant to any agreement between any person or entity and the Authority.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the Authority, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the Authority, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the Authority and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the Authority. In addition, I may also have access to proprietary information supplied by other vendors doing business with the Authority. The Authority has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am

involved in Authority work, the Authority must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the Authority. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between my employer and the Authority. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the Authority, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than my employer or Authority employees who have a need to know the information. I agree that if proprietary information supplied by other Authority vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Master Agreement or termination of my employment with my employer, whichever occurs first.

Signature

Printed Name

Position

Date

SAFELY SURRENDERED BABY LAW

**Not attached to this Sample Master
Agreement**

**(Refer to Appendix K, Safely
Surrendered Baby Law, attached to the
RFSQ)**

IRS NOTICE 1015

**Not attached to this Sample Master
Agreement**

**(Refer to Appendix J, IRS Notice 1015,
attached to the RFSQ)**

**DEFAULTED PROPERTY TAX
REDUCTION PROGRAM**

**Not attached to this Sample Master
Agreement**

**(Refer to Appendix H, Defaulted Property
Tax Reduction Program, attached to the
RFSQ)**

**RFSQ TRANSMITTAL TO REQUEST A
SOLICITATION REQUIREMENTS REVIEW**
*A Solicitation Requirements Review must be received by the Authority
within 10 business days of issuance of the solicitation document*

Vendor Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the Authority not receiving the best possible responses

I understand that this request must be received by the Authority within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For Authority use only

Date Transmittal Received by Authority: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Vendor: _____

GRANT FUNDING REQUIREMENTS

1. Funding Resources

The parties anticipate that various government Funding Resources, including municipal, State, federal and/or local grants or other funds, will be used to pay for LA-RICS, including each Deliverable under the Agreement. Certain federal and/or state grant programs that may provide Funding Resources include, but are not limited to, those listed in this Section 1. This list of Funding Resources is not exhaustive and additional Funding Resources may be used to fund portions of the Agreement.

1.1 State Homeland Security Program ("SHSGP")

SHSGP was authorized by the USA Patriot Act of 2001 (Public Law 107-56) and the Department of Homeland Security Appropriations Act of 2005 (Public Law 108-334). Further information concerning this grant may be found at ojp.usdoj.gov/odp, dhs.gov, fema.gov/government/grant, homeland.ca.gov, grants.gov and at CFDA Number 97.067.

1.2 Urban Area Security Initiative ("UASI")

UASI was authorized by the USA Patriot Act of 2001 (Public Law 107-56) and the Department of Homeland Security Appropriations Act of 2005 (Public Law 108-334). Further information concerning this grant may be found at fema.gov/government/grant, dhs.gov, grants.gov and at CFDA Number 97.067.

1.3 Broadband Technology Opportunities Program ("BTOP")

The American Recovery and Reinvestment Act (Public Law 111-5) provided the Department of Commerce's National Telecommunications and Information Administration (NTIA) and the U.S. Department of Agriculture's Rural Utilities Service (RUS) with \$7.2 billion to expand access to broadband services in the United States. Of those funds, the Act provided \$4 billion to NTIA to support the deployment of broadband infrastructure, enhance and expand public computer centers, encourage sustainable adoption of broadband service, and develop and maintain a nationwide public map of broadband service capability and availability. Further information may be found at: <http://www2.ntia.doc.gov/>.

2. General

2.1 Funding of Agreement

Funding for all periods of this Agreement is subject to the continuing availability of federal grants or other funds for the LA-RICS Project. This Agreement may be terminated in accordance with Paragraph 10 (Grant Funding Requirements) of the Agreement upon a loss or reduction of grant funds or other applicable Funding Resources.

2.2. Payment to Contractor

2.2.1 The Authority makes no commitment to fund this Project other than as stated in Paragraph 51.0 (Termination for Non-Appropriation of Funds) of the Agreement. The Authority shall review Contractor's performance on a periodic basis. If Contractor does not meet its performance measures, the Authority may, to the extent required or permitted under the Funding Resources, unilaterally reduce the compensation due to Contractor in compliance with the provisions set forth in the Agreement upon written notice to Contractor and as set forth by a written amendment to the Agreement.

2.2.2 Contractor shall be paid only for necessary, reasonable, allocable and allowable expenses incurred under the Agreement.

If not on an advanced payment plan, Contractor shall request reimbursements by submitting detailed invoices as required by the Authority. Contractor shall be reimbursed after the Authority has received the all required documents and after the Authority determines that Contractor has incurred and expended funds for reasonable and allowable costs under the Agreement.

3. Compliance With State And Federal Requirements

3.1 Requirements Applicable To All Grant Agreements

Contractor shall comply with all applicable requirements of state, federal and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing the Agreement. Contractor shall comply with state and federal laws and regulations pertaining to labor, wages, hours and other conditions of employment. Contractor shall comply with new, amended or revised laws, regulations and/or procedures that apply to the performance of the Agreement. These requirements include, but are not limited to, those listed below in this Section 3.

3.2 Office of Management and Budget (OMB) Circulars

Contractor shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies, OMB Circular A-110 and/or 2 CFR 215 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

3.3 Single Audit Act

If federal funds are used in the performance of the Agreement, Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq. and any administrative

regulation or field memos implementing the Act. The provisions of this section shall survive expiration or termination of the Agreement.

3.4 Americans with Disabilities Act

Contractor hereby certifies that it shall comply with the Americans with Disabilities Act 42, USC §§ 12101et seq. and its implementing regulations. Contractor shall provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Contractor shall not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Contractor relating to this Agreement shall be subject to the provisions of this section.

3.5 Political and Sectarian Activity Prohibited

3.5.1 None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office or for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to the Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

3.5.2 If the Agreement provides for more than \$100,000 in grant funds or more than \$150,000 in loan funds, Contractor shall submit to the Authority a completed Attachment A (Certification Regarding Lobbying), if required, in accordance with 31 USC § 1352 and Department of Commerce implementing regulations published at 15 CFR Part 28, "New Restrictions on Lobbying." No funds will be released to Contractor until the Certification is filed.

3.5.3 Contractor shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Contractor. Contractor shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

3.6 Subcontracts and Procurement

3.6.1 Contractor shall comply with applicable federal standards in the award of any subcontracts. For purposes of the this Agreement, subcontracts shall include but not be limited to, purchase agreements, rental and lease agreements, third party agreements, consultant service contracts and construction subcontracts.

