

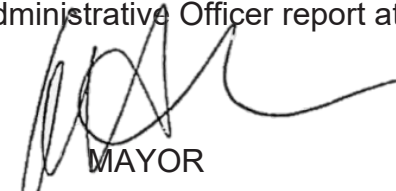
0150-07808-0004

**TRANSMITTAL**

TO The Council	DATE  06/08/2022	COUNCIL FILE NO.
FROM The Mayor		COUNCIL DISTRICT

**Proposed Contract with Inflection Point Solutions, LLC for Software Maintenance and Enhancement Support**

Approved and transmitted for processing.  
See the City Administrative Officer report attached.

  
MAYOR  
(Andre Herndon for)

MWS:JPQ:10220142t

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

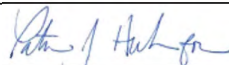
To: The Mayor	Date: 06-08-22	C.D. No. All	CAO File No.: 0150-07808-0004
Contracting Department/Bureau: PW Bureau of Sanitation		Contact: Dan Seto, (310) 342-6288 Nancy Lantin, (213) 485-2158	
Reference: Transmittal from the Board of Public Works dated September 15, 2021.			
Purpose of Contract: To provide software maintenance and enhancement support services for various management systems, databases and tools used for the Clean Water and Watershed Protection programs.			
Type of Contract: (X) New contract ( ) Amendment		Contract Term Dates: Six years with two three-year renewal options and a month-to-month extension of six months.	
Contract/Amendment Amount: \$13,024,230			
Proposed amount \$13,024,230+ Prior award(s) \$0 = Total \$13,024,230			
Source of funds: Sewer Construction and Maintenance Fund, Stormwater Pollution Abatement Fund			
Name of Contractor: Inflection Point Solutions, LLC			
Address: 8500 W 110th, Suite 550, Overland Park. Kansas 66210			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed			X
4. Proposals have been requested			X
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 0%			
Contractor has complied with:		Yes	No
8. Business Inclusion Program			X
9. Equal Benefits & First Source Hiring Ordinances		X	
10. Contractor Responsibility Ordinance		X	
11. Slavery & Border Wall Disclosure Ordinances		X	
12. Bidder Certification CEC Form 50		X	
13. Prohibited Contributors (Bidders) CEC Form 55		X	
14. California Iran Contracting Act of 2010		X	

**RECOMMENDATION**

That the Council, subject to the approval of the Mayor, authorize the President or two members of the Board of Public Works to execute the proposed personal services contract with Inflection Point Solutions, LLC for software maintenance and enhancement support for a term of six years with two three-year renewal options and a month-to-month extension up to six months for a total term of 12 years and six months and a cost not-to-exceed \$13,024,230, subject to approval by the City Attorney and compliance with the City's contracting requirements.

**SUMMARY**

In accordance with Executive Directive No. 3 (Villaraigosa series), the Board of Public Works (Board), on behalf of the Bureau of Sanitation (Bureau), requests authority to execute the proposed personal services contract with Inflection Point Solutions, LLC. (IPS) for software maintenance and enhancement support. IPS has developed software for several systems used in the Bureau's Clean Water and Watershed Protection programs including the Pretreatment Information Management System (PIMS), Industrial Waste Billing System, Watershed Protection Information Management System, and Watershed Protection Billing System. In addition, IPS has developed software for tools

Jessica Quach			
JPQ	Analyst	10220142	City Administrative Officer

such as the Wastewater Information System and Analytical Research Database (WISARD) which generates reports required by the Environmental Protection Agency, for National Pollution Discharge Elimination System self-monitoring, and performance reports for treatment plant operations. The term of the proposed contract is six years with two three-year renewal options and a month-to-month extension up to six months for a total term of 12 years and six months and a cost not-to-exceed \$13,024,230.

IPS will be responsible for the following scope of work:

- Annual software maintenance for current software products such as the PIMS and WISARD, including software updates, troubleshooting, monthly support calls, and integration of underlying third-party software releases such as Windows or Oracle;
- Support for integration with City software and systems;
- On-call professional services;
- Software enhancements;
- Software upgrade configurations; and,
- On-call supplemental support.

All services, except annual software maintenance, are considered as-needed and there is no minimum amount of work guaranteed.

Consistent with previous contracts, the Personnel Department has determined that a Charter Section 1022 is not required for these services. As the developer of the systems, IPS is the sole legal administrator and owner of the software and is the only company capable of providing support. Since there are no subcontracting opportunities, the Mayor's Office has waived the Business Inclusion Program requirement.

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

## **FISCAL IMPACT STATEMENT**

There is no additional General Fund impact. Funding is to be provided by the Sewer Construction and Maintenance Fund, which is at full cost recovery, and the Stormwater Pollution Abatement Fund which is not at full cost recovery. The Agreement contains a Financial Liability Clause which limits the City's annual financial obligation to the amount approved in the corresponding year's budget.

## **FINANCIAL POLICIES STATEMENT**

The recommendations in this report complies with the City's financial policies as expenditures of special funds are limited to the mandates of the funding source.

*MWS:JPQ:10220142*

Attachment

BOARD OF PUBLIC WORKS  
MEMBERS

GREG GOOD  
PRESIDENT

AURA GARCIA  
VICE PRESIDENT

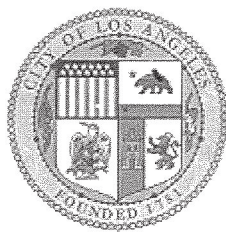
DR. MICHAEL R. DAVIS  
PRESIDENT PRO TEMPORE

JESSICA CALOZA  
COMMISSIONER

M. TERESA VILLEGAS  
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI  
MAYOR

OFFICE OF THE  
BOARD OF PUBLIC WORKS

DR. FERNANDO CAMPOS  
EXECUTIVE OFFICER

200 NORTH SPRING STREET  
ROOM 361, CITY HALL  
LOS ANGELES, CA 90012

TEL: (213) 978-0261  
TDD: (213) 978-2310  
FAX: (213) 978-0278

<http://bpw.lacity.org>

September 15, 2021

BPW-2021-0647

The Honorable Mayor Garcetti  
City Hall – Room 320  
Los Angeles, CA 90012  
Attn: Heleen Ramirez

**PERSONAL SERVICES CONTRACT - INFLECTION POINT SOLUTIONS, LLC  
SOFTWARE MAINTENANCE AND ENHANCEMENT SUPPORT**

As recommended in the accompanying joint report from the Directors of the Bureaus of Sanitation and Contract Administration, which this Board has adopted - as amended the Board of Public Works (Board) recommends that the Mayor and City Council:

1. Execute a sole source contract with Inflection Point Solutions, LLC and forward this report with the transmittals to the Mayor and the City Council; and
2. Authorize the President of two members of the Board to execute the agreement.

(W.O. SIWMPIMS)

Sincerely,

DR. FERNANDO CAMPOS,  
Executive Officer, Board of Public Works

FC:lc





## DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION  
BUREAU OF CONTRACT ADMINISTRATION  
JOINT BOARD REPORT NO. 1  
SEPTEMBER 15, 2021

ADOPTED BY THE BOARD  
PUBLIC WORKS OF THE CITY  
of Los Angeles California  
AND REFERRED TO THE MAYOR

SEP 15 2021

AND REFERRED TO THE CITY COUNCIL

*Chapman*  
Executive Officer  
Board of Public Works

CD: ALL

REQUEST FOR AUTHORITY TO EXECUTE A SOLE SOURCE PERSONAL SERVICES CONTRACT WITH INFLECTION POINT SOLUTIONS TO PROVIDE SOFTWARE MAINTENANCE AND ENHANCEMENT SUPPORT FOR VARIOUS LA SANITATION AND ENVIRONMENT SYSTEMS (W.O. SIWMPIMS)

RECOMMENDATIONS

1. Approve and forward this report with the transmittals to the Mayor and the City Council with the request that the Board of Public Works (Board) be authorized to execute a sole source contract with Inflection Point Solutions, LLC. (IPS) to provide software maintenance and enhancement support services for the Pretreatment Information Management System (PIMS), Watershed Protection Information Management System, Industrial Waste Billing System, Biosolids Tracking System, Watershed Protection Billing System, Industrial Waste Billing and Financial Management System Interface, Data Exchange Tool, Fats Oil and Grease Module, Delinquent Account Tracking, and Wastewater Information System and Analytical Research Database and their integrations to other applications used by LA Sanitation and Environment (LASAN). The estimated cost of the contract is not to exceed \$9,524,230 over a six-year term and \$13,024,230 if two optional three-year extensions are exercised.
2. Upon the Mayor's and City Council's authorization, the President or two members of the Board will execute the agreement.
3. Upon execution, contact Dan Seto, [dan.seto@lacity.org](mailto:dan.seto@lacity.org), of the Information and Control Systems Division (ICSD) for pick up and further processing.

TRANSMITTALS

1. Copy of the proposed sole source agreement between the City of Los Angeles and IPS.
2. Copy of the sole source letter dated January 11, 2021.
3. Copy of Business Inclusion Program (BIP) Waiver approved by the Mayor's Office of Budget and Innovation dated June 4, 2019.

DISCUSSION**Background**

LASAN uses multiple software products created and/or maintained by IPS as shown in Table 1 below. From previous contractual agreements with IPS for software maintenance and support of

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BUREAU OF CONTRACT ADMINISTRATION  
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multiple software products. LASAN expended over \$500,000 per year for all products not including estimated enhancements and annual support increases.

