

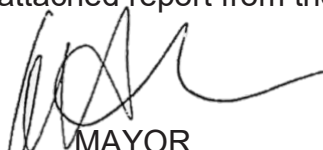
0150-12085-0000

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

TO The City Council	DATE 05/11/2022	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT ALL	

**Proposed Contract with 3Di, Inc. for Maintenance and Support Services  
of the MyLA311 Customer Relationship Management System.**

Transmitted for your consideration. The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). Please see the attached report from the City Administrative Officer.

  
MAYOR  
(Andre Herndon for)

**Report From**  
**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
**Analysis of Proposed Contract**  
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 05-10-22	C.D. No. All	CAO File No.: 0150-12085-0000				
Contracting Department/Bureau: Information Technology Agency (ITA)		Contact: Tita Zara (213) 978-3346					
Reference: Request from ITA dated April 14, 2022, referred for report on April 20, 2022.							
Purpose of Contract: Maintenance and support for the Citywide MyLA311 Customer Relationship Management System							
Type of Contract: (X) New contract ( ) Amendment		Contract Term Dates: February 3, 2022 through April 2, 2023 (14 months)					
Contract/Amendment Amount: \$ 1,000,000 Proposed amount \$ 1,000,000 + Prior award(s) \$ 0 = Total \$ 1,000,000							
Source of funds: General Fund – Contractual Services Account							
Name of Contractor: 3Di, Inc. Address: 3 Pointe Drive, Unit 307, Brea, CA 92821							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program			X
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance		X*	
4. Proposals have been requested		X		11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50		X*	
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55		X*	
7. Workforce that resides in the City: 13%				14. California Iran Contracting Act of 2010		X*	

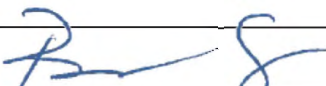
\* 3Di, Inc. will complete these documents prior to the execution of the Contract.

**RECOMMENDATION**

That the Council approve and authorize the General Manager of the Information Technology Agency, or his designee, to execute a contract with 3Di, Inc. (Contractor) for maintenance and support services of the MyLA311 Customer Relationship Management system for a term of 14 months retroactive beginning February 3, 2022 through April 2, 2023, with a total compensation amount of \$1 million, subject to the Contractor's submission of various contracting documents and the approval of the City Attorney.

**FINDINGS**

The Information Technology Agency (ITA) requests authority to execute a contract (Contract) with 3Di, Inc. for maintenance and support services of the MyLA311 Customer Relationship Management (CRM) system. The term of the proposed Contract is 14 months beginning February 3, 2022 through April 2, 2023, with a total compensation amount of \$1 million. The MyLA311 CRM system provides a unified means for City residents and business owners to request City services. Service requests can be submitted directly via the mobile app, an online form, email, social media, and chatbot and live chat

<b>Maria Ramos</b>	
MGR Analyst 11220103	Assistant City Administrative Officer

options. In addition, requestors can call 3-1-1 and call center agents can enter the request into the CRM system.

The Contractor was previously awarded a contract to develop the MyLA311 CRM system (C-122480, C.F. 16-0272). They were initially selected in 2013 and the system was launched internally in August 2015 for the 3-1-1 Call Center and the Department of Public Works. A phased approach was taken to fix system defects, make needed enhancements to the MyLA311 portal and mobile application, and support critical reporting environment development. The system went live for public usage in January 2016. Contract C-122480 was amended three times which extended the total contract term to nine years to allow for the completion and enhancement of the system and to continue essential system support and maintenance.

ITA is now requesting a new, sole source contract with the Contractor to provide continued maintenance and support of the servers and operating systems that support the MyLA311 platform while the Department prepares to engage in a competitive bid process that will replace the current MyLA311 platform (C.F. 21-0278).

The MyLA311 application servers are currently hosted on City owned equipment and in data centers located at the Public Works Building and City Hall East. The application servers, web servers, and database servers run Oracle software, Windows and Linux operating systems which require specific knowledge of the Oracle WebCenter, Siebel, and Database applications to support the MyLA311 architecture. ITA and the Bureau of Sanitation have approached the Contractor to provide system support, monthly maintenance, and patching for the software running on the servers. ITA relies on the Contractor to continue to provide its proprietary knowledge and skills to engage in patching, maintenance, and 24/7 support for the MyLA311 platform on both Android (Google) and iOS (Apple). As such, ITA states that the Contractor's experience in constructing and supporting the current MyLA311 platform and its various systems makes them the only vendor capable of performing the required support and maintenance services at competitive rates.