3.6.2 Contractor shall ensure that the terms of the Agreement are incorporated into all its subcontract agreements. Contractor shall submit all its subcontractor agreements to the Authority for review prior to the release of any funds to the subcontractor. Contractor

shall withhold funds to any of its subcontractor that fails to comply with the terms and conditions of the Agreement and the respective Contractor's agreement.

3.7 Labor

- 3.7.1 Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).
- 3.7.2 Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7) as supplemented in the Department of Labor regulations (29 CFR Part 5), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874) as supplemented in the Department of Labor regulations (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) as supplemented in the Department of Labor regulations (29 CFR Part 5), regarding labor standards for federally assisted construction sub agreements.
- 3.7.3 Where labor is required for public works as part of any requirements covered by this Agreement and as such is defined by the California Labor Code, Contractor shall pay no less than the applicable prevailing wages specified. Copy of prevailing wage rates is available for perusal on request.
- 3.7.4 Contractor shall comply with the Federal Fair Labor Standards Act (29 USC § 201) regarding wages and hours of employment.
- 3.7.5 None of the funds shall be used to promote or deter union/labor organizing activities. CA Government Code Sec. 16645 et seq.
- 3.7.6 Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).
- 3.7.7 Contractor shall comply with the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code of California, the California Child Labor Laws and all other applicable statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.

3.8 Civil Rights

Contractor shall comply with all federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. §2000d, and implementing regulations), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 CFR, Part 84), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and

Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance; and (l) Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. §2000e).

3.9 Environmental

- 3.9.1 Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

- 3.9.2 Contractor shall comply with environmental standards which may be prescribed pursuant to the following, as applicable: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514 and 12898; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523) and the California Safe Drinking Water and Toxic Enforcement Act of 1986; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) Section 508 of the Clean Water Act (38 U.S.C. §§1360 et seq.); and (k) Environmental Protection Agency regulations (40 CFR Part 15).

- 3.9.3 Contractor shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

- 3.9.4 Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4822 et seq.) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

- 3.9.5 Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) that restores and maintains the chemical, physical and biological integrity of the nation's waters.
- 3.9.6 Contractor shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this Project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 3.9.7 Contractor ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §§21000 et seq., and California Code of Regulations, Title 14, Chapter 3, Section 15000-15007, including but not limited to as amended by Assembly Bill 1486 (2012), and is not impacting the environment negatively.
- 3.9.8 Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- 3.9.9 Contractor shall comply, as applicable, with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.
- 3.9.10 Contractor shall comply with all applicable federal, state, and local environmental and historical preservation (EHP) requirements. Failure to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Contractor will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements.
- 3.9.11 Contractor shall assist the Authority in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these Grant funds.

3.10 Preservation

Contractor shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.) and Section 7 of the Endangered Species Act (16 U.S.C. 1531 et seq.).

3.11 Suspension and Debarment

Contractor shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Contractor shall submit a Certification Regarding Debarment required by Executive Orders 12459 and 12689, and any amendment thereto. Said Certification shall be

submitted to the Authority concurrent with the execution of the Agreement and shall certify that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all its Subcontractors shall certify accordingly. Contractor shall immediately inform the Authority if it is debarred or becomes debarred during the term of the Agreement.

3.12 Drug-Free Workplace

Contractor shall comply with the Federal Drug-Free Workplace Act of 1988, 41 USC §§701 et seq., 28 CFR Part 67 and Department of Commerce implementing regulations published at 15 CFR Part 29, "Government-wide Requirements for Drug-Free Workplace (Financial Assistance)" (published in the Federal Register on November 26, 2003, 68 FR 66534), which require that Contractor take steps to provide a drug-free workplace; and the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357.

3.13 Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, the recipient agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds, complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

3.14 Animal Welfare

Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et. seq.).

3.15 Public Law 110-161

Contractor shall ensure, pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161), that grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et Seq.) or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall grant funds be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC 13212).

3.16 Public Law 103-227

Contractor must comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private

residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

3.17 Public Law 103-333

Contractor shall assure, pursuant to Public Law 103-333, to the extent practicable, that all equipment and products purchased with funds made available under the Agreement shall be American made.

3.18 Faith-Based Activities

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in this grant-funded program. However, a Contractor that participates in a grant-funded program shall comply with the following provisions if it is deemed to be a religious or faith-based organization.

- 3.18.1 Contractor may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Contract. If Contractor conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Contract, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.
- 3.18.2 A religious or faith-based Contractor will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct grant funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. A religious or faith-based Contractor may use space in their facilities to provide grant-funded services, without removing religious art, icons, scriptures, or other religious symbols. A religious or faith-based Contractor retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

3.19 USA Patriot Act of 2001

All recipients of financial assistance will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175–175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The USA PATRIOT Act also establishes restrictions on access to specified materials. Restricted persons, as defined by the USA PATRIOT Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

3.20 Trafficking Victims Protection of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104), located at 2 CFR Part §175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient

- a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- b. Procures a commercial sex act during the period of time that the award is in effect; or
- c. Uses forced labor in the performance of the award or sub-awards under the award. Full text of the award term is provided at 2 CFR §175.15.

3.21 Fly America Act of 1974

All recipients of financial assistance will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942

4. Audits and Inspections Applicable to All Grants

4.1 Records Inspection

At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, and the Auditor General of the State of California, through any of its authorized representatives, or the Authority, may deem necessary, Contractor shall make available for examination, all of its records with respect to all matters covered by the Agreement. The Authority, the U.S. Comptroller General and the Auditor General of the State of California, through any authorized representative, shall have the authority to audit, examine and make excerpts, or transcripts from records, including all Contractor's and its subcontractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the Agreement. Contractor shall provide any reports to the Authority requested by any Funding Resource regarding performance of the Agreement.

4.2 Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the Authority with respect to all matters covered on file for all documents specified in the Agreement. Original forms are to be maintained on file for all documents specified in the Agreement. Such records shall be retained for a period of five (5) years after termination of the Agreement and after final disposition of all pending matters. "Pending matters" shall include, but are not limited to, an audit, litigation or other actions involving records. The Authority may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by the Agreement, shall at all times be retained in the location specified in Section 42 (Records and Audits) of the Master Agreement.