Advantages to incorporating all current IPS software product support and maintenance, with enhancement services, into one Integrated Support contract between LASAN and IPS are as follows during the course of the six-year contract:

- Only IPS, as the author of the software products, retains the necessary staff and expertise to provide maintenance on these systems.
- IPS has experience providing current and past installation and maintenance of the software products.
- IPS engineers and project managers have essential and specific knowledge and understanding of the LASAN's system environments, installations, data, and functionality which is critical during emergency situations when restoring the proper operation and function of the system as quickly as possible.
- Cost savings of more than \$890,000 for support and maintenance services.
- Fixed support and maintenance fees (i.e., no annual increases).
- An approximate 15 percent reduction in fixed billing rates.
- A designated single point of contact and corresponding procedures for all products.
- Regularly scheduled support status teleconferences where LASAN can provide direction and prioritization on support and enhancement decisions.
- Simplified renewal process with one contract and one renewal date for all products.
- Reduction of Service Level Agreements.
- Consolidated allocation of funding for enhancements and other product-specific services.
- Annual Executive-level meetings with IPS to address and plan for LASAN needs.

Table 1 - Software Products

Software Products	Description
Pretreatment Information Management System (PIMS)	Used for managing permitting, reporting, and monitoring requirements for more than 70,000 industrial facilities and assists with 35,000 inspections per year.
Watershed Protection Information Management System (WPIMS)	Used for managing inspections, reporting, monitoring, enforcement procedures, and illicit discharge investigations pertaining to watershed requirements.
Industrial Waste Billing System (IWB)	Used to track applicable industrial waste fees, calculate regular and delinquency charges, generates invoices, and assists with collection of more than \$17 million per year.
Biosolids Tracking System (BioEDGE)	Used to monitor biosolids truck activity and capture information about the haulers, trucks, drivers, loads, and tonnages for the Hyperion and Terminal Island Water Reclamation Plants.
Industrial Waste Billing - Financial Management System Interface (IWB-FMS)	Used for transferring data between the IWB system and the City's Financial Management System
Data Exchange Tool (DET)	Used for transferring data between the Laboratory Information Management Systems (LIMS) and PIMS and between LIMS and WISARD



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Software Products	Description
Fats Oil and Grease (FOG) Module	Used for tracking cases, plan checks, conditional waivers, and agency referrals for the FOG Program
Wastewater Information System and Research Database (WISARD)	Used to generate the legally mandated National Pollutant Discharge Elimination System (NPDES) self-monitoring reports, Discharge Monitoring Reports required by United States Environmental Protection Agency, daily process control reports, and monthly performance reports for treatment plant operations, laboratory data validation reports, and Total Daily Maximum Load (TMDL) reports for watershed monitoring

**Support and Maintenance Costs Based on Current Contract**

Table 2 below illustrates the fees that LASAN will pay for software Support and Maintenance over the next six years based on the LASAN's current PIMS contract with IPS and forthcoming contracts or purchase orders for the remaining products with IPS. As shown, there is an anticipated increase in maintenance for upgrades and enhancements on many of LASAN's current products, some of which have already been identified.

Table 2 - Support and Maintenance Costs Based on the Current Contract

Products	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Pretreatment Information Management System (PIMS)						
Support and Maintenance	\$104,500	\$104,500	\$104,500	\$104,500	\$104,500	\$110,000
Anticipated Maintenance with Upgrades and/or Enhancements	\$0	\$0	\$50,000	\$50,000	\$50,000	\$50,000
Watershed Protection Information Management System (WPIMS)						
Support and Maintenance	\$64,900	\$64,900	\$64,900	\$64,900	\$64,900	\$75,000
Anticipated Maintenance with Upgrades and/or Enhancements	\$0	\$0	\$25,000	\$25,000	\$25,000	\$25,000
Industrial Waste Billing System (IWB)						
Support and Maintenance	\$44,500	\$44,500	\$44,500	\$44,500	\$44,500	\$60,000
Anticipated Maintenance with Upgrades and/or Enhancements	\$0	\$0	\$0	\$20,000	\$20,000	\$20,000
Watershed Pollution Billing System (WPB)						
Support and Maintenance	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$60,000
Anticipated Maintenance with Upgrades and/or Enhancements	\$0	\$0	\$0	\$20,000	\$20,000	\$20,000
Biosolids Tracking System (BioEDGE)						
Support and Maintenance	\$18,000	\$18,000	\$18,000	\$0	\$0	\$0
Anticipated Maintenance with Upgrades and/or Enhancements	Included					
Industrial Waste Billing and Financial Management System Interface (IWB-FMS)						
Support and Maintenance	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Anticipated Maintenance with Upgrades and/or Enhancements	\$0	\$0	\$2,000	\$2,000	\$2,000	\$2,000
Data Exchange Tool (DET)						
Support and Maintenance	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$35,000
Anticipated Maintenance with Upgrades and/or Enhancements	\$0	\$3,000	\$3,000	\$3,000	\$5,000	\$5,000

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Products	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
<b>Fats Oil and Grease Module (FOG)</b>						
Support and Maintenance	\$0	\$0	\$0	\$0	\$0	\$0
Anticipated Maintenance with Upgrades and/or Enhancements	Included					
<b>Delinquent Account Tracking (DAT)</b>						
Support and Maintenance	\$0	\$0	\$0	\$0	\$0	\$0
Anticipated Maintenance with Upgrades and / or Enhancements	Included					
<b>Wastewater Information System and Research Database (WISARD)</b>						
Support and Maintenance	\$172,000	\$172,000	\$172,000	\$172,000	\$172,000	\$172,000
Incorporation of BioEDGE into WISARD Platform	\$0	\$0	\$20,000	\$20,000	\$20,000	\$20,000
Anticipated Maintenance with Upgrades and/or Enhancements	Included					
	<b>\$172,000</b>	<b>\$172,000</b>	<b>\$192,000</b>	<b>\$192,000</b>	<b>\$192,000</b>	<b>\$192,000</b>

#### Integrated Support Contract Cost Benefits

As the software ages, it becomes more difficult to maintain. Costs of maintaining legacy software increase due to retaining or training staff on outdated technologies and source code, enhancing security, software limitations, and excessive patch work. Integrating the programs addresses the rising costs in annual maintenance and ensures that the software will be maintained and supported for the next six years.

The table below illustrates the fees that LASAN will pay for software Support and Maintenance under the Integrated Support contract (Transmittal 1). The Support and Maintenance fees within the Integrated Support contract include any additional maintenance costs associated with upgrades and/or product enhancements.

Table 3 - Integrated Support Contract Cost Benefits

Products	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
<b>Pretreatment Information Management System (PIMS)</b>						
Support and Maintenance	\$99,275	\$99,275	\$99,275	\$99,275	\$99,275	\$99,275
Anticipated Maintenance with Upgrades and/or Enhancements	Included					
<b>Watershed Protection Information Management System (WPIMS)</b>						
Support and Maintenance	\$61,655	\$61,655	\$61,655	\$61,655	\$61,655	\$61,655
Anticipated Maintenance with Upgrades and/or Enhancements	Included					
<b>Industrial Waste Billing System (IWB)</b>						
Support and Maintenance	\$42,275	\$42,275	\$42,275	\$42,275	\$42,275	\$42,275
Anticipated Maintenance with Upgrades and/or Enhancements	Included					
<b>Watershed Pollution Billing System (WPB)</b>						
Support and Maintenance	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Anticipated Maintenance with Upgrades and/or Enhancements	Included					



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Products	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Biosolids Tracking System (BioEDGE)	-					
Support and Maintenance	\$0	\$0	\$0	\$0	\$0	\$0
Anticipated Maintenance with Upgrades and/or Enhancements	Included					
Industrial Waste Billing and Financial Management System Interface (IWB-FMS)						
Support and Maintenance	\$9,500	\$9,500	\$9,500	\$9,500	\$9,500	\$9,500
Anticipated Maintenance with Upgrades and/or Enhancements	Included					
Data Exchange Tool (DET)						
Support and Maintenance	\$28,500	\$28,500	\$28,500	\$28,500	\$28,500	\$28,500
Anticipated Maintenance with Upgrades and/or Enhancements	Included					
Fats Oil and Grease Module (FOG)						
Support and Maintenance	Included	Included	Included	Included	Included	Included
Anticipated Maintenance with Upgrades and / or Enhancements	Included					
Delinquent Account Tracking (DAT)						
Support and Maintenance	Included	Included	Included	Included	Included	Included
Anticipated Maintenance with Upgrades and / or Enhancements	Included					
Wastewater Information System and Research Database (WISARD)						
Support and Maintenance	\$170,000	\$170,000	\$170,000	\$170,000	\$170,000	\$170,000
Incorporation of BioEDGE into WISARD Platform	Included					
Anticipated Maintenance with Upgrades and/or Enhancements	Included					
<b>Total</b>	<b>\$461,205</b>	<b>\$461,205</b>	<b>\$461,205</b>	<b>\$461,205</b>	<b>\$461,205</b>	<b>\$461,205</b>
<b>Minimum Annual Cost Savings with Integrated Support Contract</b>	<b>\$32,695</b>	<b>\$35,695</b>	<b>\$132,695</b>	<b>\$154,695</b>	<b>\$156,695</b>	<b>\$202,795</b>

#### Sole source contract

IPS is the sole legal entity entitled to support, enhance, and maintain the software products listed in Table 1 (Transmittal 2).