The Contract compensation amount shall not exceed \$1 million with approximately \$446,439 available in the current fiscal year for these services. Funding for the Contract is included in ITA's 2021-22 Budget within the Contractual Services Account. Pursuant to Section 1 of the Contract, the Contract is subject to termination by the City if funds are not appropriated for these services in the ensuing fiscal year commencing July 1.

ITA states that the Contractor will complete the Contractor Responsibility Ordinance Questionnaire, the Bidder Certification CEC Form 50, the Ethics CEC Form 55, and the Iran Contracting Act of 2010 Compliance Affidavit prior to the execution of the Contract. The Contractor has complied with all remaining applicable City contracting requirements. In accordance with Charter Section 1022, the Personnel Department determined that City employees do not have the expertise to perform the work under the proposed Contract as it requires extensive experience and knowledge of multiple Oracle platforms. In accordance to Los Angeles Administrative Code Section 10.5(b)2, Council approval of the proposed Contract is required as it is replacing an expired contract involving the same party with no new competitive process having been utilized with a resulting cumulative period of longer than three years and the annual expenditure of the proposed Contract exceeds \$169,418.

## **FISCAL IMPACT STATEMENT**

Funding for the proposed Contract is available in ITA's Contractual Services Account. The impact to the General Fund is limited to the availability of funds appropriated for this purpose.

## **FINANCIAL POLICIES STATEMENT**

The recommendation of this report is in compliance with the City's Financial Policies as current year and future year expenditures are limited to the appropriation of funds in the budget.

**TED M. ROSS**  
GENERAL MANAGER  
CHIEF INFORMATION OFFICER

**JOYCE J. EDSON**  
EXECUTIVE OFFICER

**MARYAM ABBASSI**  
ASSISTANT GENERAL MANAGER

**BHAVIN PATEL**  
ASSISTANT GENERAL MANAGER

**TITA ZARA**  
ACTING ASSISTANT GENERAL MANAGER

# CITY OF LOS ANGELES

CALIFORNIA



**ERIC GARCETTI**  
MAYOR



INFORMATION TECHNOLOGY AGENCY

CITY HALL EAST  
200 N MAIN ST, ROOM 1400  
LOS ANGELES, CA 90012  
213.978.3311

[ita.lacity.org](http://ita.lacity.org)

April 14, 2022

REF: FAS-117-22

Honorable Eric Garcetti  
Mayor, City of Los Angeles  
Room 303, City Hall  
Los Angeles, CA 90012

Attention: Heleen Ramirez, Legislative Coordinator

Subject: **REQUEST APPROVAL FOR PERSONAL SERVICES CONTRACT BETWEEN CITY OF LOS ANGELES – INFORMATION TECHNOLOGY AGENCY (ITA) AND 3DI, INC. FOR MYLA311 CRM PLATFORM MAINTENANCE AND SUPPORT SERVICES**

Dear Mayor Garcetti:

Attached for your review and approval is the draft sole source contract between the City of Los Angeles – Information Technology Agency and 3Di, Inc. for maintenance and support services of the MyLA311 platform. The contract term is for fourteen (14) months with an effective start date of February 3, 2022, and has a contract cap of one million dollars (\$1,000,000.00).

## **BACKGROUND**

The City sought to implement a 3-1-1 Customer Relationship Management (CRM) Platform to modernize constituent service request intake through fulfillment streamlining operations and enhancing customer service.

On February 5, 2013, the City entered into a sole source contract with 3Di, Inc. (C-122480) based on their unique and specialized knowledge derived from developing the web self-service interface for the Los Angeles Department of Water and Power (LADWP). The contract allowed the Department of Public Works – Bureau of Sanitation (BOS) to implement an automated system that interfaces with LADWP's billing system, and permitted ITA to develop a Citywide CRM Platform.

On August 5, 2015, the MyLA311 CRM platform was launched internally for the 3-1-1 Call Center and the Department of Public Works. With the platform up and running, a phased approach was taken to fix system defects, make needed enhancements to the MyLA311 portal and mobile application, and support critical reporting environment development.

Honorable Eric Garcetti

April 14, 2022

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On February 5, 2016, the City amended Contract C-122480 to extend the term for an additional two (2) years to allow ITA additional time to complete Phase 1 and finalize Phase 2 work. Phase 1 included the performance of system enhancements during the stabilization period to the MyLA311 CRM platform. Phase 2 allowed for ITA to use the system enhancements during Phase 1 in order to expand its mobile application to include the Los Angeles Department of Transportation (LADOT), elected officials' offices, Los Angeles Animal Services, and Department of Recreation and Parks.

