

0150-10625-0003

**T R A N S M I T T A L**

TO The Council	DATE 04/26/2022	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT All	

**Proposed Second Amendment to Contract No. C-133266 with Syncromatics Corp., dba GMV Syncromatics for Enhanced Transit Technology Services**

Approval for the Los Angeles Department of Transportation to execute the above amendment.  
Transmitted for your consideration.  
See the City Administrative Officer report attached.



MAYOR  
(Andre Herndon for)



for the procurement, installation, and integration of enhanced transit technology on the City's transit fleet vehicles with the following changes:

- extend the term of the Contract for six months through November 2022 followed by the option to extend on a month-to-month basis not to exceed an additional six months through May 2023;
- increase the contract ceiling by \$1,634,425 for a revised total of no more than \$9,832,246 in Proposition A Anti-Gridlock Transit Improvement Fund funding; and,
- update the City's Standard Provisions for City Contract (Rev 10/21 [v.4]), and contracting language as required by ordinance of all City contracts, and incorporate Attachments and Exhibits.

In 2019, following a Request for Proposals (RFP) process, the Mayor authorized LADOT to execute a contract with Syncromatics Corp. for two years with an optional one-year extension for a maximum of \$8,198,121 for technology upgrades, enhancements, integration and on-going support for the DASH and Commuter Express bus fleet. The contract term was executed from May 4, 2019 through May 4, 2021 with an option to extend one additional year to May 4, 2022. In April 2021, LADOT executed a First Amendment to extend the term of the contract through May 4, 2022 with no funding increase.

The current contract expires after May 4, 2022. LADOT states it is in the process of preparing a RFP to procure services for this scope and requests to execute a Second Amendment to extend the contract term and add funding in order to continue the services while the RFP is being prepared. The Department states that various impacts, including the COVID-19 pandemic, have caused delays in the RFP preparation process and that the requested extension will allow sufficient time for a new RFP and procurement of a contractor.

In accordance with Los Angeles Administrative Code Section 10.5(a), Council approval is required as the term of the contract exceeds three years.

## **BACKGROUND**

Since 2013, LADOT has contracted for enhanced transit technology services to provide real-time bus arrival predictions for riders through computer-aided dispatch and automatic vehicle location for the DASH and Commuter Express programs. The services also include the Automatic Voice Annunciator System, Automatic Passenger Counters, Security Camera System Software Integration, On-Board Public Information System, Integration of the TAP Card Validator, and other technology services.

Funding for the services to date has been provided by prior fiscal year Proposition A Anti-Gridlock Transit Improvement Fund budgets in the Smart Technology for DASH and Commuter Express Buses accounts. LADOT proposes to utilize funding in the Proposition A Fund account for Fiscal Year 2020-21 for Smart Technology for DASH and Commuter Express Buses (Account 94TA03) for the contract extension through May 4, 2023. Sufficient funds exist in the account.

## **FISCAL IMPACT STATEMENT**

There is no General Fund impact. Funding is provided by the Proposition A Local Transit Assistance Fund No. 385.

## **FINANCIAL POLICIES STATEMENT**

The recommendation complies with the City Financial Policies in that sufficient special fund revenues are available and eligible for this purpose.

Attachment

*MWS:SAM:06220060*

**SECOND AMENDMENT**

**TO**

**AGREEMENT C-133266**

**BETWEEN**

**THE CITY OF LOS ANGELES**

**AND**

**SYNCROMATICS CORP., DBA GMV SYNCROMATICS**

**FOR THE**

**PROCUREMENT, INSTALLATION, AND INTEGRATION OF**

**ENHANCED TRANSIT TECHNOLOGY**

**ON THE CITY'S TRANSIT FLEET**

**SECOND AMENDMENT TO AGREEMENT C-133266  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
SYNCROMATICS CORP. DBA GMV SYNCROMATICS  
FOR THE PROCUREMENT, INSTALLATION, AND INTEGRATION OF  
ENHANCED TRANSIT TECHNOLOGY ON THE CITY'S TRANSIT FLEET**

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**THIS SECOND AMENDMENT** to Agreement C-133226 between the City of Los Angeles (hereinafter referred to as the "City"), a municipal corporation, acting by and through the Department of Transportation (hereinafter referred to as "LADOT"), and Syncromatics Corp., dba GMV Syncromatics, a California corporation (hereinafter referred to as "Contractor"), collectively referred to as "Parties" and individually as "Party," is entered into with reference to the following:

**WITNESSETH**

**WHEREAS**, the City desires to continue the obtained services to procurement, installation, and integration of enhanced technology on LADOT's transit fleet; and

**WHEREAS**, on February 1, 2019, LADOT issued a Request for Proposals (RFP), in accordance with City Charter §372 seeking qualified contractors to perform said services; and

**WHEREAS**, on March 11, 2019, the Contractor submitted a proposal (hereinafter referred to as "Proposal") in response to the RFP; and

**WHEREAS**, the Contractor has the management and technical expertise and other assets necessary to function as the enhanced technology procurement, installation, and integration provider; and

**WHEREAS**, the City requested that the Contractor provide technology procurement, installation, and integration of enhanced transit technology on the LADOT transit fleet in the time and manner set forth in the RFP and Proposal; and

**WHEREAS**, the Parties entered into Agreement C-133226 on May 5, 2019, wherein the Contractor agreed to provide technology procurement, installation, and integration of enhanced transit technology on the LADOT transit fleet for a two-year term from May 5, 2019, through May 4, 2021 with one-year renewal option at the sole discretion of LADOT; and

**WHEREAS**, on April 7, 2021, entered into the First Amendment to Agreement C-133226 to exercise the one-year option and extend the term of the Agreement through May 4, 2022, based on LADOT needs, available funds, and the satisfactory performance by the Contractor; and

**WHEREAS**, LADOT is in the process of preparing new RFPs for these services, but requires continuation of the current Agreement until the new contract award; and

**WHEREAS**, LADOT desires in this Second Amendment to Agreement C133266 to a) extend the term of the Agreement by six (6) months, then month-to-month for a total period not to exceed twelve (12) months, b) adjust the compensation rate, c) increase the Agreement ceiling, d) update the Standard

Provisions for City Contracts (Rev. 10/21) [v.4], e) add contracting language as required by ordinance of all City contracts, and f) incorporate Attachments and Exhibits; and

**NOW, THEREFORE**, in consideration of the above premises, and the mutual covenants and agreements herein contained, the Parties agree as follows:

1. **Section I. INTRODUCTION AND CONDITIONS PRECEDENT**, Subsection B.1.a Representatives of the Parties and Service of Notices, is hereby amended in its entirety to read as follows:

Seleta J. Reynolds  
General Manager  
Los Angeles Department of Transportation  
100 South Main Street, 10<sup>th</sup> Floor  
Los Angeles, California, 90012

With copies to:

Mariana Valdivia  
Los Angeles Department of Transportation  
100 South Main Street, 10<sup>th</sup> Floor  
Los Angeles, California, 90012

2. **Section II, TERMS OF CONTRACT**, Subsection A.1, Contract Period, is hereby amended in its entirety, and Subsection A.3, "Termination during the Month-to-Month Extension," is hereby added immediately following A.2 to read as follows:

1. The Initial Term of this Agreement shall commence on May 5, 2019 ("Effective Date") and will end on May 4, 2022 unless otherwise terminated in accordance with the termination provisions herein. The City shall have the right to extend this Agreement for six months, from May 5, 2022 to November 4, 2022 ("Extension Period"), which the Parties hereby exercise. Thereafter, the City may extend this Agreement on a month-to-month basis for up to six months, after November 4, 2022, provided the City provides the Contractor with thirty (30) days written notice of its intent to exercise the City's right to the month-to-month extension.
2. **Termination during the Month-to-Month Extension.** If the City exercises its right to extend this Agreement on a month-to-month basis up to six months, beyond November 4, 2022, pursuant to Section II A.1, the City may terminate the extension prior to May 4, 2023, provided the City provides the Contractor with a written notice of its intent to terminate the Agreement no less than sixty (60) days prior to the actual termination date.

3. **Section IV, COMPENSATION**, Subsection A, is hereby amended in its entirety to read as follows:

- A. The City shall pay the Contractor for the satisfactory performance of the terms and conditions under this Agreement a not-to-exceed amount of \$9,832,246 as specified in Exhibit B -Cost Breakdown effective May 5, 2022, and subject to the following requirements below.

During the extension period, the City agrees to pay the Contractor an amount not to exceed \$1,634,425.

4. Effective the date of attestation by the City Clerk of this First Amendment, all references to Standard Provisions for City Contracts (Rev. 03/09) throughout the Agreement are hereby deleted and replaced with the following: Standard Provisions for City Contracts (Rev. 10/21) [v.4].