Only IPS, as the author of the PIMS and WPIMS software, IWB and WPB software and integration to FMS, the FOG Module, the DET, WISARD, and BioEDGE, retains the necessary staff and expertise to provide maintenance on these systems. Since IPS has provided current and past installation and maintenance of software products, IPS engineers and project managers have specific knowledge and understanding of the LASAN's system environments, installations, data, and functionality. This familiarity and knowledge are especially critical during emergency situations when it is essential to restore the proper operation and function of the system as quickly as possible.

Failure to negotiate a maintenance agreement with IPS will put the LASAN's Clean Water, Industrial Waste Management, and Watershed programs at risk. Meanwhile, routine software upgrades will not be performed, timely software patches for functionality and security will not occur, and there will be no guaranteed response to system failures. For these reasons, LASAN is requesting the Board to authorize the execution of this sole source contract with IPS.

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**Project Scope**

The project scope will include the required expertise and services from IPS necessary for the software maintenance of the products listed in Table 1. The services shall include, but are not be limited to, the following:

- Software maintenance and support services, including but not limited to:
  - Software upgrades
  - Defect corrections
  - Technical support
- Software maintenance and support services for software integrations, including but not limited to:
  - Software upgrades
  - Defect corrections
  - Technical support
- Professional services to modify integrations due to changes in either source or target systems.
- Professional services to provide enhancements to software products to accommodate new requirements.
- Allow City staff access to user groups and best practices exchanges.
- On-call professional services for consultation and assessments.

**Compliance with Mayor's Executive Directive No. 14**

IPS does not subcontract to or otherwise license any firm to perform maintenance services for their proprietary software. Therefore, this contract provides no opportunities for MBE/WBE/SBE/EBE/DVBE/OBE participation. The Mayor's Office of Budget and Innovation waived the MBE/WBE/SBE/EBE/DVBE/OBE Business Inclusion Program (BIP) requirement for this project on June 4, 2019 (Transmittal 3).

**Cost and Term of Agreement**

The estimated cost of the software maintenance services under this contract is not to exceed \$2,767,230 over six years. Discretionary funds in the amount of \$6,757,000 are requested for professional services itemized below. Two optional three-year extensions in the amount of \$1,750,000 each are requested. The total cost of this contract is estimated to be \$13,024,230 over the six (6)-year period, plus exercising two (3)-year extensions. The breakdown of the cost estimate is illustrated as follows:

Item	Estimated Cost
Maintenance for 6-year period	\$2,767,230
Discretionary Services:	
Integration Support	\$1,000,000
On-call Professional Services	\$2,000,000
Software Enhancements	\$1,500,000
Software Upgrade Configurations	\$1,150,000



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Item	Estimated Cost
On-call Supplemental Support	\$1,107,000
Subtotal Discretionary	\$6,757,000
Total for six years	\$9,524,230
Optional 1 <sup>st</sup> 3-Year Extension	\$1,750,000
Optional 2 <sup>nd</sup> 3-Year Extension	\$1,750,000
Grand Total	\$13,024,230

### City Requirements

IPS will comply with the following requirements prior to contract execution:

- Affirmative Action Program/Non-Discrimination/Equal Employment Opportunity
- Child Support Obligations Ordinance
- Business Tax Registration Certificate
- Equal Benefits Ordinance
- Insurance/Performance Bond Requirements
- Non-Collusion Affidavit
- Americans with Disabilities Act
- Slavery Disclosure and Disclosure of Border Wall Contracting Ordinances
- Living Wage and Worker Retention Ordinances
- Municipal Lobbying Ordinance
- First Source Hiring Ordinance
- Los Angeles Residence Information
- City of Los Angeles Contract History
- Contract Bidder Campaign Contribution and Fundraising Restrictions
- Iran Contracting Act of 2010 Compliance Affidavit
- Contractor's Use of Criminal History for Consideration of Employment Applications Ordinance/Fair Chance Initiative for Hiring Ordinance

### Contractor Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City's Administrative Code, the appropriate City personnel responsible for the quality control of this sole source agreement shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration (Department of Public Works) upon completion of the contract.

### Contractor Responsibility Ordinance

All contractors participating in this project are subject to compliance with the requirements specified in the City's Contractor Responsibility Ordinance No.173677, [Article 14, Chapter 1, Division 10, L.A.A.C.]. Failure to comply with all requirements specified in the Ordinance will render the bidder's contract subject to termination pursuant to the conditions expressed therein.

### Charter Section 1022

This agreement is exempt from City Charter Section 1022 due to the proprietary nature of the software and use of specially trained persons to maintain and service the system.



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**Notice of Intent to Contract**

The "Notification of Intent to Contract" form was filed with the City Administrative Office and posted on the Contract Clearing House on August 31, 2010.

**Headquarters Address and Workforce Information**

IPS is headquartered in 8500 W. 110th, Suite 550, Overland Park, Kansas 66210. IPS owners, principals, and employees are not City employees nor City officials. None of the workforce resides within the City.

**Contract Administration**

Responsibility for administration of this agreement will be with LASAN's ICSD.

**City Attorney Review**

The City Attorney has reviewed this contract and has approved it as to form.

PROJECT REVIEW BY DIRECTOR (PRD) APPROVAL

This contract received emergency PRD approval on May 18, 2021 for an amount not to exceed \$13,024,230.

STATUS OF FINANCING

There is no impact to the General Fund. The cost estimate for the maintenance services required from IPS is \$13,024,230. Funding in the amount of \$225,000 is available in the Stormwater Pollution Abatement Fund No. 511, Appropriation Unit No. 50V554; and funding in the amount of \$379,000 is also available in the Sewer Operations and Maintenance Fund No. 760, Appropriation Unit No. 50VX82. The remaining funding will be budgeted within the Sewer Operations and Maintenance Fund No. 760 and the Stormwater Pollution Abatement Fund No. 511.

Funds and appropriations for future fiscal years are not yet identified and existing appropriations may change based on available cash balances. Therefore, funds and appropriations will be determined by the Director and General Manager of LASAN or designee.

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the Contractor unless the 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.

This Contract contains a "Financial Liability Clause" which states that "the City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract."

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The Contractor agrees that any services provided by the Contractor, purchases made by the Contractor or expenses incurred by the Contractor in excess of the appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for the services, purchases or expenses. The Contractor shall have no obligation to provide any services, provide any equipment, or incur any expense in excess of the appropriation, amount(s) until the City appropriates additional funds for this Contract.

Respectfully Submitted,



BARBARA ROMERO  
Director and General Manager  
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED  
AND APPROVED BY:



LYNDA McGLINCHEY, Program Manager II  
Office of Contract Compliance  
Bureau of Contract Administration



JOHN L. REAMER, JR.  
Inspector of Public Works  
Bureau of Contract Administration

REVIEWED AND APPROVED BY:



LISA B. MOWERY, P.E., Chief Financial Officer  
Bureau of Sanitation  
Date: 8/27/21

APPROVED AS TO FUNDS:



MIGUEL DE LA PEÑA, Director  
Office of Accounting  
511/50/50V554 \$225,000  
760/50/50VX82 \$379,000  
Date: 9/01/2021

Prepared by:  
Dan Seto, ICSD  
(323) 342-6288

# INTEGRATED SUPPORT AGREEMENT INFLECTION POINT SOLUTIONS

## EXHIBITS

EXHIBIT A

BIP WAIVER

The purpose of ED 14 is to ensure that all businesses have an equal opportunity to participate in City contracts as well as re-affirm the City's commitment to outreach and participation of minority and women owned businesses. Waivers to the outreach requirement by prime contractors should not be considered unless there are no opportunities for subcontracting. ED 14 outreach requirements do not apply to legitimate sole source opportunities. Additionally ED 14 may not apply if federal or grant funding require another method of outreach and inclusion.

**\* Required**

**Name \***

Dan Seto

**Email Address \***

dan.seto@lacity.org

**Department Name \***

LA Sanitation

**Type of Contract \***

Other ▼

**Approximate dollar value of opportunity \***

\$13,399,230

**Is this opportunity a sole source \***

Yes

**Source of funding \***

- ☐ Federal grant
- ☐ State grant
- ☐ Local grant (County or City)
- ☐ General Fund

☒ Other: Special Funds

**Please describe scope of work to be performed \***

Proprietary Specialized Softw

**Are there subcontracting opportunities? \***

No/Improbable

**Anticipated advertising date \***

N/A

**Is this a new opportunity \***

- ☒ yes
- ☐ no

**Has the Department's General Manager approved this request? \***

yes ▼

Submit

Never submit passwords through Google Forms.



Alexa Esparza <alexa.esparza@lacity.org>

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## Fwd: ED 14 BIP Waiver

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Dan Seto <dan.seto@lacity.org>

Tue, Jun 4, 2019 at 11:06 AM

To: Alexa Esparza <alexa.esparza@lacity.org>, Shari Kuroki <shari.kuroki@lacity.org>

Cc: Anita Fernandez <anita.fernandez@lacity.org>

fyi.