On February 5, 2018, the City amended Contract C-122480 to extend the term for an additional three (3) years, and increased the cap of the contract by an additional three million dollars (\$3,000,000.00), for a total contract expenditure limit of seven million eight hundred thousand dollars (\$7,800,000.00). The purpose for the extension of the contract was to make Phase 1 enhancements, implement Phase 2 work, and continue system support and maintenance for the duration of the contract term. System improvements included the addition of features such as Sidewalk Repair Program service requests for Bureau of Engineering (BOE), Google Translation, and change of ownership of homeless encampments from Bureau of Street Services (BSS) to LA Sanitation. System improvements also included the Clean Streets LA Program for Office of Community Beautification and Smart Street Notification, mobile application user experience improvements, open data platform integration, and the formation of BSS performance reports.

On February 5, 2021, the City amended Contract C-122480 to extend the term for an additional twelve (12) months to continue essential system support and maintenance.

ITA is now requesting a new, sole source contract with 3Di, Inc., to provide continued maintenance and support of the servers and operating systems that support the MyLA311 platform while the department prepares to engage in a competitive bid process that will replace the current MyLA311 platform.

Currently, the MyLA311 application servers are hosted on City owned equipment and in data centers located at the Public Works building and City Hall East. The application servers, web servers, and database servers run Oracle software, Windows and Linux operating systems. These services also require specific knowledge of the Oracle WebCenter, Siebel, and Database applications to support the MyLA311 architecture. ITA and Sanitation have engaged 3Di, Inc. to provide the system support, monthly maintenance, and patching for the software running on the servers which covers all patching of the Oracle software, troubleshooting performance issues, and providing 24/7 support for the system.

If there are issues with the MyLA311 platform, the City will have 3Di, Inc. available to resolve the issue, including over weekends and after the regular work hours. The monthly support and maintenance also includes minor system changes that can be quickly implemented without any additional cost to the City. This includes data extracts, label changes, API updates for the mobile applications (iOS/Android), and modifications to the email notification templates.

Systems errors and absence of access to around-the-clock maintenance can threaten the performance of ITA and its ability to connect the constituents of Los Angeles to the departmental services listed on the MyLA311 platform. ITA relies on 3Di, Inc. to continue to provide its proprietary knowledge and skills to engage in patching, maintenance, and 24/7 support for the MyLA311 platform.

As described above, 3Di's magnitude of experience in constructing and supporting the current MyLA311 platform and its various systems makes it the only vendor capable of performing the required support and maintenance services at competitive rates, ITA must execute a sole source contract in order to engage these services.

### **CONTRACT COMPLIANCE**

The Personnel Department performed a Charter Section 1022 evaluation and determined that the job classifications of Systems Programmer, Programmer Analyst, and Database Architect may be able to perform some of the work; however, it is unknown whether current incumbents have the necessary expertise in Oracle Siebel, WebCenter, Identity Management Suite, and CC&B products.

The City Administrative Officer – Risk Management Division has completed its review of the insurance requirements and provided ITA with a completed Form Gen. 146 (Rev. 9/06) – Required Insurance and Minimum Limits.

The ACORD Certificate of Liability Insurance has been uploaded in KwikComply for the required insurance for Professional/Cyber Liability (expires on January 4, 2023); Workers' Compensation (expires August 3, 2022); and General Liability and Automobile Liability (expires August 3, 2022).

The Disclosure Ordinance (DO) Affidavit was uploaded to LABAVN on June 14, 2019 and received verification from the Bureau of Contract Administration (BCA) on June 18, 2019. The EBO/FSHO Affidavit was uploaded to LABAVN on March 2, 2022 and received verification by BCA on March 31, 2022. The expiration date for the EBO/FSHO Affidavit is March 2, 2025.

Pursuant to LAAC 10.40 et seq, 3Di, Inc. will complete the Contractor Responsibility Ordinance (CRO) Questionnaire. The CRO Questionnaire will receive verification from the Authorized DAA Representative with the Department of Public Works. 3Di, Inc. will also complete the Pledge of Compliance with Contractor Responsibility Ordinance form.

The Bidder Certification CEC Form 50 and Ethics CEC Form 55 will be completed by 3Di, Inc. and filed with the Ethics Commission.

Pursuant to the California Public Contract Code, 3Di, Inc. will complete the Iran Contracting Act of 2010 Compliance Affidavit.

Honorable Eric Garcetti

April 14, 2022

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The headquarters address and workforce information are as follows:

3 Pointe Drive, Unit 307

Brea, CA 92821

Percentage of total workforce residing in the City of Los Angeles 13%

3Di, Inc. has uploaded its Business Tax Registration Certificate (BTRC) to the LATA website and has been processed and approved by the Office of Finance.