4.3 Right to Access

Access by the Authority, the State of California, the Department Homeland Security, the Department of Commerce, the Comptroller General of the United States, the Offices of the Inspector General or any of their duly authorized representatives to any books, documents, papers and records (including computer records) of Contractor which are directly pertinent to charges to the Project, shall not be denied in order to conduct audits and examinations and make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

4.4 Reporting

Contractor agrees to provide any reports requested by the Authority regarding performance of the Agreement and comply with all reporting, data collection and evaluation necessary to complete grant reporting requirements as detailed in Recovery Act Grant requirements and Statutes and Regulations Applicable to the Homeland Security Grants.

4.5 Failure to Comply

The Authority reserves the right to impose any or all of the following sanctions for Contractor's failure to comply with the Single Audit Act and the provisions of the Agreement:

- a. Withhold a percentage of payments, at the Authority's sole discretion, until the audit is completed satisfactorily and submitted to the department;
- b. Suspend payments due to Contractor until the audit is completed satisfactorily and submitted to the Authority; and/or
- c. Impose provisions of Section 47.0 (Termination for Default), Section 10.0 (Grant Funding Requirements) and Section 31.0 (Liquidated Damages) or other applicable provisions of the Agreement as set forth therein.

4.6 Excerpts and Transcripts

The Authority, Auditor General of the State of California, Grantor, Director of the Office of Civil Rights and the U.S. Comptroller General shall have the authority to audit, examine, and make excerpts or transcripts from records, including contracts, invoices, customer records and other records supporting the Agreement. Audits of earned funds are limited to determining if such funds were earned in accordance with the Agreement.

4.7 Physical Inspections

The Authority shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property, records and/or equipment used in the performance of the Agreement.

4.8 Notice of Fault

Should a fiscal or special audit determine that Contractor has earned funds which are questioned under the criteria set forth herein, Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the Authority's final determination of disallowed costs, in accordance with the procedures established under these Funding Requirements.

5. Prohibition of Legal Proceedings

Contractor is prohibited from using any Funding Resources received under the Agreement for the purpose of instituting legal proceeding against the Authority, its Members or their official representatives.

6. Participation of Small, Minority and Women's Business

Consistent with Executive Order Nos. 11625, 12432, and 12138, Contractor shall, and require its subcontractors to, provide opportunities for small, minority and women's businesses to participate in contracting and procurement activities generated under the Agreement. Contractor shall:

- a. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

- e. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

7. Other Grant Requirements

7.1 FEMA/OSHA Standards

Contractor agrees not to undertake any project or construction related activity prior to a full environmental and historic preservation (EHP) review. Failure to adhere to the EHP review will result in a non-compliance finding. Contractor agrees not to undertake any activity that has the potential to impact the EHP resources without the prior written approval of FEMA/OHS, including, but not limited to, communications towers, physical security enhancements, new construction and modifications to buildings that are 50 (fifty) years old or more. If ground disturbing activities occur during the Project implementation, the recipient must ensure monitoring of the ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease activity in that area and notify OHS/FEMA and the appropriate State Historic Preservation Office.

7.2 Publishing Documents

Contractor agrees that all publications created or published with funding from the applicable Funding Resources shall prominently contain the following statement: "This document was prepared under a grant from [APPLICABLE GRANT]. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the Grantor." Contractor also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by [SOURCE]."

7.3 Grant Modification

Contractor shall comply with any modification or additional requirements that may be imposed by law and future grant guidance and clarification of federal requirements.

7.4 DUNS Number

Contractor shall, and shall require its subcontractors to obtain and maintain its own Dun and Brad Street Data Numbering System ("DUNS") Number, which shall be kept current at all times during which Contractor and its subcontractor received Grant Funds.

7.5 Subcontract to a Federal Agency

Contractor shall not make any award and shall not permit its subcontractors to make any award to a federal department, agency, instrumentality, or employee thereof, unless prior written approval is obtain from the appropriate Grant Officer and the Authority.

8. Recovery Act Grant Requirements

8.1 Recovery Act: Buy American

If Funding Resources are used under this Agreement to construct, alter, maintain or repair a public building or public work, Contractor should be aware that the Recovery Act (in Section 1605) contains a "Buy American" provision that applies to iron, steel and manufactured goods, subject to certain exceptions. The provision is to be applied in a manner consistent with United States obligations under international agreements. Contractor shall comply, and shall require its subcontractors to comply with the terms of the ARRA Buy American Requirements, except for those components of the broadband infrastructure for which the Secretary of Commerce has granted a limited waiver. The Secretary of Commerce has granted a limited waiver of the Recovery Act's Buy American requirements with respect to certain broadband equipment that will be used in projects funded under the BTOP grant. A description of this equipment is included in the notice of waiver published in the Federal Register at 74 FR 31410 (July 1, 2009).

8.2 Recovery Act: Wage Rate Requirements Davis Bacon Act

- 8.2.1 Section 1606 of the Recovery Act (Pub. L. No. 111-5, 123 Stat. 115) requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts.
- 8.2.2 Contractor shall comply with The Davis-Bacon Act and the guidance found at 29 C.F.R. pts. 1, 3, and 5, such that any covered contract with a contractor or subcontractor in excess of \$2,000 for construction, alteration or repair (including painting and decorating) shall contain the contract clauses found in 29 C.F.R. 5.5(a), to ensure that all laborers and mechanics employed on the Project receive payment of not less than the prevailing wage.
- 8.2.3 Contractor shall obtain and maintain its official records documentation of weekly certified payroll reports and the Statement of Compliance in accordance with Section 1606 of the Recovery Act and the Davis-Bacon Act and related acts. Contractor is not required to submit this documentation except in response to a request for this information from the Authority or from the Grants Office.

8.3 Whistleblower Protection Act Requirement

- 8.3.1 Contractor shall comply with the Whistleblower Protection requirements of the American Recovery and Reinvestment Act (Recovery Act), Section 553 of Division A, Title XV, Public Law 111-5 which provides protection for employees of non-federal

employers including employees of state and local governments, contractors, subcontractors, recipients, and any other non-federal employers receiving Recovery Act fund recipients, making specified disclosures relating to possible fraud, waste, or abuse of Recovery Act funds. The act requires any non-federal employer receiving Recovery Act funds to post a notice of the rights and remedies provided under the Act. The Recipient shall post notice of employees rights and remedies for whistleblower protections provided under Section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) and shall include this notice requirement in all contracts with subrecipients, contractors, and subcontractors.