Dan

----- Forwarded message -----

From: **cpo team** <cpoteam@lacity.org>

Date: Tue, Jun 4, 2019 at 11:05 AM

Subject: ED 14 BIP Waiver

To: <dan.seto@lacity.org>

Good Morning Dan,

Your waiver for software maintenance has been approved.

--

**Eric  
Garcetti**  
#iamayor

**CPO TEAM**

**Mayor's Office of Budget and Innovation**  
**200 N. Spring St, Los Angeles, CA 90012**

EXHIBIT B  
RATE SCHEDULE



INFLECTION POINT SOLUTIONS  
INTEGRATED SUPPORT AGREEMENT BILLING RATES

Role	Billing Rate
Executive in Charge	\$230
Project Manager	\$175
Project Coordinator	\$165
Technical Lead	\$185
Solution Architect	\$200
Senior Developer	\$165
Developer	\$150
Database Expert	\$165
Business Analyst	\$150
Project Analyst	\$135
System Analyst	\$135
Technical Support Admin	\$145
Creative/UX Lead	\$160
QA Specialist	\$145
Senior QA Specialist	\$160

EXHIBIT C

PROJECT SERVICES COST ESTIMATE

## PROJECT SERVICES COST ESTIMATE

COST PROPOSAL WORKSHEET				
COMPANY:	SCOPE OF WORK Project Summary	DATE:	REV:	
Task Order		MILESTONE/PHASE/ PROJECT SUMMARY: Project Summary		
Direct labor				
Personnel	Function	Hours	Rate	Amount
		@		\$
		@		\$
		@		\$
		@		\$
		@		\$
TOTAL HOURS			TOTAL DIRECT LABOR	
			\$	
MULTIPLERS				
ESCALATION @ %		(Rate)		
OVERHEAD @		(of Total Direct Labor + Escalation)		
PAYROLL ADDITIVES @		151.17% (of Total Direct Labor + Escalation)		
TOTAL MULTIPLIERS				\$
OTHER DIRECT EXPENSES *** Billed at Actual Cost***				
ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
		@		\$
		@		\$
		@		\$
		@		\$
		@		\$
TOTAL OTHER DIRECT EXPENSES				\$
OUTSIDE SERVICES (w/o fee)				
COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL
				\$
				\$
				\$
TOTAL OUTSIDE SERVICES				\$
FEES				
%			\$	
				\$
Total Fees				\$
TOTAL COST				\$

## EXHIBIT D

### PERFORMANCE CRITERIA FOR PRODUCT SUPPORT EVALUATION

## Performance Criteria for Product Support Evaluation

1. Each tier 2 product support will be evaluated in three categories to determine the amount of holdback to be provided annually:
  - a. Communication: Refers to participation and conducting necessary support meetings and providing necessary information and documentation.
    - i. Attend and join necessary meetings, provide required documentation and instructions for any delivery.
  - b. Delivery Timeliness: Refers to providing agreed upon list of deliverables according to agreed upon schedule.
    - i. Reasonableness of schedule for delivery and how far delivered ahead or behind scheduled delivery.
  - c. Deliverable Quality: Refers to the how issue prone deliverables are when implemented.
    - i. Do-overs: Number of debug tickets opened for a release after delivery. This is actually a metric that I already track for our team's EOS number. If we deliver a release and a client finds an issue with it, we open a debug ticket. We could have a goal of a certain number of post-delivery debug tickets per month. The goal could be based on the number of tickets that were delivered that month.
2. The three categories: Communication, Delivery Timeliness, and Deliverable Quality will be used to provide an evaluation score. In order to receive the total holdback for each tier 2 product each of the categories must be evaluated 100%. The percentage of a category will be that percentage of the holdback for the represented category that will be released for payment.
3. An evaluation period for each tier 2 support product will be agreed upon by LASAN and IPS. An evaluation score will be arrived at for the evaluation period. Evaluation scores are provided in each tier 2 support meeting and are cumulative at the time given. An evaluation period will be at least once per quarter and documented.
4. Justification will be provided for the basis of evaluation which will be discussed with IPS.
5. LASAN can reevaluate and reissue an evaluation score at its discretion when there is an documented and appropriate justification presented.
6. IPS will have a chance to adjust percentages and have a chance to rectify issues for adjustment.
7. At the end of the year the final evaluation score for each tier 2 product will result in the following release of the hold back.

Final Evaluation and Hold Back Release per Tier 2 Product

Final Evaluation Score	Amount of Hold Back Release
80% and Above	100%
70%-79%	80%
60%-69%	60%
50%-59%	50%
40%-49%	40%
30%-Below	0%

EXHIBIT E

INSURANCE REQUIREMENTS



## INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

**PERSON TO CONTACT** Direct all correspondence, questions, requests for additional forms, etc., to the contact person listed here or to the department that administers your contract, lease or permit:

Contact Person	<b>Nicolas Tran</b>
City Agency Address	<b>City of Los Angeles/LASAN 1149 S. Broadway Street, LA</b>
Telephone	<b>(213) 485-2281</b>
Fax No.	<b>(213) 485-2267</b>

### GENERAL INFORMATION

**1. Project ID** All submissions must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and dollar amounts** specified on the Insurance Requirements Sheet (Form Gen. 146) included in your CITY documents.

**2. When to submit** Normally, no work or occupancy may begin until a CITY insurance approval number has been obtained, so documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings but before construction commences.

**3. Availability of Insurance** Coverages and limits are subject to availability on the open market at reasonable cost as determined by the CITY. For requirements to be relaxed or waived, your broker or agent must document non-availability or non-affordability in a letter to the CITY. It must show a good faith effort to place the required insurance, must list the names of the insurance carriers contacted and show the declinations or cost indications received from each.

**4. Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed their financial statements.

### ADMINISTRATIVE REQUIREMENTS

**5. 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. 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.

**6. Aggregate Limits/Impairment** If any of the required insurance coverages contain annual aggregate limits, you must give the CITY written notice of any pending claim or lawsuit which may diminish the aggregate within thirty (30) days of knowledge of same. You must take steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days 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 CITY'S protection are allowed without CITY'S prior written consent.

**7. Signature** All submissions must bear the manual autograph in ink of a person with authority to bind coverage. Signatures which are rubber stamped, mechanically reproduced, initialed by others or photocopied are not acceptable.

## **POLICY CONDITIONS**

**8. Additional Insured/Loss Payee** The CITY must be included as an additional insured in applicable liability policies to cover the CITY'S vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the CITY. The CITY is to be named a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**9. Notice of Cancellation** You agree contractually to maintain all required insurance in full force for the duration of your business with the CITY. By ordinance, all required insurance must provide at least 30 days' prior notice directly to the CITY by receipted delivery (certified mail, courier or in-person delivery) if your *insurance company* elects to cancel or reduce coverage prior to the policy expiration date. This also applies when the **scope of coverage** which affects the CITY'S interest is to be reduced or when the **dollar limits** of coverage are to be reduced for any reason except impairment of an aggregate limit due to prior claims. Submissions not meeting this requirement will be rejected.

**10. Primary Coverage** The coverage must be 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.

**11. Separation of Insureds** (Severability of Interest) In **construction contracts**, the CITY must be able to retain its rights as a potential claimant as well as to be protected as an additional insured for vicarious liability to third party claimants except with respect to the insurance company's limits of liability.

## **PROCEDURES**

**12. Acceptable Evidence and Approval CITY Special Endorsement** forms completed by your insurance company or its designee are the preferred form of evidence of insurance. (**Note:** The CITY forms are acceptable to the California Department of Insurance from *any* insurance carrier. They need not be re-filed by individual insurance companies.) Altered forms may not be accepted but the "Other Provisions" box on the CITY forms, may be used, as necessary, to provide pertinent information such as important exclusions, specific provisions or scheduled locations/equipment. Additional pages may be attached for this purpose, as well. If they are, make note of it in this box. An acceptable alternative to the Special Endorsement form is a **certified copy of full insurance policy** which contains a 30-day cancellation notice provision and additional-insured or loss-payee status, when appropriate, for the CITY. **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days. However, non-binding documents such as broker letters and **Certificates of Insurance are not acceptable as stand-alone evidence of coverage.** Certificates *are* acceptable for the following purposes: 1) supplemental information to accompany endorsements; renewals or extensions of coverage already on file with the CITY; 2) for the naming of third-party, additional insureds; 3) as an indication of compliance with statute, such as Workers' Compensation Law or the California Financial Responsibility Law for Automobile Liability, 4) as proof of coverage beyond CITY requirements or which does not directly relate to the CITY'S interests.

13. **Renewal** When an existing policy is timely renewed, submit a renewal endorsement or a manually-signed Certificate of Insurance. However, if your policy number changes or you use a different underwriting company (insurer) you must submit new evidence which meets the policy conditions listed in Sections 8 through 11 of this information sheet.

## COVERAGE INFORMATION

14. **Dollar Limits** of required insurance are sometimes set by statute or ordinance. When there is no specific amount required by law, limits are based on the amount of risk to the CITY from the contractor, vendor or permittee's activities.

15. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third party claims which may arise out of your work or your presence on CITY premises. **Contractual liability** coverage is a required inclusion in this insurance. (See separate information sheet on the CITY'S SPARTA program as an optional source of low-cost insurance which meets all requirements.)