The attached draft of the sole source contract between the City of Los Angeles – Information Technology Agency and 3Di, Inc. for MyLA311 CRM maintenance and support services has been reviewed and approved as to form by the City Attorney.

**FISCAL IMPACT**

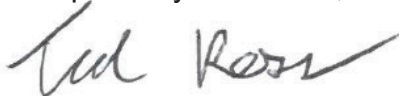
Required funding for these contracts is available in the Information Technology Agency’s General Fund, Contractual Services Account 3040 fiscal year 2021-22. Funding in subsequent fiscal years is dependent upon budget approval process.

**RECOMMENDATION**

Mayor approve and authorize the General Manager of ITA, or his designee, to execute a contract with 3Di, Inc., to provide maintenance and support services for the MyLA311 CRM platform for fourteen (14) months, with a contract ceiling of one million dollars (\$1,000,000.00).

If you have any questions, please contact Tita Zara at (213) 978-3346 or Arik Bibicoff at (213) 978-6305.

Respectfully submitted,



Ted Ross  
General Manager

Enclosed: 3Di MyLA311 CRM Contract

ec: Melissa Velasco, CAO  
Maria Cecilia Ramos, CAO  
Joyce Edson, ITA  
Tita Zara, ITA  
Eduardo Magos, ITA  
Marc Magallanes, ITA  
Arik Bibicoff, ITA



CONTRACT

between

CITY OF LOS ANGELES

and

3DI, INC.

THIS CONTRACT ("Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation, (hereinafter referred to as "City"), acting by and through the Information Technology Agency (hereinafter referred to as "ITA"), and 3Di, Inc., a California corporation (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, ITA is responsible for providing maintenance and support for the City's MyLA311 platform, an online knowledgebase of more than 1,500 articles that provides Angelenos with information about City services, such as libraries, parks, animal adoptions, street maintenance, and more; and

WHEREAS, MyLA311 also offers Angelenos the ability to request City services and view the status of their requests; and

WHEREAS, MyLA311 is available to all Angelenos via a public web portal (MyLA311.lacity.org), Android mobile application, and Apple mobile application; and

WHEREAS, the MyLA311 platform was implemented by Contractor, which provided the technical resources to build out the platform on web and mobile applications and has continued to partner with the City to add new features and enhancements; and

WHEREAS, while a request for proposal has been initiated to replace MyLA311 with a new platform, in the meantime, the current platform needs to be supported and maintained to remain operational, secure, and able to receive enhancements as needed to meet City requirements; and

WHEREAS, the Contractor has experience performing maintenance and support on the following software for MyLA311: Oracle WebCenter, Oracle Siebel, Oracle Databases, and Oracle Identity Management, using virtual machines on the Windows and Linux operating systems; and

WHEREAS, the Contractor has experience performing maintenance and support on both Android (Google) and iOS (Apple) applications to update new features and fixes to the MyLA311 platform; and

WHEREAS, Contractor's experience in constructing the MyLA311 platform and its various systems, and its knowledge acquired therefrom, make it uniquely suited to perform the required support and maintenance of the platform at competitive rates; and

WHEREAS, other vendors would have to spend a significant amount of time analyzing each of the platform's systems to acquire the knowledge and ability to provide the required services; and

WHEREAS, to recoup their significant up-front costs from the time required to be invested prior to being able to provide the services, other vendors would need to charge prohibitively high rates during the relatively short term of this contract; and

WHEREAS, competitive bidding under Charter Section 371 is not required, because the services required are for the performance of special services of a temporary and occasional character for which competitive bidding is not practicable or advantageous; and

WHEREAS, the City's Personnel Department performed a Charter Section 1022 evaluation and determined that the job classifications of Systems Programmer, Programmer Analyst, and Database Architect may be able to perform some of the work; however, it is unknown whether current incumbents have the necessary expertise in Oracle Siebel, WebCenter, Identity Management Suite, and CC&B products; and

WHEREAS, the City desires to engage the services of the Contractor to provide maintenance and support of the MyLA311 platform; and

WHEREAS, the Contractor has demonstrated to the City, through ongoing work on the MyLA311 platform, that Contractor is well qualified to perform the services required herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the parties hereby promise, covenant, and agree as follows:

## **1.0 TERM OF CONTRACT**

The term of this Contract shall commence on February 3, 2022, and shall terminate fourteen (14) months therefrom on April 2, 2023, or at such time as all funding provided herein has been expended, whichever occurs first. This Contract shall be subject to termination by the City if funds are not appropriated for these services in the ensuing fiscal year commencing July 1.