- 8.3.2 Recipients are reminded that the Office of Inspector General will verify the appropriate place of this poster as part of any field work conducted. Failure to display the poster may result in an audit finding. The poster can be downloaded from the following web site: <http://www.oig.doc.gov/recovery/whistleblower.html>.

8.4 Use of the American Recovery and Reinvestment Act Logo on Construction Signs

All projects which are funded by the Recovery Act shall display signage that features the Primary Emblem throughout the construction phase. The signage should be displayed in a prominent location on site. Some exclusions may apply. The Primary Emblem should not be displayed at a size less than 6 inches in diameter. Additional instructions regarding specifications may be found at: <http://www2.ntia.doc.gov/>.

8.5 Recovery Act One-Time Funding

Contractor understands and agrees that Recovery Act funding is intended to provide a one-time injection of funds for purposes of stimulating the American economy

8.6 Recovery Act: Limit on Funds

The Recovery Act specifically provides that funds may not be used by any state or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course or swimming pool.

8.7 Recovery Act: Use of Funds in Conjunction with Funds from Other Sources

Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate, to meet the reporting and other requirements of the Recovery Act and other applicable law. There can be no commingling of funds. (See "Accountability and Transparency under the Recovery Act," below.)

8.8 Accountability and Transparency Under the Recovery Act

8.8.1 Separate Tracking and Reporting of Recovery Act Funds and Outcomes

- 8.8.1.1 Consistent with the special purposes and goals of the Recovery Act, and its strong emphasis on accountability and transparency, it is essential that all funds from a

Recovery Act grant be tracked, accounted for and reported on separately from all other funds. Contractor must also be prepared to track and report on the specific outcomes and benefits attributable to use of Recovery Act funds.

8.8.1.2 Contractor agrees to track, account for, and report on all funds from this Recovery Act Grant award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including Grantor award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. Accordingly, Contractor's accounting systems must ensure that funds from this Recovery Act Grant are not commingled with funds from any other source. Contractor further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities.

8.8.1.3 Contractor understands and agrees that misuse of grant funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under a grant and civil and/or criminal penalties.

8.8.2 Quarterly Financial and Programmatic Reporting

8.8.2.1 Section 1512(c) of the Recovery Act sets out detailed requirements for quarterly reports that must be submitted within 10 days of the end of each calendar quarter. Receipt of funds will be contingent on meeting the Recovery Act reporting requirements.

8.8.2.2 Under this Recovery Act program, quarterly financial and programmatic reporting will be required and will be due within 10 calendar days after the end of each calendar quarter Contractor shall provide to the Authority data required to complete and submit financial and programmatic reports no later than the last day of each calendar quarter.

8.8.2.3 This Recovery Act Grant award requires Subrecipients to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided by this Grant. Information from these reports will be made available to the public.

8.8.2.4 Section 1512 of the Recovery Act requires quarterly reporting of all Recovery Act grant recipients and subrecipients. The Authority is required to comply with these reporting requirements using a template provided by the Department of Commerce to submit the requested data. In order to assist the Authority in complying with its reporting requirements regarding the use of Grant funds by the Contract, Contractor shall provide sufficiently detailed information regarding job creation in connection with its use of Grant funds to the Recipient on a quarterly basis. Contractor shall provide any additional information as may be necessary for the Authority to submit complete and full quarterly reports to the Department of Commerce. Contractor must maintain, and provide to the Recipient on a quarterly basis, auditable documentation supporting all reported data, including jobs data and provide copies to the Authority as requested. Documentation should provide evidence that i) Created/retained positions and overtime

hours are funded by Recovery Act awards, ii) Personnel are directly supporting Recovery Act projects and activities, and iii) Positions meet the criteria for "created"/"retained" positions and overtime hours.

8.8.2.5 Recommended documentation includes: old and new organizational charts; new position descriptions; job postings, offer letters and acceptance forms; staffing lists; timecards and payroll records; budget comparisons and/or projections before and after the Recovery Act award date; formal layoff recommendations and retractions (memos, reports); minutes of formal meetings where official budget decisions are made; and employee activity reports.

8.8.2.6 Reporting information shall be submitted to the Authority in accordance with the following reporting schedule:

Reporting Period	Due Date
July 1 – September 31	October 5th
October 1 – December 31	January 5th
January 1 – March 31	April 5th
April 1 – June 30	July 5th

8.8.2.7 Contractor understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of Grant funds, and repayment by Contractor to the Authority of any unlawful expenditure.

8.8.2.8 To obtain the Grant funds, the grantors required an authorized representative of the Authority to sign certain promises and special conditions regarding the way the Grant funds would be spent ("Special Conditions"). By signing these Special Conditions, the Authority became liable to the Grantor for any funds that are used in violation of the Grant requirements. Contractor shall be liable to the Grantor for any funds the Grantor determines Contractor used in violation of these Special Conditions. Contractor shall indemnify and hold harmless the Authority for any sums the Grantor determines Contractor used in violation of the Special Conditions.

8.8.3 Contractor Reports

Not later than 5 days after the end of each calendar quarter, Contractor shall submit a report to the Authority that contains:

- a. The total amount of recovery funds received from that agency;
- b. The amount of recovery funds received that were expended or obligated to projects or activities;
- c. A detailed list of all projects or activities for which recovery funds were expended or obligated, including:

- d. The name of the project or activity;
- e. A description of the project or activity;
- f. An evaluation of the completion status of the project or activity;
- g. An estimate of the number of jobs created and the number of jobs retained by the project or activity; and
- h. For infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment; and
- i. Detailed information on any subcontracts or sub-grants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

8.8.4 Monitoring of Subcontractors

All Contractors should bear in mind that any recipient of grant funds will be responsible for monitoring of sub-contracts under the Funding Resources in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide. Primary Contractor will be responsible for oversight of sub-contractors spending and monitoring of specific outcomes and benefits attributable to use of Recovery Act funds

8.8.5 Reporting Fraud, Waste, Error and Abuse

- 8.8.5.1 Contractor shall promptly refer to the Department of Commerce Inspector General any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Referrals can be made online at <http://www.oig.doc.gov/oig/hotline/000016.html> or by calling 1-800-424-5197.
- 8.8.5.2 The Recovery Act provides certain protections against reprisals for employees of non-federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to Section 1553 of the Recovery Act.