16. **Automobile Liability** insurance is required only where vehicles are used in performing the work of your Contract or where they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

17. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

18. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc.

19. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Fire Legal Liability** is required for persons occupying a portion of CITY premises.

20. **Surety** coverage may be required to guarantee performance of work. A **Fidelity bond** may be required to handle CITY funds, high value property and under certain other conditions. **Specialty coverages** may be needed for certain operations.

## Required Insurance and Minimum Limits

Name: Inflection Point SolutionsDate: 04/22/2021Agreement/Reference: THE INTEGRATED MAINTENANCE AND SUPPORT OF INFLECTION POINT SOLUTIONS SOFTWARE PRODUCTS

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

<input checked="" type="checkbox"/>	<b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>	
		WC <u>Statutory</u>
		EL <u>\$1,000,000</u>
<input type="checkbox"/>	Waiver of Subrogation in favor of City	
<input type="checkbox"/>	Longshore & Harbor Workers	
<input type="checkbox"/>	Jones Act	

<input checked="" type="checkbox"/>	<b>General Liability</b>	<u>\$1,000,000</u>
<input checked="" type="checkbox"/>	Products/Completed Operations	
<input type="checkbox"/>	Sexual Misconduct	
<input type="checkbox"/>	Fire Legal Liability	
<input type="checkbox"/>		

<input checked="" type="checkbox"/>	<b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$1,000,000</u>
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<input checked="" type="checkbox"/>	<b>Professional Liability</b> (Errors and Omissions)	<u>\$1,000,000</u>
	Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	

<input type="checkbox"/>	<b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/>	All Risk Coverage	
<input type="checkbox"/>	Flood	
<input type="checkbox"/>	Earthquake	
<input type="checkbox"/>	Boiler and Machinery	
<input type="checkbox"/>	Builder's Risk	
<input type="checkbox"/>		

<input type="checkbox"/>	<b>Pollution Liability</b>	
<input type="checkbox"/>		

<input checked="" type="checkbox"/>	<b>Surety Bonds</b> - Performance and Payment (Labor and Materials) Bonds	100% of the contract price
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<input type="checkbox"/>	<b>Crime Insurance</b>	
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**Other:** 1) If contractor is a sole proprietor and decides to not cover herself/himself, please complete the form entitled "Request For Waiver of Workers' Compensation" located at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk).

2) Auto Liability in compliance with the financial responsibility laws of the State of California.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Insurance Brokers, LLC 777 S. Figueroa St. Suite 5200 Los Angeles CA 90017	<b>CONTACT NAME:</b> Mark Nieman <b>PHONE (A/C No, Ext):</b> 2136894252 <b>E-MAIL ADDRESS:</b> dburgos@lockton.com <b>FAX (A/C No):</b> <b>INSURER(S) AFFORDING COVERAGE</b> National Fire Insurance Co of Hartford <b>NAIC #</b> 20478
<b>INSURED</b> IPS Group, Inc. 7737 Kenamar Court San Diego CA 92121	<b>INSURER A:</b> Valley Forge Insurance Company <b>INSURER B:</b> Continental Insurance Company <b>INSURER C:</b> Lloyd's of London <b>INSURER D:</b> American Casualty Company of Reading, PA <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	4034952942	03/19/2021	03/19/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Each occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 15,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	N	N	6013847872	03/19/2021	03/19/2022	COMBINED SINGLE LIMIT (Each accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	Comp/Coil Ded \$ 1,000						
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB	Y	N	4034952990	03/19/2021	03/19/2022	EACH OCCURRENCE \$ 20,000,000
	AGGREGATE \$ 20,000,000						
	DED \$						
	RETENTION \$						
E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	5093308451	03/19/2021	03/19/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
D	E&O/Netwrk/Prvcy/Media	N	N	CYYE63501	03/19/2021	03/19/2022	Each Occ. \$ 5,000,000
	Agg \$ 5,000,000						
	Ded \$ 100,000						

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate Holder is named as additional insured as respects General Liability per attached. Privacy coverage for disclosure of personal information is included in the Tech E&O Liab policy per policy form.

**CERTIFICATE HOLDER****CANCELLATION**

City of Los Angeles and its Agencies, Boards and Depts. 200 North Main Street City Hall East - Rm 1240 Los Angeles CA 90012	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> <b>AUTHORIZED REPRESENTATIVE</b> Mark Nieman
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## CERTIFICATE OF LIABILITY INSURANCE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket

## EXHIBIT F

### SLAVERY DISCLOSURE ORDINANCE AND DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE



## CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

This Affidavit must only be submitted once on LABAVN ([www.labavn.org](http://www.labavn.org)), but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding this Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 847-2625; E-mail: [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org).

1. I, Jill Means am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

<u>51896</u>	<u>20-2009707</u>		
BAVN Company Id	EIN/TIN		
<u>Inflection Point Solutions LLC</u>			
Company Name			
<u>8500 W. 110th Street Suite 550</u>	<u>Overland Park</u>	<u>KS</u>	<u>66210</u>
Street Address	City	State	Zip
<u>913-661-0539</u>	<u>jmeans@ipsdelivers.com</u>		
Phone	Email		

3. The company came into existence in 2004 (year).

4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that: (mark only the option(s) that apply):

- ☒ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
- ☐ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org).
- ☐ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org).

5. The Person/Company has searched its records for information relating and based on that research, the Person/Company represents that (mark only the option(s) that apply):

- ☒ The Person/Company found no records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017.
- ☐ The Person/Company found records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017. A description of the nature of that participation is required and should be sent to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org).

## TERMS OF ACCEPTANCE AND SIGNATURE:

I, Jill Means, the requestor for this "DO Affidavit", warrant the truthfulness of the information provided in the document.

**Electronic Signature:\***

Jill Means

*Signature*

28 May, 2019

*Date*

☒ I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

**Execution of document by E-signature.** By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

## DEFINITIONS

**Affidavit** means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

**Company** means any person, firm, corporation, partnership or combination of these.

**Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

**Enslaved Person** means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

**Investment** means to make use of an Enslaved Person for future benefits or advantages.

**Participation** means having been a Slaveholder during the Slavery Era.

**Predecessor Company** means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

**Profits** means any economic advantage or financial benefit derived from the use of Enslaved Persons.

**Slavery** means the practice of owning Enslaved Persons.

**Slavery Era** means that period of time in the United States of America prior to 1865.

**Slaveholder** means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

**Slaveholder Insurance Policies** means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

EXHIBIT G

LIVING WAGE AND SERVICE CONTRACTOR  
RETENTION ORDINANCES

**Living Wage Ordinance and Service Contractor Worker Retention Ordinance**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). Bidders/Proposers shall refer to Attachment/Appendix \_\_\_\_, "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" for further information regarding the requirements of the Ordinances.

Bidders/Proposers who believe that they meet the qualifications for one of the exemptions described in the LWO List of Statutory Exemptions shall apply for exemption from the Ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption (Form OCC/LW-10), the Non-Profit/One-Person Contractor Certification of Exemption (Form OCC/LW-13), or the Small Business Exemption Application (Form OCC/LW-26A). These exemption forms are available on the Bureau of Contract Administration website at <http://bca.lacity.org/index.cfm>. The List of Statutory Exemptions is included in the Attachment/Appendix.

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

**1. What is the Living Wage Ordinance?**

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

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

**2. When was the Ordinance adopted?**

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

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

Generally, the LWO covers the following types of agreements:

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

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

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

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

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

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

#### **6. Are all employees covered by the Ordinance?**

Intentionally left blank 8/18/06

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

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

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

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

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

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

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



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

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

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

## **11. Are there any exemptions available under the Ordinance?**

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

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

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

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

## LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

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

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

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

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

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

- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)).** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child



Care Workers as defined in the LWO Rules and Regulations (an employee “whose work on an agreement involves the care or supervision of children 12 years of age and under.”). A copy of the IRS 501(c)(3) Exemption Letter will be required.

- b. **One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.

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

- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersedes the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
- b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
- c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small businesses that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than \$471,870 (adjusted July 1, 2012). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for “Small Business” Exemption (Form OCC/LW-26a) and submit the application with the documents requested on that form.
- d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LW-10).
  - (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
  - (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).
  - (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

# **CITY OF LOS ANGELES**

## **Service Contractor Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.)**

### **1. What is the Service Contractor Worker Retention Ordinance?**

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

### **2. What is a successor contractor?**

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

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

The SCWRO covers the following types of agreements:

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

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

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

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

The Ordinance requires the successor contractor to:

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

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

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

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

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

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

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

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

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

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

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

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

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

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway, 3<sup>rd</sup> Floor, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org), or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

EXHIBIT H

CONTRACTOR RESPONSIBILITY ORDINANCE

**CITY OF LOS ANGELES**  
**PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE**

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

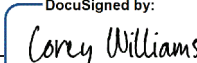
The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

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

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

INFLECTION POINT SOLUTIONS, LLC, 1000 N. WATER ST., STE 950, MILWAUKEE, WI 53202, (913) 661-0539

Company Name, Address and Phone Number

DocuSigned by: 10/2/2020  
  
 Sign: 7FD52A98E46D481... Authorized Representative Date  
 COREY WILLIAMS, VICE PRESIDENT