## **2.0 COMPENSATION AND PAYMENT**

### **2.1. Total Contract Expenditure**

The City's total obligation under this Contract shall not exceed one million dollars (\$1,000,000.00). The Contractor further understands and agrees that execution of this Contract neither guarantees that the Contractor's employees will be utilized nor that the Contractor will receive any payment unless confirmed by ITA in an authorization-to-hire letter.

## 2.2. Invoices

Contractor shall submit invoices to the City per the instruction of the City's Project Manager in accordance with the following hourly rates for ongoing monthly support and maintenance:

Resource Category	Location	Rate
Technical Project Manager	Offshore	\$55.00
Webcenter ADF Developer	Offshore	\$50.00
Quality Analyst	Offshore	\$50.00
Infrastructure/Systems Support	Offshore	\$50.00
Mobile Developer	Offshore	\$50.00
Siebel Developer	Offshore	\$50.00
Oracle Database Architect (DBA)	Offshore	\$50.00
Business Analyst	Onsite	\$100.00
Project Manager	Onsite	\$150.00
Oracle Middleware Infrastructure/SME	Onsite	\$150.00

Payment of invoices shall be subject to approval by the City. No payment shall be made for any incidental expense.

Contractor's invoices must conform to City standards and include, at a minimum, the following information:

- Name and address of Contractor;
- Name and address of the City department being billed;

- Date of the invoice and the period covered;
- Reference to this Contract number;
- Reference to the ITA Written Approval (including the approved project budget) and the Statement of Work authorizing the work performed by Contractor;
- Description of the services performed and the amount due for the services;
- Name(s) of all Contractor's personnel performing the services for the City department, the number of hours worked for each person, and the hourly rate for each person;
- Payment terms, total due and due date;
- Certification by a duly authorized officer;
- Remittance Address (if different from Contractor's address);
- Contractor's City of Los Angeles Business Tax Registration Certificate Number; and
- Contractor's State of California Sales and Use Tax Permit Number.

All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or contain other unique and identifying information such as name and address of Contractor. Invoices shall be submitted per the instruction of the City's Project Manager. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City Project Manager.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of Contractor. The City will not compensate Contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

### **3.0 STATEMENT OF WORK**

Contractor agrees to provide the MyLA311 system maintenance and support services requested by the City, on a non-exclusive, as-needed basis. In accordance with this Contract, Contractor agrees to provide services that meet the minimum

requirements and responsibilities set forth in Appendix B – Statement of Work: MyLA311 System Maintenance and Support Services.

## **4.0 CITY PROVISIONS**

### **4.1. Written Approval Required**

Before services are provided for any City department, Contractor must first receive written approval to proceed by ITA. The Written Approval must include a detailed Statement of Work defining the scope of services, duration of engagement, and the budget for the project. Contractor shall not exceed the approved scope or budget for any project, nor shall the City be liable for any work or charges exceeding the approved scope or budget unless prior written approval from ITA is obtained modifying the scope or budget of the project.

## **5.0 CONTRACT AUDITS**

Contractor agrees that the City or its delegates will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor agrees to provide the City or its delegate, at no cost, with any relevant information requested and shall permit the City or its delegate access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

## **6.0 PARTIES TO THE CONTRACT AND REPRESENTATIVES**

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the parties shall be sent.

### **6.1. Parties to the Contract**

The parties to this Contract are:

1. City: The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
2. Contractor: 3Di, Inc., a California Corporation, having its principal office at 3 Pointe Drive Unit 307, Brea, California, 92821.

### **6.2. Contractor's Representative**

Contractor hereby appoints the following person to represent Contractor with respect to all matters pertaining to this Contract. Said representative shall be

responsible for submitting all of the respective notices, reports, invoices, and other documents or information as required by this Contract.

Name: Mihir Desai  
Title: Vice President - Operations  
Address: 3 Pointe Drive Unit 307  
Brea, CA 92821  
Telephone: (714) 257-1386  
E-Mail: marketing@3disystems.com

### **6.3. City's Representative**

The City hereby appoints the following person, or her designated representative, to represent the City in all matters pertaining to this Contract.

Name: Tita Zara  
Title: Acting Assistant General Manager  
Address: 200 North Main Street, CHE 14<sup>th</sup> Floor  
Los Angeles, CA 90012  
Telephone: (213) 978-3346  
E-mail: tita.zara@lacity.org

### **6.4. City's Project Manager**

The City hereby appoints the following person to act as the project manager.

Name: Eduardo Magos  
Title: Information Systems Manager II  
Address: 200 N. Main St., CHE 13<sup>th</sup> Floor  
Los Angeles, CA 90012  
Telephone: (213) 258-9161  
E-mail: Eduardo.magos@lacity.org

### **6.5. Communications**

Formal notices, demands and communications from Contractor shall be given to the City's Representative with copies to the City's Project Manager.