9. Statutes and Regulations Applicable to the Homeland Security Grant Program (UASI and SHSGP)

9.1 Applicable Statutes and Regulations

Contractor shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Contractor shall, as applicable, comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of the Agreement. These requirements include, but are not limited to:

- 9.1.1 Title 28 CFR Part 66 and 70; EO 12372; Current edition of the OJP Financial Guide (M71 00.1); Current edition of the OJP Financial Guide (M71 00.1); Current edition of the DHS Financial Management Guide; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, Urban Areas Security Initiative Grant Program II; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights Regulations; Title 2 CFR Parts 215, 225, 220, and 230; Title 44 CFR, including part 13; Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations; DHS Grant Guidance for each applicable grant year; CalEMA Supplement and CalEMA Grant Assurances for year applicable grant year; DHS Information Bulletins; and GMMs.
- 9.1.2 Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of the Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.
- 9.1.3 Provisions of Title 2, 6, 28, 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination; Part 61, Procedures for Implementing the National Environmental Policy Act; part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; federal laws or regulations applicable to Federal Assistance programs; part 69, New Restriction on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).
- 9.1.4 Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable federal laws, orders, circulars, or regulation

9.2 Use of DHS Seal, Logo and Flags

All recipients of financial assistance must obtain DHS' approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the 16 United States Coast Guard seal, logo, crests or reproductions of flags or likeness of Coast Guard officials.

10. Non-Compliance

Contractor understands that failure to comply with any of the above requirements as they relate to the work contemplated under this Agreement may result in suspension, termination or reduction of grant funds, and repayment by the Contractor to the Authority of any unlawful expenditure.

11. Conflict of Interest

11.1 General

Contractor warrants and represents that none of its directors, officers, employees or agents shall participate in selecting or administrating any subcontract supported (in whole or in part) by federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractor is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

- a. A member of such person's immediate family or domestic partner or organization has a financial interest in the subcontract;
- b. The Contractor is someone with whom such person has or is negotiating any prospective employment; or
- c. The participation of such person would be prohibitive by the California Political Reform Act, California Government Code Section 8711 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

11.2 Definitions

11.2.1 Immediate Family

The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son , daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.

11.2.2 Financial or Other Interest

The term "financial or other interest" includes but is not limited to:

- a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
- b. Any of the following interests in the Contractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

11.3 Representations

- 11.3.1 Contractor further covenants that no officer, director, employee or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential Contractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee or agent).
- 11.3.2 Contractor shall not subcontract with a former director, officer or employee within a one (1) year period following the termination of the relationship between said person and Contractor.
- 11.3.3 Prior to obtaining the Authority's approval of any subcontract, Contractor shall disclose to the Authority any relationship, financial or otherwise, direct or indirect, of Contractor or any of its officer, directors or employees or their immediate family with the proposed Contractor and its officer, directors or employees.
- 11.3.4 For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and federal regulations regarding conflict of interest.
- 11.3.5 Contractor warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining the Agreement.
- 11.3.6 Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this Project during his/her tenure as such employee, member or officer or for one year thereafter.
- 11.3.7 Contractor shall incorporate the foregoing subsections of this section into every agreement that it enters into in connection with this Agreement.

12. Miscellaneous

12.1 Travel Expenses

To the extent compensation for travel expenses is allowed under the Agreement, Contractor shall be compensated for Contractor's reasonable travel expenses incurred in the performance of the Agreement, to include travel and per diem, unless otherwise

expressed. Contractor's total travel for in-state and/or out-of-state and per diem costs shall be included in the contract budget(s). All travel including out-of-state travel not included in the budget(s) shall not be reimbursed without prior written authorization from the Authority.

12.2 Obligations Binding on Subcontractors

Contractor shall require all Subcontractors to comply with the applicable obligations of this Exhibit F, by incorporating the terms of this Exhibit F into all subcontracts.

12.3 Inventions, Patents and Copyrights

12.3.1 Reporting Procedure for Inventions

If any project of Contractor funded under this Agreement produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, Contractor shall report the fact and disclose the Invention promptly and fully to the Authority. The Authority shall report the fact and disclose the Invention to the each federal and state granting agency ("Grantors"). Unless there is a prior agreement between the Authority and Grantors, Grantors shall determine whether to seek protection on the Invention. Grantors shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Contractor hereby agrees to be bound by the Policy, will contractually require its personnel to be bound by the Policy, and will consult with the Authority and Grantors regarding allocation of any patent rights that arise from, or are purchased with, Grant Funds.

12.3.2 Rights to Use Inventions

The Authority and Grantors shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

12.3.3 Copyright Policy

12.3.3.1 Unless otherwise provided by the terms of the Grantors or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author, the Authority or Grantors, at Grantors and Authority's discretion, may copyright the Material. If the Grantors and Authority decline to copyright the Material, the Grantors and Authority shall have an unencumbered right, and a non-exclusive,

irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.

12.3.3.2 Grantors shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to manufacture, improve upon, reproduce, publish, or otherwise use, and authorize others to use, for Federal Government purposes: (a) any Material developed under this Agreement and (b) any rights of copyright to which Contractor purchases ownership with Grant Funds.

12.3.3.3 Contractor shall comply with 24 CFR 85.34.

12.3.4 Rights to Data

The Grantors and the Authority shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantors acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

12.3.5 Obligations Binding on Subcontractors

Contractor shall require all its subcontractors funded by Grant Funds to comply with the obligations of this section by incorporating the terms of this section into all contracts and subcontracts.

13. Public Safety Broadband and FCC Requirements

13.1 FCC Compliance

13.1.1 Contractor shall comply with all applicable Federal Communications Commission's (FCC) waiver and other orders, rule, regulations and public notices related to the project or the 700 MHz public safety broadband spectrum (758-768 MHz and 788-798 MHz) issued by the FCC, the Emergency Response Interoperability Center (ERIC) or the Public Safety and Homeland Security Bureau (Bureau), including but not limited to, if applicable, Waiver Order in PS Docket 06-229, adopted on May 11, 2010 (FCC 10-79) and the FCC Technology Order adopted on December 10, 2010 (DA 10-2342). Contractor shall also comply with the Communications Act of 1934.

13.1.2 In addition, Contractor shall comply with any legislative or federal rule pertaining to the nationwide public safety broadband network.

13.1.3 Contractor shall immediately notify the Authority if it becomes or expects to become noncompliant with any FCC or communications law applicable to this project.