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

EXHIBIT I

BUSINESS TAX REGISTRATION CERTIFICATE

**CITY OF LOS ANGELES**

Office of Finance  
P.O. Box 53200  
Los Angeles CA 90053-0200



\*\*\*\*\*AUTO\*\*MIXED AADC 900 15  
INFLECTION POINT SOLUTIONS, LLC 5555

1000 N WATER STREET SUITE #950  
MILWAUKEE, WI 53202-6669

1000 N WATER ST STE 950  
MILWAUKEE WI 53202-6669

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE				
THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED				
BUSINESS TAX			ISSUED: 8/13/2012	
ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0002016204-0001-2	L049	Professions/Occupations	1/1/2005	Active

INFLECTION POINT SOLUTIONS, LLC

1000 N WATER ST STE 950  
MILWAUKEE WI 53202-6669

1000 N WATER STREET SUITE #950  
MILWAUKEE, WI 53202-6669

ISSUED BY:

*Antonio D. Christensen*  
DIRECTOR OF FINANCE

ISSUED FOR TAX COMPLIANCE PURPOSES ONLY  
NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS • Office of Finance, P.O. Box 53200, Los Angeles CA 90053-0200  
FORM 3200 (Rev. 4/12) IMPORTANT • READ REVERSE SIDE

EXHIBIT J

LOS ANGELES RESIDENCE INFORMATION



## Los Angeles Residence Information

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the city encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: INFLECTION POINT SOLUTIONS, LLC

I. Corporate or Main Office Address:

1000 N. WATER ST., STE 950

MILWAUKEE, WI 53202

\_\_\_\_\_

II Total Number of Employees in Organization: 22

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

0 and 0 %

EXHIBIT K

NON COLLUSION AFFIDAVIT

**Non-Collusion Affidavit**

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, COREY WILLIAMS, depose and say that I am

VICE PRESIDENT of INFLECTION POINT SOLUTIONS, LLC  
("President", "Vice President", etc.) (Name and Address of Organization)

who submits this proposal to the City of Los Angeles, Department of Public Works, Bureau of Sanitation, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: OCTOBER 2, 2020 at MILWAUKEE, WI  
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify or declare under penalty of perjury that the foregoing is correct

DocuSigned by:  
Corey Williams  
7FD52A96E46D481...

(Signature)

EXHIBIT L

CONTRACT HISTORY

## CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

Dates of the Contract	Services Provided	Amount of Contract	Contract Number
11/17 thru current	IPS is currently performing a PIMS/IWB Technology Uplift that will uplift the user interface to a modern technology standard to facilitate future enhancements and allow for sustainable application support. The activities in Phase 1 (Discovery and Design) will determine the final costs for Phase 2 (Development and Deployment).	\$415,840 (Phase 1) \$1,562,445 (Phase 2 estimate)	C-121820
1/17 thru 12/17	IPS was responsible for the development of a registration and fee system to support the Industrial/Commercial Facility Pollution Control and Education program.	\$215,800	C-121820
10/10 thru current	IPS was responsible for the migration of the Bureau's Wastewater Information System and Analytical Research Database (WISARD) system to a new platform that employs the most current technology, but maintains the current data model, database structure and overall functionality. IPS currently supports the WISARD system.	\$778,990	C-113315

INFLECTION POINT SOLUTIONS, LLC

Name of Organization

COREY WILLIAMS

Print Name

10/2/2020

Date

DocuSigned by:

Corey Williams

7FD52A96E46D481...

Signature

VICE PRESIDENT

Title

EXHIBIT M

MUNICIPAL LOBBYING ORDINANCE

# Municipal Lobbying Ordinance

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◆◆◆ Los Angeles Municipal Code §§ 48.01 *et seq.*

*Effective January 30, 2013*

Prepared by



200 North Spring Street, 24<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 978-1960  
TTY (213) 978-2609  
<http://ethics.lacity.org>

**Los Angeles Municipal Lobbying Ordinance  
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## Municipal Lobbying Ordinance

Los Angeles Municipal Code Chapter IV, Article 8

Repealed and Re-added by Ordinance No. 169916, effective 8/10/94.

### SEC. 48.01. Title and Findings

A. **Title.** This Article shall be known and may be cited as the Los Angeles Municipal Lobbying Ordinance.

B. **Findings.** The following findings are adopted in conjunction with the enactment of this Article:

1. City Government functions to serve the needs of all citizens.
2. The citizens of the City of Los Angeles have a right to know the identity of interests which attempt to influence decisions of City government, as well as the means employed by those interests.
3. All persons engaged in compensated lobbying activities aimed at influencing decisions by City government must, when so engaged, be subject to the same regulations, restrictions and requirements, regardless of their background, training or other professional qualifications or license.
4. Complete public disclosure of the full range of activities by and financing of lobbyists and those who employ their services is essential to the maintenance of citizen confidence in the integrity of local government.
5. It is in the public interest to ensure that lobbyists do not misrepresent facts, their positions, or attempt to

deceive officials through false communications, do not place City officials under personal obligation to themselves or their clients, and do not represent that they can control the actions of City officials.

6. It is in the public interest to adopt these amendments to the City's regulations of lobbyists to ensure adequate and effective disclosure of information about efforts to lobby City government.

*History:*

*Amended by Ord. No. 169916, effective 8/10/94.*

### SEC. 48.02. Definitions

The following terms used in this Article shall have the meanings set forth below. Other terms used in this Article shall have the meanings set forth in the California Political Reform Act of 1974, as amended, and in the regulations of the California Fair Political Practices Commission, as amended, if defined therein.

**"Activity expense"** means any payment, including any gift, made to or directly benefiting any City official or member of his or her immediate family, made by a lobbyist, lobbying firm, or lobbyist employer.

**"Agency"** means the City of Los Angeles or any department, bureau, office, board, commission, other agency of the City, or any other government agency, required to adopt a conflict of interest code subject

to City Council approval, and includes the City's Community Redevelopment Agency and the Los Angeles City Housing Authority.

**"At the behest"** means under the control of, at the direction of, in cooperation, consultation, coordination, or concert with, at the request or suggestion of, or with the express prior consent of any elective City officer or candidate for elective City office. A donation to a religious, charitable, or other nonprofit organization is not made at the behest of an elective City officer or candidate if the donation is solicited through a newspaper publication, through radio, television, or other mass media, or through a suggestion made to the entire audience at a public gathering. A donation to a religious, charitable, or other nonprofit organization is not made at the behest of an elective City officer or candidate solely because the name of the officer or candidate is listed with other names on written materials used to request donations or the officer or candidate makes a speech to the entire audience or is honored and given an award at an event sponsored by the organization.

**"Attempting to influence"** means promoting, supporting, opposing or seeking to modify or delay any action on municipal legislation by any means, including but not limited to providing or using persuasion, information, statistics, analyses or studies. A person attempts to influence municipal legislation when he or she engages in lobbying activities for the purpose of influencing a decision.

**"City official"** means any elective or appointed City officer, member, employee or consultant (who qualifies as a public official within the meaning of the Political Reform Act) of any agency, who,

as part of his or her official duties, participates in the consideration of any municipal legislation other than in a purely clerical, secretarial or ministerial capacity.

**"Client"** means both

- (1) the person who compensates a lobbyist or lobbying firm for the purpose of attempting to influence municipal legislation and
- (2) the person on whose behalf a lobbyist or lobbying firm attempts to influence such municipal legislation, even if the lobbyist or lobbying firm is compensated by another person for such representation.

However, if a lobbyist or lobbying firm represents a membership organization and individual members of that organization, an individual member is not a client solely because the member is individually represented by the lobbyist or lobbying firm unless the member makes a payment for such representation in addition to usual membership fees.

**"Compensated services"** means services for which compensation was paid during a reporting period or for which the lobbyist or lobbying firm became entitled to compensation during that period.

**"Controlled committee"** means any committee controlled by an elective City officer or candidate for any elective City office, including any campaign, officeholder, legal defense fund, or ballot measure committee.

**"Direct communication"** means appearing as a witness before, talking to (either by telephone or in person),

corresponding with, or answering questions or inquiries from, any City official or employee, either personally or through an agent who acts under one's direct supervision, control or direction.

**"Donation"** means a payment for which full and adequate consideration is not received.

**"Elective city officer"** means the Mayor, City Attorney, Controller and Member of the City Council.

**"Elective officer"** means any person who is a City Council Member, City Attorney, Controller or Mayor, whether appointed or elected.

**"Fundraiser"** means an individual who receives compensation to engage in fundraising activity as defined in this section.

**"Fundraising activity"** means soliciting a contribution or hosting or sponsoring a fundraising event or hiring a fundraiser or contractor to conduct any event designed primarily for political fundraising at which contributions for an elective City officer, candidate for elective City office, or any of his or her controlled committees are solicited, delivered or made.

**"Host or sponsor"** means to provide the use of a home or business to hold a political fundraising event without charging market value for the use of that location; to ask more than 25 persons to attend the event; to pay for at least a majority of the costs of the event; or to provide the candidate, campaign, committee and/or fundraiser more than 25 names to be used for invitations to the event.

**"Lobbying activities"** includes the following and similar compensated conduct when that conduct is related to a direct communication to influence any municipal legislation:

- (1) engaging in, either personally or through an agent, written or oral direct communication with a City official;
- (2) drafting ordinances, resolutions or regulations;
- (3) providing advice or recommending strategy to a client or others;
- (4) research, investigation and information gathering;
- (5) seeking to influence the position of a third party on municipal legislation or an issue related to municipal legislation by any means, including but not limited to engaging in community, public or press relations activities; and
- (6) attending or monitoring City meetings, hearings or other events.