Formal notices, demands and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by

registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this Section, within ten (10) working days of said change.

## **7.0 NAME CHANGE**

In the event that Contractor undergoes either an ownership change and the new Owner is able to comply with all Contract terms and conditions, or a name change, the General Manager of the ITA may, at his discretion, execute an amendment to effect the assumption and/or change the Contractor name.

## **8.0 DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

Contractor shall comply with Los Angeles Administrative Code Section 10.50 et seq., (Disclosure of Border Wall Contracting). City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

## **9.0 CONTRACTOR PERFORMANCE EVALUATION**

At the end of this contract, 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 contract. 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.

## **10.0 CONTRACT MODIFICATIONS, CHANGES, OR AMENDMENTS**

This Contract plus specific documents cited herein constitutes the entire Contract between the City and Contractor and may be amended by further written agreement.

## **11.0 CITY'S OBLIGATION FOR FUTURE FISCAL YEARS**

Notwithstanding anything to the contrary, (i) City's obligations hereunder are payable only from funds specifically appropriated by the City Council; and (ii) City shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of City's future fiscal years unless and until the City Council appropriates funds for this Contract in the City's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of the last day of the last fiscal year for which funds were appropriated. City will make a good faith effort to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

## **12.0 ELECTRONIC SIGNATURES**

This Contract may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures, signatures scanned into Portable Document Format, or signatures in another electronic format designated by City and sent by e-mail shall be deemed original signatures.

## **13.0 RATIFICATION CLAUSE**

Due to the need for the Contractor's services to be provided continuously on an ongoing basis, the Contractor may have provided services prior to the execution of this Contract. To the extent that said services were performed in accordance with the terms and conditions of this Contract, those services are hereby ratified.

## **14.0 APPENDICES**

**The following appendices are hereby incorporated into this Contract:**

Appendix A: Standard Provisions for City Personal Services Contracts  
(Rev. 10/21)[v.4]

Appendix B: City of Los Angeles Statement of Work: MyLA311 System  
Maintenance and Support Services

In the event of an inconsistency between any of the provisions of this Contract and/or any appendix attached hereto, the inconsistency shall be resolved by giving precedence in the following order:

1. The provisions of this Contract
2. Appendix A
3. Appendix B



**IN WITNESS THEREOF**, the parties hereto have caused this instrument to be signed by their respective duly authorized officers:

APPROVED AS TO FORM:

CITY OF LOS ANGELES:

Michael N. Feuer  
City Attorney

By: \_\_\_\_\_  
Joshua M. Templet  
Deputy City Attorney

By: \_\_\_\_\_  
Tita Zara  
Acting Assistant General Manager  
Information Technology Agency

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

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

ATTEST: Holly Wolcott  
City Clerk

CONTRACTOR

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

By: \_\_\_\_\_  
3Di, Inc.

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

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

**ATTACHMENT A**

Standard Provisions for City Contracts (Rev. 10/21) [v.4]

# STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. Construction of Provisions and Titles Herein**

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. Applicable Law, Interpretation and Enforcement**

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### **PSC-3. Time of Effectiveness**

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or 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 perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

#### **PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

## **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

## **PSC-9. Termination**

### **A. Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.



- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
  6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
  7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
  8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

**PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

**PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

#### **PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

#### **PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

#### **PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

**PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

**PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

**PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

**PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

**PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

**PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)



shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

### **PSC-44. COVID-19**

Employees of 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, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. 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, Contractor shall immediately notify 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.

## EXHIBIT 1

### INSURANCE CONTRACTUAL REQUIREMENTS

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

### CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

## Required Insurance and Minimum Limits

Name: 3DI, Inc.

Date: 03/23/2022

Agreement/Reference: Design & Development of the City's Customer Relationship Management System (CRM)

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

**Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

**General Liability** (\$2MM Aggregate) City of Los Angeles must be named as an Additional Insured

\$1,000,000

Products/Completed Operations

Sexual Misconduct \_\_\_\_\_

Fire Legal Liability \_\_\_\_\_

\_\_\_\_\_

**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

\$1,000,000

**Professional Liability** (Errors and Omissions)

\$1,000,000

Discovery Period 12 Months After Completion of Work or Date of Termination

**Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood \_\_\_\_\_

Builder's Risk

Earthquake \_\_\_\_\_

\_\_\_\_\_

**Pollution Liability**

\_\_\_\_\_

**Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

**Crime Insurance**

\_\_\_\_\_

**Other:** 1) Professional Liability Insurance is required for any Licensed Professional performing work as part of the Agreement.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