13.2 FirstNet Compliance

Contractor acknowledges that (a) FirstNet was created by the Tax Relief Act; (b) one of the fundamental goals of the Tax Relief Act is to deploy and operate a nationwide interoperable public safety broadband network under the authority of FirstNet; (c) although the nationwide architecture for that network has not yet been established, and the technical standards for the network continue to evolve, the PSBN, at some point, is contemplated to be a part of that network; (d) the Authority has entered into the Spectrum Manager Lease Agreement with FirstNet; (e) the Authority's BTOP Grant is conditioned upon the effectiveness of the Spectrum Manager Lease Agreement and the Authority's compliance therewith; (f) the Spectrum Manager Lease Agreement may be terminated for failure to comply with any of its material terms or a material breach of any of its terms and conditions; and (g) the Spectrum Manager Lease Agreement contains terms and conditions that apply to the Contractor, the PSBN, Contractor's other Work. Accordingly, Contractor agrees that the Contractor, the PSBN, and all other Work shall (i) comply with all terms and conditions of the Spectrum Manager Lease Agreement; (ii) do nothing that would constitute or cause a breach of any such terms and conditions or to interfere with the Authority's compliance therewith; and (iii) meet all requirements for the PSBN as provided for by the Spectrum Manager Lease Agreement. Further, to the extent the Authority, the PSBN, and/or other Work is required to do so, as a part of its Work under this Agreement, the Contractor shall (A) conform the PSBN or such other Work to the requirements of FirstNet; (B) provide all such assistance as is required by the Authority in order to respond to information requests of and/or coordinate with FirstNet; (C) fully cooperate and assist the Authority and/or the FirstNet; and (D) perform such other deliverables or work as described in this Agreement regarding FirstNet

13.3 Adjacent Jurisdictions

If requested, Contractor shall cooperate with Authority in complying with the requirements for coordination in the case of adjacent jurisdictions utilizing the public safety broadband spectrum to build out local networks, including: (a) before deployment, coordinating and addressing interference mitigation needs with any adjacent or bordering jurisdictions that also plan deployment; (b) memorializing in writing any agreement with adjacent or bordering jurisdictions and submitting the same to the FCC's Emergency Response Interoperability Center (ERIC) within 30 days of completion; and (c) notifying ERIC of any changes or updates to such agreements within 30 days.

13.4 Demonstration Network

Contractor shall participate in, and, if requested, shall assist Authority in participating in, the PSCR/DC Demonstration Network, including participation by Contractor through submission of its equipment to be evaluated under the test plans established by the National Institute of Standards and Technology.

13.5 Conformance Testing.

If requested, Contractor shall cooperate with Authority as necessary for Authority to perform conformance testing in consultation with a certified laboratory as required by the FCC Wavier

Order and FCC Technology Order, and to submit certification of conformance testing to the FCC.

13.6 Interoperability Testing

If requested, Contractor shall cooperate with Authority and provide Authority with information necessary for Authority to submit a plan for conducting interoperability testing on the interfaces specified in the FCC Waiver Order and in accordance with the requirements for interoperability testing as specified in the same.

13.7 Technical Requirements for Deployment

If requested, Contractor shall cooperate with Authority and provide Authority with information necessary to certify to ERIC that Authority will meet the approved initial set of technical requirements necessary for deployment, as required by the FCC Waiver Order and FCC Technology Order.

13.8 Plan for Significant Population Coverage.

If requested, Contractor shall cooperate with Authority and provide Authority with information necessary for Authority to submit a plan to the FCC for achieving significant population coverage within Authority jurisdiction within 10 years of service availability.

14. Instructions for Certification

14.1 Signature

By signing and submitting this document, including all Attachments hereto, the prospective recipient of Funding Resources is providing the certification as set out below.

14.2 Material Representation of Fact

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

14.3 Notification of Erroneous Certification

The prospective recipient of Funding Resources shall provide immediate written notice to the person or entity entering into the Agreement, if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

14.4 Definitions and Coverage

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12459 and 12689.

14.5 Contracts with Other Entities

The prospective recipient of Funding Resources agrees by submitting the proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

14.6 Inclusion of Clause

The prospective recipient of Funding Resources further agrees by submitting the proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

14.7 Lower Tiered Certification

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

14.8 Establishment of a System of Records

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

14.9 Available Remedies

Except for transactions authorized under Section 14.5 (Contracts with Other Entities) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment A – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Agreement Number:

Contractor/Borrower/Agency:

Name and Title of Authorized Representative:

Signature

Date

Attachment B – Certification Regarding Drug Free Workplace Requirements

Contractor certifies that it will provide a drug-free workplace, in accordance with the California Drug Free Workplace Act of 1990 (Title 2 Govt. Code of State of California §§8351 et seq.) by:

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

Establishing a drug-free awareness program to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. Contractor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- e. Making it a requirement that each employee to be engaged in the performance of the LA-RICS Project be given a copy of the statement required by Section 1 above.
- f. Notifying the employee in the statement required by Section 1 that, as a condition of employment under the LA-RICS Project, the employee will:
 - g. Abide by the terms of the statement, and
 - h. Notify Contractor of any criminal drug statute convictions for a violation occurring in the workplace no later than five days after such conviction.
 - i. Notifying the Authority within ten (10) days after receiving notice under Section 4.b from an employee or otherwise receiving actual notice of such conviction.
 - j. Taking one of the following actions, within thirty (30) days of receiving notice under Section 4.b with respect to any employee who is so convicted:
 - k. Taking appropriate personnel action against such an employee, up to and including termination.
 - l. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the provision of this certification.

Agreement Number:

Contractor/Borrower/Agency:

Name and Title of Authorized Representative:

Signature

Date

Form OCC/LW-1 (Rev. 6/04)

Attachment C – Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

Evidence of coverage's 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.