5. **Section VI, STANDARD CONTRACT PROVISIONS**, Subsection A, Standard Provisions for City Contracts, is hereby amended to read as follows:

By entering into this Agreement with the City, the Contractor agrees to abide by the Standard Provisions for City Contracts (Rev. 10/21) [v.4], attached hereto and incorporated herein as Attachment A.

6. **Attachment A, Standard Provisions for City Contracts**, is hereby replaced in its entirety by the Standard Provisions for City Contracts (Rev. 10/21) [v.4] attached hereto and incorporated herein as Attachment A.

7. The Agreement is hereby amended by adding a new **SECTION X, COVID-19 VACCINATION ORDINANCE** immediately following SECTION IX, DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NATIONAL RIFLE ASSOCIATION ORDINANCE, to read as follows:

Employees of the Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention.

Prior to assigning Contractor Personnel to perform In-Person Services, the Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. The Contractor shall retain such proof for the document retention period set forth in this Agreement. The Contractor shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments.

Furthermore, the Contractor shall immediately notify the City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

8. The Agreement is hereby amended by adding a new **SECTION XI, MUNICIPAL LOBBYING ORDINANCE**, immediately following SECTION X, COVID-19 VACCINATION ORDINANCE, to read as follows:

The Contractor is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the Contractor qualifies as a lobbying entity under Los Angeles Municipal Code §48.02. Agreements submitted without a completed CEC Form 50 by contractors that qualify as a lobbying entity under Los Angeles Municipal Code §48.02 may be subject to penalties, termination of the Agreement, and debarment.

9. The Agreement is hereby amended by adding a new **SECTION XII, FAIR CHANCE INITIATIVE FOR HIRING ORDINANCE**, immediately following SECTION XI, MUNICIPAL LOBBYING ORDINANCE, to read as follows:

The Contractor shall be subject to the Fair Chance Initiative for Hiring Ordinance (Contractors' **Fair Chance Initiative for Hiring Ordinance** Use of Criminal History for Consideration of Employment Applications Ordinance). The Ordinance provides, among other things, that contractors and/or subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post Fair Chance Initiative for Hiring Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

The Contractor seeking additional information regarding the requirements of the Fair Chance Initiative for Hiring Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

10. The Agreement is hereby amended by adding a new **SECTION XIII, CONTRACTOR PERFORMANCE EVALUATION ORDINANCE**, immediately following SECTION XII, FAIR CHANCE INITIATIVE FOR HIRING ORDINANCE, to read as follows:

At the end of this Agreement, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the Agreement. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

11. The Agreement is hereby amended by adding a new **SECTION XIV, ORDER OF PRECEDENCE**, immediately following SECTION XIII, **CONTRACTOR PERFORMANCE EVALUATION ORDINANCE**, to read as follows:

This Agreement, and any exhibits, attachments, or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the City and the

Contractor. In the event of any inconsistencies between the bodies of this Agreement and attachments, the order of precedence shall be as follows:

1. This Agreement between the City of Los Angeles and Syncromatics Corp., dba GMV Syncromatics and its Amendments;
  2. Attachment A – Standard Provisions for City Contracts (Rev. 10/21) [v.4];
  3. Attachment B - Procurement, Installation, and Integration of Enhanced Technology for City's Transit Fleet RFP
  4. Attachment C - Procurement, Installation, and Integration of Enhanced Technology for City's Transit Fleet RFP Addenda
  5. Attachment D - Contractor Proposal
12. Effective the date of attestation by the City Clerk of this First Amendment, all references to "RFP", "Addenda" and "Proposal."
- RFP (Attachment B)
  - Addenda (Attachment C)
  - Proposal (Attachment D)
13. Exhibit B. Cost Breakdown of the Agreement is hereby replaced in its entirety by Exhibit B - Cost Breakdown attached hereto.
14. Except as herein amended, all other terms and conditions of this Agreement shall remain in full force and effect.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**THE CITY OF LOS ANGELES**

**GMV SYNCROMATICS**

By: \_\_\_\_\_  
Seleta J. Reynolds  
General Manager  
Department of Transportation

By\*: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**  
MICHAEL N. FEUER, City Attorney

By\*\*: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Nagle  
Deputy City Attorney

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**  
HOLLY L. WOLCOTT, City Clerk

NOTE: If Contractor is a corporation, two signatures are required.

\*The signature of President, Chairman of the Board, or Vice President is required here; and  
\*\*an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

By: \_\_\_\_\_

Date: \_\_\_\_\_

City Agreement Number: C-133266-2

Council File Numbers: \_\_\_\_\_