# Appendix B – Statement of Work

## MyLA311 System Maintenance and Support Services

### 1. Oracle Environment Production Support Services

1.1. Contractor shall provide system maintenance and support service as requested by the City, in accordance with the minimum required support services set forth in the following Level 1/2/3 Support for the installed Oracle Fusion Middleware components: Oracle WebCenter Suite Plus (Portal, Content), Identity Management Suite (OID, OVD, OAM), Oracle Siebel CRM, and WebLogic:

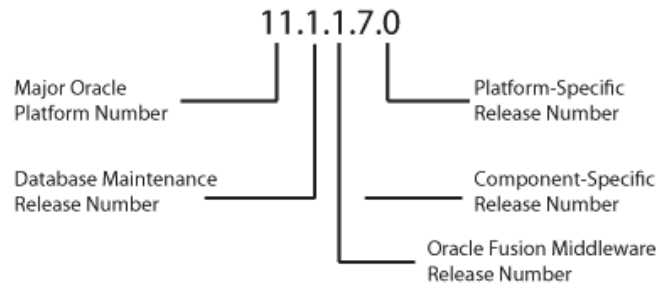
#### Level 1 Support

- Provide end-user support and answer "how-to" questions. [SEP]
- Issue ticket logging in Zoho & resolution. [SEP]
- Resolve username/password issues related to myLA311 System – External users only.
- Assist with the navigation of software menus and features. [SEP]
- Provide verification of MyLA311 System environments.
- Install and configure Oracle software within twenty (20) hours.

#### Level 2 Support

- Monitor Zoho tickets. [SEP]
- Provide break/fix support for incidents that can be performed in eight (8) hours or less.
- Provide technical support.
- Evaluate service pack updates, release notes, and provide recommendations.
- Deploy minor version updates, service packs, patches, and code fixes of quality assurance (QA) – Test and Production environments (there will be no changes to the Contractor's existing code deployment and user acceptance testing (UAT) process)).
- Deployment of major platform number/version upgrades or server upgrades (as defined below) **are not part of the statement of work** associated with this maintenance and support contract. These are not included in the contract because major Oracle version upgrades require significant code changes to the system and are categorized as enhancement rather than support and maintenance services.

**Oracle major/minor/patch versions are defined as follows:**



The Major Oracle Platform Number is the most general identifier. It represents a major new edition (or version) of an application, such as Oracle database server or Oracle Fusion Middleware, and indicates that the release contains significant new functionality.

A new primary version number is introduced when the product undergoes the following types of changes, **which could break the backward compatibility of the product**:

- Changing the meaning or semantics of existing components
- Adding required components
- Removing required components
- Restricting the content model of a component, such as changing a choice to a sequence
- Changing the type of an element or attribute

An upgrade from 11.X.X.X.X to 12.X.X.X.X would be considered a Major Oracle Platform/Version Upgrade, and therefore, would not be part of the annual maintenance and support services described in this statement of work.

**Database Maintenance Release Number** – This digit represents a maintenance release level. Some of the new features may also be included.

**Oracle Fusion Middleware Release Number** – This digit reflects the release level of Oracle Fusion Middleware.

**Component-specific Release Number (Patch Sets, Interim Release, etc.)** – This digit identifies a release level specific to a component. Different components can have other numbers in this position depending upon, for example, component patch sets or interim releases.

**Platform-specific Release Number** – This digit identifies a platform-specific release.

### **Level 3 Support**

- Provide software defect detection and root cause analysis to include monitoring the system for performance issues and error log checks. [SEP]



- Provide continuous preventive maintenance. [L][SEP]
- Follow-up with 3rd party vendors and suppliers (e.g. Microsoft, Oracle) to resolve the issue (Note: City employees are required to submit Oracle Support Tickets and follow-up). In the event that the City has attempted to contact Oracle Support on more than two (2) separate occasions (regardless of channel), 3Di shall take over communications until Oracle Support is reached and response has been verified by the City's Liaison.
- Additional maintenance and support services will be provided as described in Section 5. Service Level Agreement.

## 2. Custom Application Production Support Services

2.1. Contractor shall provide production incident resolution management and support services as requested by the City, in accordance with the minimum required support services set forth in the following Level 1/2/3 Support for the MyLA311 System and MyLA311 Mobile (iOS & Android) Applications:

### Level 1 Support

- Provide end-user support answering "how-to" questions. [L][SEP]
- Issue ticket logging & resolution. [L][SEP]
- Resolve username/password issues related to MyLA311 – External users only. [L][SEP]
- Assist with the navigation of application menus and features. [L][SEP]
- Provide verification of MyLA311 Mobile Application environments.