**"Lobbying entity"** means a lobbyist, lobbying firm or lobbyist employer, as defined in this article.

**"Lobbying firm"** means any entity, including an individual lobbyist, which receives or becomes entitled to receive \$1,000 or more in monetary or in-kind compensation for engaging in lobbying activities (either personally or through its agents) during any consecutive three-month period, for the purpose of attempting to influence municipal legislation on behalf of any other person, provided any partner, owner,

shareholder, officer or employee of the entity qualifies as a lobbyist. Compensation does not include reimbursement of or payment for reasonable travel expenses. An entity receives compensation within the meaning of this definition whether or not the compensation is received solely for activities regulated by this article or is received for other activities as well; however, only that portion of compensation received for the lobbying activities shall count toward the qualification threshold. An entity **"becomes entitled to receive compensation"** when the entity agrees to provide services regulated by this Article, or performs those services, whether or not payment is contingent on the accomplishment of the client's purposes.

**"Lobbyist"** means any individual who is compensated to spend 30 or more hours in any consecutive three-month period engaged in lobbying activities which include at least one direct communication with a City official or employee, conducted either personally or through agents, for the purpose of attempting to influence municipal legislation on behalf of any other person.

Compensation does not include reimbursement of or payment for reasonable travel expenses. A person receives compensation within the meaning of this definition whether or not the compensation is received solely for activities regulated by this Article or is received for both lobbying activities and other activities as well. However, only the compensation for the lobbying activities shall be calculated to determine whether an individual qualifies as a lobbyist. An individual **"becomes entitled to receive**

**compensation"** when the individual or the entity in which the individual is an employee, partner, owner, shareholder or officer, agrees to provide services regulated by this Article, or performs those services, regardless of whether payment is contingent on the accomplishment of the client's purposes. A lobbyist includes a person who owns an investment in a business entity if that person attempts to influence municipal legislation on behalf of the business entity and if the person acquires the investment as compensation for his or her lobbying services or in contemplation of performing those services.

**"Lobbyist employer"** means an entity, other than a lobbying firm, that employs a lobbyist in-house to lobby on its behalf.

**"Major filer"** means any person who makes payments or incurs expenditures totaling \$5,000 or more during any calendar quarter for public relations, media relations, advertising, public outreach, research, investigation, reports, analyses, studies, or similar activities, for the purpose of attempting to influence action on any proposed or pending matter of municipal legislation, if these payments or expenditures are not required to be reported on a lobbyist or lobbying firm quarterly report. A **"major filer"** does not include a lobbyist, lobbyist employer, or lobbying firm. Expenditures and payments for regularly published newsletters or other routine communications between an organization and its members shall not be counted for the purpose of this definition.

**"Municipal legislation"** means any legislative or administrative matter proposed or pending before any agency (as defined in this Article), including but

not limited to those involving the granting, denial, revocation, restriction or modification of a license, permit or entitlement for use (including all land use permits) if the Mayor, the City Council, any of its committees, any agency board, commission, committee, or general manager, or any agency officer or employee charged by law with holding a hearing and making a decision, is charged by law with making a final decision on the matter. However, **"municipal legislation"** does not include any of the following:

- (1) A request for advice or for an interpretation of laws, regulations, City approvals or policies, or a direct response to an enforcement proceeding with the City Ethics Commission.
- (2) Any ministerial action. An action is ministerial if it does not require the City official or employees involved to exercise discretion concerning any outcome or course of action.
- (3) Any action relating to the establishment, amendment, administration, implementation or interpretation of a collective bargaining agreement or memorandum of understanding between an agency and a recognized employee organization, or a proceeding before the Civil Service Commission or the Employee Relations Board. Further, it does not include management decisions as to the working conditions of represented employees that clearly relate to the terms of such collective bargaining agreement or memorandum of understanding. Nevertheless,

**"municipal legislation"** does include any action relating to collective bargaining taken by the City Council, any of its committees or members (including the staffs of such members), or by the Mayor or his or her office.

- (4) Preparation or compilation of any radius map, vicinity map, plot plan, site plan, property owners or tenants list, abutting property owners list, photographs of property, proof of ownership or copy of lease, or neighbor signatures required to be submitted to the City Planning Department.

**"Person"** means any individual, business entity, trust corporation association, committee, or any other organization or group of persons acting in concert.

**"Solicit"** means to ask, personally or through an agent, that another person make a contribution to an elective City officer or candidate for City office, or to his or her controlled committee, including allowing one's signature to be used on a written request for funds. For purposes of this article, a lobbying entity solicits a contribution only when the lobbying entity does so

- (1) at the behest of the elective City officer or candidate for elective City office, or his or her campaign treasurer, campaign manager, or member of his or her fundraising committee, or
- (2) if the lobbying entity has informed the candidate or officer that the person is soliciting the contributions.

A person does not solicit, however, by making a request for funds publicly to at least a majority of persons who attend



any public gathering, or by making a request that appears published in a newspaper, on radio or television.

*History:*

*Amended by Ord. No. 169916, effective 8/10/94.*

*Amended by Ord. No. 172479, effective 4/10/99.*

*Amended by Ord. No. 175432, effective 9/28/03.*

*Amended by Ord. No. 178064, effective 1/15/07.*

*Amended by Ord. No. 178356, effective 3/12/07.*

### **SEC. 48.03. Exemptions**

The following persons are exempt from the requirements of this Article:

- A. Any public official acting in his or her official capacity, and any government employee acting within the scope of his or her employment.
- B. A newspaper or other regularly published periodical, radio or television station or network, including any individual who owns, publishes or is employed by such newspaper, periodical or station or network, when, in the ordinary course of its business, it publishes or broadcasts news, editorials or other comments, or paid advertising, which directly or indirectly attempts to influence action on municipal legislation. This exemption does not apply to any other action by any such newspaper, periodical, station or network, or by any such person, to attempt to influence municipal legislation, if such activity otherwise regulated by this Article.
- C. A person acting without any compensation or consideration other than reimbursement or payment of reasonable travel expenses.
- D. Any person whose only activity is submitting a bid on a competitively bid

contract, submitting a written response to or participating in an oral interview for a request for proposals or qualifications, or negotiating the terms of a written agreement with any City agency if selected pursuant to that bid or request for proposals or qualifications. Except with regard to persons covered by subsections E and F, this exemption shall not apply to any person who attempts to influence the action of the Mayor or Mayor's staff, any member of the City Council or their staffs, or any board or commission member with regard to any such contract.

- E. Any organization exempt from federal taxation pursuant to Section 501(c)(3) of the Internal Revenue Code, which receives funding from any federal, state or local government agency for the purpose of representing the interests of indigent persons and whose primary purpose is to provide direct services to those persons, if the individual or individuals represented by the organization before any City agency provide no payment to the organization for that representation. This exemption shall not apply to direct contracts with a City official in other than a publicly noticed meeting, for the purpose of attempting to influence a City decision with regard to any City funding which the organization is seeking.
- F. Any person employed by an organization described in Subsection E with respect to his or her activities as an employee of the organization.

*History:*

*Amended by Ord. No. 169916, effective 8/10/94.*



#### **SEC. 48.04 Prohibitions**

No lobbyist or lobbying firm subject to the requirements of this Article shall:

- A. Do any act with the purpose and intent of placing any City official under personal obligation to the lobbyist, the lobbying firm, or to the lobbyist's or firm's employer or client.
- B. Fraudulently deceive or attempt to deceive any City official with regard to any material fact pertinent to any pending or proposed municipal legislation.
- C. Cause or influence the introduction of any municipal legislation for the purpose of thereafter being employed or retained to secure its passage or defeat.
- D. Cause any communication to be sent to any City official in the name of any nonexistent person or in the name of any existing person without the consent of such person.
- E. Make or arrange for any payment to a City official, or act as an agent or intermediary in making any such payment by any other person, if the arrangement or the payment would violate any provision of the City's Governmental Ethics Ordinance (Los Angeles Municipal Code Section 49.5.1, et seq.)

*History:*

*Amended by Ord. No. 169916, effective 8/10/94.*

#### **SEC. 48.05. Record Keeping Responsibilities**

- A. Lobbying entities and major filers shall prepare and retain detailed records (including all books, papers and other documents) needed to comply with the requirements of this Article. Treasurers and fundraisers for elective City officeholders and City candidates, or for any elective City officer's or City candidate's controlled committees shall prepare and retain detailed contribution activity records for any contributions received as a result of fundraising activity engaged in by a lobbyist, lobbying firm or lobbyist employer, as defined by this article. These records shall be retained for not less than four years.
- B. If a lobbying entity engages in fundraising activities as defined in Section 48.02 of this Code at the behest of a candidate or officeholder running for elective City office, the lobbying entity shall maintain records detailing any contributions that they know or have reason to know resulted from the fundraising activities.
- C. If an officeholder or a candidate running for elective City office contracts with a lobbying entity to engage in fundraising activity as described in Section 48.02 of this Code, the committee treasurer and fundraiser shall maintain records detailing any contributions that they know or have reason to know resulted from the fundraising activities. The treasurer and fundraiser shall make the records available to the lobbying entity upon request of the lobbying entity.