<input type="checkbox"/> Workers' Compensation – Workers' Compensation (WC) and WC Statutory Employer's Liability (EL)	WC Statutory EL _____
--	--------------------------

<input type="checkbox"/> Waiver of Subrogation in favor of LA-RICS	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act
--	---

<input type="checkbox"/> General Liability	\$ _____
--	----------

<input type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct
<input type="checkbox"/> Fire Legal Liability	<input type="checkbox"/> _____

<input type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	\$ _____
--	----------

<input type="checkbox"/> Professional Liability (Errors and Omissions) (Discovery Period 12 Months After Completion of Work or Date of Termination)	\$ _____
---	----------

<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)	\$ _____
--	----------

<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake	<input type="checkbox"/> _____

<input type="checkbox"/> Pollution Liability \$ _____	<input type="checkbox"/> _____ \$ _____
---	---

<input type="checkbox"/> Pollution Liability	\$ _____
--	----------

<input type="checkbox"/> Surety Bonds – Performance & Payment (Labor & Materials) Bonds	\$ _____
---	----------

<input type="checkbox"/> Crime Insurance	\$ _____
--	----------

Other: _____

**Attachment D – Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Orders 12459 and 12689, Debarment and Suspension, 24 CFR Part 24 Section 24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

(Read Attached Instructions for Certification before Completing)

The prospective recipient of Funding Resources certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the prospective recipient of Funding Resources is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Agreement Number:

Contractor/Borrower/Agency:

Name and Title of Authorized Representative:

Signature

Date

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

By signing and submitting this document, the prospective recipient of Funding Resources is providing the certification as set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Funding Resources knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective recipient of Funding Resources shall provide immediate written notice to the person(s) with whom he enters into this agreement, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12459 and 12689.

The prospective recipient of Funding Resources agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective recipient of Funding Resources further agrees by submitting the proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge

and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under Section 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment E – Management Representation

As a prerequisite to receipt of a Funding Resources funded Agreement and as material facts upon which the Authority may rely in preparing the Agreement, I, an authorized representative of Contractor, make the following representations:

I am responsible for the fair presentation of Contractor's financial records/reports in conformity with Generally Accepted Accounting Principles (GAAP) and have provided such records/reports accordingly to the Authority. I will make available to the Authority all related data and information. I am not aware of any material transactions that have not been properly recorded and disclosed.

True False

Contractor has adopted sound accounting policies and procedures in accordance with GAAP that include procedures for maintaining internal controls, and preventing and detecting fraud and abuse.

True False

I have advised and will continue to advise the Authority of any actions taken at meetings of Contractor's Board of Directors and Committees of the Board of Directors which may have a material impact on Contractor's ability to perform the Agreement.

True False

Except as recorded or disclosed to you herein, I know of no instances of:

Conflict of interests (direct or indirect), nepotism, related (direct or indirect) party transactions including revenues, expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.

True False

Guarantees, whether written or oral, under which Contractor is contingently liable.

True False

Actual, forthcoming or possible terminations of funding from regulatory agencies or other sources due to noncompliance, deficiencies or for any other reason, that would affect the financial records and/or continuing viability of Contractor as an on-going concern.

True False

I have no knowledge that a board member/s is/are also an employee of this Contractor whose salary costs are reimbursed under this agreement.

True False

I have no knowledge of and am not in receipt of any communication regarding allegations of fraud, suspected fraud or abuse affecting Contractor involving management, employees who have significant roles in internal control, or others where fraud/abuse could have a material effect on the financial records or performance of the Agreement.

True False

I have no knowledge of any allegations, written or oral, of misstatements or misapplication of funds in the Contractor's conduct of its financial affairs or in its financial records.

True False

I am not aware of any pending litigation, bankruptcy, judgment, liens and other significant issues that may threaten the financial viability, legal and continuing existence of Contractor.

True False

Contractor has satisfactory title to all assets being used in the LA-RICS Project, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.

True False

Contractor has complied with all aspects of contractual agreements, related laws and regulations that could have a material effect on the financial records, the program/s, or on the organization as a whole.

True False

I have properly reported and paid to the appropriate governmental agencies all payroll taxes due on employees' (LA-RICS Project related or otherwise) compensation.

True False

I have responded fully to all the Authority's inquiries related to Contractor's financial records and/or reports.

True False

I understand that the Authority's auditing and monitoring procedures of Contractor are limited to those which the Authority determines best meet its informational needs and may not necessarily disclose all errors, irregularities, including fraud or defalcation or illegal acts that may exist.

True False

I understand that the Authority's audit and monitoring reports are intended solely for use by Contractor and the other authorized parties, and are not intended for other purposes, unless otherwise required by law.

True False

If one or more of the above statements is found to be false, I understand that the Authority may terminate this Agreement immediately. I also understand that I have a continuing duty to report to the Authority any material factual change to any of these statements.

True False

Use this space to provide any additional information:

I declare under penalty of perjury that I have read the foregoing statements and they are true and complete to the best of my knowledge.

For (Name of Contractor): _____

Signature

(Person Authorized by the Board of Directors to Bind Corporation)

Printed Name

Title

Date Signed

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. “County” shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. “County Property Taxes” shall mean any property tax obligation on the County’s secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. “Department” shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. “Default” shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. “Solicitation” shall mean the County’s process to obtain bids or proposals for goods and services.
- G. “Treasurer-Tax Collector” shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 - 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

APPENDIX I
RFSQ NO. LA-RICS 010

DOING BUSINESS WITH US

Text Only

Enter a search term

Search

Frwxq| #Krp h | Krp h | Derxw#kk l#V lnh# | Rqcdqh#VhuyJfHV | HOp db | IDT | Sxedf#Lqir | Sxedf#Dduw | SuYdf |



L.A. county
ONLINE

To Enrich Lives Through Effective and Caring Service

Listing of Contractors Debarred in Los Angeles County

Vendor Name: ARROWHEAD EMANCIPATION PROGRAM
Alias:
Debarment Start Date: 7/8/2008 **Debarment End Date:** Permanently Debarred
Principal Owners and/or Affiliates: Irma F. Reed And Charlene Williams

Vendor Name: DAN KATANGIAN, AN INDIVIDUAL
Alias:
Debarment Start Date: 12/17/2013 **Debarment End Date:** 12/16/2018
Principal Owners and/or Affiliates:

Vendor Name: INSPECTION ENGINEERING CONSTR
Alias: Inspection Engineering Construction
Debarment Start Date: 6/13/2006 **Debarment End Date:** 6/12/2016
Principal Owners and/or Affiliates: Jamal Deaifi

Vendor Name: JOHN KATANGIAN, AN INDIVIDUAL
Alias:
Debarment Start Date: 12/17/2013 **Debarment End Date:** 12/16/2018
Principal Owners and/or Affiliates:

Vendor Name: KC BUILDING MAINTENANCE, INC.
Alias: Kim Y. Peak
Debarment Start Date: 7/31/2012 **Debarment End Date:** 7/31/2015
Principal Owners and/or Affiliates: Kimberly Y. Chung and Charles I. Chung

Vendor Name: KEY DISPOSAL, INC.
Alias:
Debarment Start Date: 12/17/2013 **Debarment End Date:** 12/16/2018
Principal Owners and/or Affiliates: John Katangian and Dan Katangian

Vendor Name: RELIABLE BLDG MAINTENANCE INC.
Alias:
Debarment Start Date: 7/31/2012 **Debarment End Date:** 7/31/2022
Principal Owners and/or Affiliates: Nam Min Cho, Sung Ok Cho, and Norman Cho

Vendor Name: SAEICO, INC.
Alias:
Debarment Start Date: 10/18/2011 **Debarment End Date:** 10/17/2016
Principal Owners and/or Affiliates: Godwin Iwunze, Sam Soho Nor

**APPENDIX I
RFSQ NO. LA-RICS 010**

Vendor Name: SAM SOHO NOR, AN INDIVIDUAL
Alias:
Debarment Start Date: 10/18/2011 **Debarment End Date:** 10/17/2019
**Principal Owners and/or
Affiliates:**

Vendor Name: DIAMOND CONTRACT SERVICES, INC.
Alias:
Debarment Start Date: 1/13/2015 **Debarment End Date:** 1/12/2020
**Principal Owners and/or
Affiliates:** Steve Walton and Russell Richey

Vendor Name: STEVE WALTON, AN INDIVIDUAL
Alias:
Debarment Start Date: 1/13/2015 **Debarment End Date:** 1/12/2020
**Principal Owners and/or
Affiliates:**

Vendor Name: RUSSELL RICHEY, AN INDIVIDUAL
Alias:
Debarment Start Date: 1/13/2015 **Debarment End Date:** 1/12/2017
**Principal Owners and/or
Affiliates:**

IRS NOTICE 1015

Latest version is available from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2013)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2013 are less than \$51,567 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2014.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

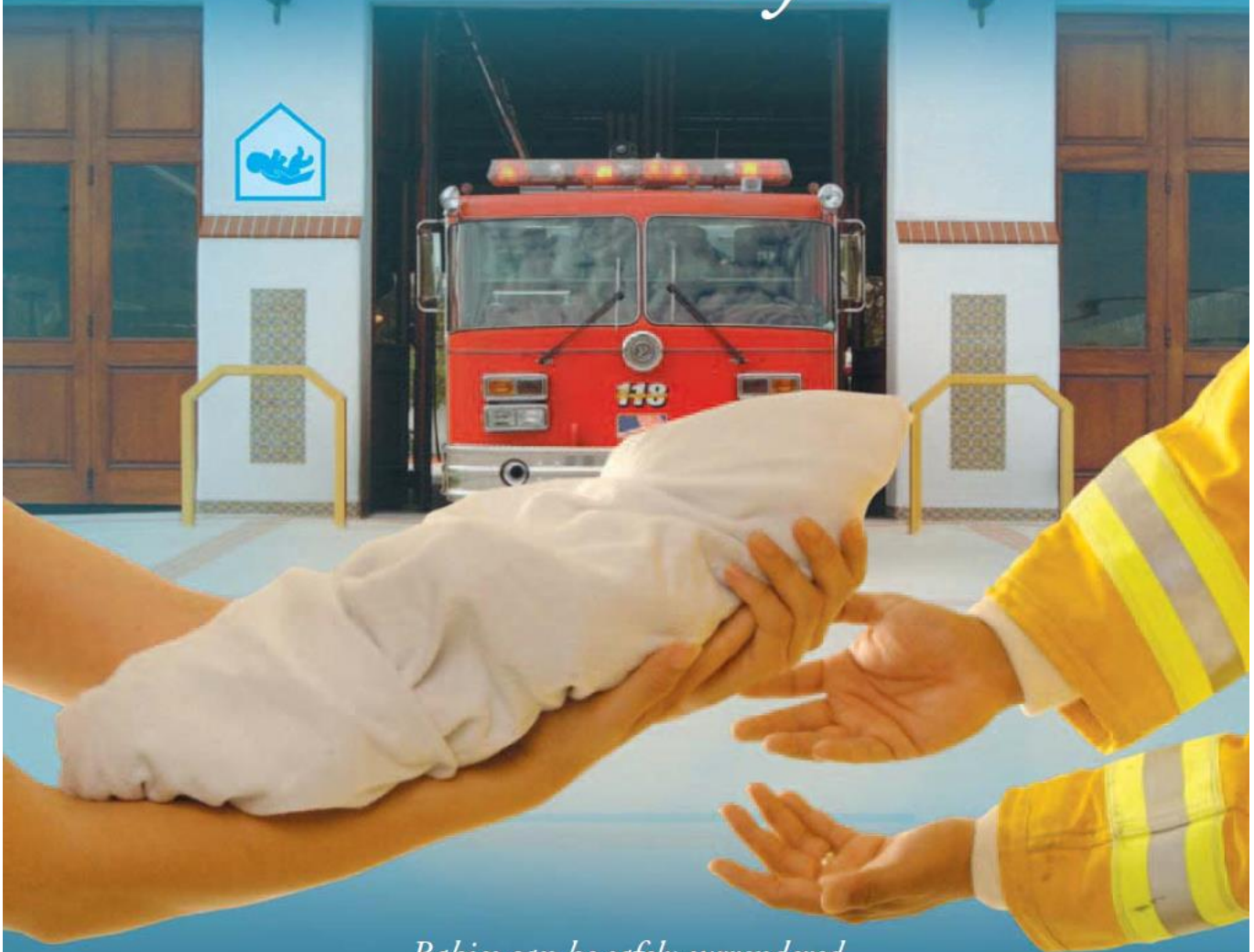
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2013)
Cat. No. 205991

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

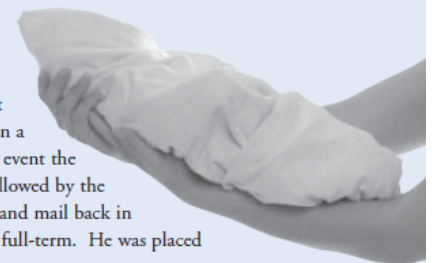
What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