### Level 2 Support

- Monitor ticket log and document frequent issues. [L][SEP]
- Provide break/fix support. [L][SEP]
- Provide technical support.
- Deploy code fixes and/or updates to QA – Test and Production environments (there will be no changes to the Contractor's existing code deployment and (UAT) process).

### Level 3 Support

- Provide application defect detection and root cause analysis to include monitoring the system for performance issues and error log checks. [L][SEP]
- Test application and integrations to maintain performance level and security.
- Perform minor enhancements that can be completed in eight (8) hours or less.
- Perform customizations that can be completed in eight (8) hours or less. [L][SEP]
- Perform bug fixes. [L][SEP]
- Follow-up with 3rd party vendors and suppliers (e.g. Microsoft, Oracle) to resolve the issue. (Note: ITA staff will submit Oracle Support Tickets and provide updates).
- Additional maintenance and support services will be provided as described in Section 5. Service Level Agreement.

### 3. Database, Hardware, Software, and Network Administration Support Services

3.1. Contractor shall provide database, hardware, software, and network administration support services as requested by the City, in accordance with the minimum required support services set forth in the following MyLA311 Database, Hardware, Software, and Network Administration Support Services:

- Perform database, hardware, and software administration.
- Perform server/operating system administration (including hardware).
- Provide and/or maintain network infrastructure.
- Perform network performance tuning.
- Provide disaster recovery services.

Scheduled maintenance and support coverage performed outside Monday-Friday, 08:00-17:00 Mountain Time Zone (“Regular Business Hours”) shall require ten (10) business days advance notice. ITA must pre-approve billing for support coverage during observable Public Holidays (2022), as referenced below:

- New Year’s Day
- Martin Luther King Jr. Day
- President’s Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving
- Christmas Day

### 4. Incident Reporting and Escalation

4.1. Production incidents identified by MyLA311 Application users will follow the 'Incident Reporting and Support Escalation Process' – as set forth below. All issues will also be tracked and managed through Zoho, an online support ticketing tool leveraged by the Contractor. The Contractor shall assign a point of contact to the City responsible for monitoring and tracking bugs.

The Incident Reporting and Support Escalation Process is as follows:

- The MyLA311 CRM Application Team will report the issue via email, telephone, or by logging the issue in the appropriate issue management system(s). If the issue is logged via email or telephone, the same reporting shall be entered by the 3Di Team into its respective issue management system(s).

- 3Di will assess the issue based on the information provided. If required, 3Di will contact the City Liaison for clarification and update the issue as needed.
- Based on the solution, a 3Di team member will work with the MyLA311 Application City Liaison to resolve the issue.
- 3Di shall work with the City Liaison from the moment the City first reports an issue until the moment the City and 3Di can mutually agree that the issue has been resolved.
- If the reported issue is a known product bug, the MyLA311 CRM Application City Liaison will escalate the issues to Oracle Support. The City is responsible for following up with Oracle Support. 3Di will assist with defining the problem and reporting to Oracle Support. In the event that the City has attempted to contact Oracle Support on more than two (2) separate occasions (regardless of channel), 3Di shall take over communications until Oracle Support is reached and response has been verified by the City's Liaison.

## 5. Service Level Agreement

- 5.1. Contractor shall provide managed services support via Zoho, email and/or phone during Regular Business Hours.
- 5.2. Contractor's scheduled maintenance on the production environment may be performed outside of Regular Business Hours. Scheduled maintenance and support coverage performed outside of Regular Business Hours must be scheduled ten (10) days in advance and shall be approved by both the Contractor and the City prior to services rendered.
- 5.3. Managed support services include the triage and resolution of the Oracle Fusion Middleware and custom application issues. Contractor shall abide by the triaged-issue severity, impact, and response times identified by the City, in accordance with the 'Impact Chart' below:

Severity	Impact	Examples	Response Time	Pre-Approved Triage Time
<b>1 – High</b>	Unable to perform core functionality in the production system and has no workarounds available.	MyLA311 Application Portal unavailable; all users unable to log in	2 hours	<b>8 hours</b>
<b>2 – Medium</b>	Unable to perform core functionality in a production system but workarounds are available.	MyLA311 Application User cannot post a Service Request using Mobile App. However, he/she can post the Service Request using the	8 business hours (Excluding weekend and public holidays)	<b>N/A</b>

		MyLA311 Application Portal		
<b>3 – Low</b>	Unable to perform non-essential functionality in a production system; maintenance tasks; enhancement requests.	Typographical errors, label changes, Screen Display issues, etc.	24 business hours (Excluding weekend and public holidays)	<b>N/A</b>