- D. If a lobbying entity delivers or sends written communications to a certified neighborhood council in an attempt to influence municipal legislation as described in Section 48.08.8 of this Article, the lobbying entity shall prepare and maintain detailed records of these written communications for not less than four years.

*History:*

*Amended by Ord. No. 175432, effective 9/28/03.*

### **SEC. 48.06. Filing Methods**

- A. All registrations, reports, and other filings required by this Article must be submitted under penalty of perjury by the person who is required to file and must be filed in a format prescribed by the Ethics Commission. The Ethics Commission must provide public access to all filings.
- B. Lobbying entities and persons who qualify as lobbying entities must file registrations, quarterly reports, terminations and amendments to those filings electronically.
- C. If an electronic filing is required, the Ethics Commission must provide a unique identifier to the person who is required to file, to be used in place of a physical signature for submitting and verifying data under penalty of perjury. All electronic filings are presumed to be filed under penalty of perjury by the person required to file.
- D. If a paper filing is required, it must contain the physical signature of the person who is required to file. A document is considered filed on the earlier of the date of receipt by the Ethics Commission or the date of the

postmark if it is mailed and bears the correct address and postage.

*History:*

*Amended by Ord. No. 177105, effective 12/18/05.*

*Amended by Ord. No. 182360, effective 1/30/13.*

### **SEC. 48.07. Registration**

- A. **Requirement.** An individual who qualifies as a lobbyist shall register with the City Ethics Commission within 10 days after the end of the calendar month in which the individual qualifies as a lobbyist. A person, including an individual lobbyist, shall register with the City Ethics Commission as a lobbying firm within 10 days after the end of the calendar month in which a partner, owner, shareholder, officer or employee qualifies as a lobbyist. If a person is not registered as a lobbyist or lobbying firm, but is performing acts which would require that person to so register, that person may continue to act as a lobbyist or lobbying firm so long as the person registers with the City Ethics Commission within 10 days after the person knew or should have known of the obligation to register. A lobbyist or lobbying firm shall register each client on whose behalf or from which the lobbyist or lobbying firm receives or becomes entitled to receive \$250 or more in a calendar quarter for engaging in lobbying activities related to attempting to influence municipal legislation.
- B. **Duration of Status.** A person who registers as a lobbyist or lobbying firm shall retain that status through December 31 of that year unless and until that person terminates the status as set forth below.

C. **Registration Fees.** Every lobbyist shall pay an annual registration fee of \$450 plus \$75 for each client on whose behalf or from which the lobbyist receives or becomes entitled to receive \$250 or more in a calendar quarter. Persons who initially register during the last quarter of a calendar year (October through December) shall pay prorated registration fees of \$337 for each lobbyist plus \$56 for each client.

D. **Contents of Registration Statements — Lobbyists.**

Registration statements of lobbyists shall contain the following:

1. The lobbyist's name, business address, business email, and business telephone number.
2. The lobbying firm, if any, of which the lobbyist is an employee, partner, officer or owner.
3. If the lobbyist is not an employee, partner, officer or owner of a lobbying firm, the name, address and telephone number of the lobbyist's employer.
4. Each City agency that the lobbyist has the authority to attempt to influence on behalf of any client or employer.
5. A statement that the lobbyist has reviewed and understands the requirements of this Article.
6. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.

E. **Contents of Registration Statements — Lobbying Firms**

Registration statements of lobbying firms (including individual contract lobbyists) shall contain the following:

1. The name, address, email, and telephone number of the firm.
2. The name of each lobbyist who is a partner, owner, shareholder, officer or employee of the firm.
3. For each client on whose behalf or from which the firm received or became entitled to receive \$250 in compensation during the calendar quarter for engaging in lobbying activities related to attempting to influence municipal legislation within the meaning of this Article:
  - (a) The client's name, business or residence address, and business or residence telephone number.
  - (b) The period during which the representation will occur.
  - (c) The item or items of municipal legislation for which the firm was retained to represent the client, or, if no specific items of municipal legislation for which the firm was retained to represent the client can be identified, a description of the types of municipal legislation for which the firm was retained to represent the client.
  - (d) Each City agency that the lobbying firm has the authority to attempt to influence on behalf of the client.
  - (e) In the case of a lobbyist who is an individual contract lobbyist, a

statement that he or she has reviewed and understands the requirements of this Article.

- (f) The name, address, email, and telephone number of the person responsible for preparing the statement.
- (g) Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.

#### **F. Amendments to Registrations.**

Lobbyists and lobbying firms shall file amendments to their registration statements within 10 days of any change in information required to be set forth on the registration statement.

**G. Termination.** Any person registered under this Article shall file a termination statement with the City Ethics Commission within 20 days after ceasing all activity governed by this Article.

**H. Education Requirement.** Every individual who is required to register as a lobbyist shall attend a City lobbying information session conducted by the City Ethics Commission no less than once every two calendar years, according to the following schedule:

- (1) An individual who has not registered as a lobbyist in the immediately preceding two calendar years shall attend a City lobbying information session within six months of his or her registration date as a lobbyist.
- (2) A registered lobbyist who did not attend a City lobbying information session during the previous

calendar year shall attend a City lobbying session by the end of the current calendar year.

- (3) A registered lobbyist who attends a City lobbying information session during the current calendar year is not required to attend a City lobbying information session during the following calendar year.

#### *History:*

*Amended by Ord. No. 172479, effective 4/10/99.*

*Amended by Ord. No. 175028, effective 2/5/03.*

*Amended by Ord. No. 182360, effective 1/30/13.*

### **SEC. 48.08. Disclosure Reports**

**A. Reporting Requirement.** Every lobbyist, lobbying firm, lobbyist employer and major filer shall file the quarterly disclosure reports required by this Section on or before the last day of the month following each calendar quarter.

- 1. All lobbyists and lobbying firms shall file quarterly reports for every calendar quarter during which they retain that status. An individual who qualifies both as a lobbyist and lobbying firm shall file only a lobbying firm quarterly report. Lobbyist employers shall file quarterly reports for every calendar quarter during which any individual employed by that employer retains the status as lobbyist. Information required to be disclosed concerning compensation received or expenditures made for lobbying shall be disclosed either by the lobbyist or by his or her lobbying firm or employer.
- 2. Major filers shall file quarterly reports for every calendar quarter

during which they made qualifying payments or incurred qualifying expenditures totaling \$5,000 or more.

3. Quarterly reports shall disclose all required information for the calendar quarter immediately prior to the month in which the report is required to be filed.

**B. Quarterly Reports by Lobbyists — Contents.** Quarterly reports by lobbyists shall contain the following information:

1. The lobbyist's name, business address and business telephone number.
2. The lobbying firm, if any, of which the lobbyist is a partner, owner, shareholder, officer or employee.
3. If the lobbyist is not a partner, officer or owner of a lobbying firm, the name, address and telephone number of the lobbyist's employer.
4. The date, amount and description of each activity expense of \$25 or more made by the lobbyist during the reporting period, the name and title of the City official benefiting from the expense, the name and address of the payee, and the client, if any, on whose behalf the expense was made. An activity expense shall be considered to be made on behalf of a client if the client requested or authorized the expense or if the expense was made in connection with an event at which the lobbyist attempted to influence the official on behalf of the client.
5. The total amount of activity expenses made by the lobbyist during the reporting period, whether or not itemized.
6. The name of any elective City officer, candidate for elective City office, or any controlled committee of the officer or candidate to which the lobbyist made contributions of \$100 or more, or which were delivered by the lobbyist, or in connection with which the lobbyist acted as an intermediary during the reporting period, and the date and amount of the contribution.
7. The name of any elective City officer, candidate for elective City office, or any City controlled committee of the officer or candidate for which the lobbyist engaged in any fundraising activity during the reporting period, the date(s) of the activity and the amount of funds the lobbyist knows or has reason to know were raised as a result of the activity.
8. The date and amount of one or more contributions aggregating more than \$1,000 made by the lobbyist at the behest of an elective City officer or candidate for elective City office during the reporting period to any and all controlled committees of any other elective City officer or candidate for elective City office, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
9. The date, amount and description of one or more donations aggregating



\$1,000 or more made by the lobbyist at the behest of an elective City officer or candidate for elective City office during the reporting period to any religious, charitable or other nonprofit organization, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.

10. If, during the quarterly reporting period, the lobbyist provided compensated services, including consulting services, to the campaign of any candidate for elective City office, or to a campaign for or against any City ballot measure, the name of the candidate, the elective City office sought by the candidate, the ballot number or letter of the ballot measure, the date of the election, the amount of compensation earned for the compensated services, and a description of the nature of the services provided. Such information shall be reported if the lobbyist personally provided the services, or if the services were provided by a business entity in which the lobbyist owns at least a 10% investment, whether the compensation was provided directly to the lobbyist or to such business entity.

11. If, during the quarterly reporting period, the lobbyist provided compensated services under contract with the City or with any City agency, including consulting services, the amount of compensation received, the agency for which the services were provided, a description or other

identification of the contract and the nature of the services provided. Such information shall be reported if the lobbyist personally provided the services, or if the services were provided by a business entity in which the lobbyist owns at least a 10% investment, whether the compensation was provided directly to the lobbyist or to such business entity.

12. Each City agency that the lobbyist attempted to influence.

13. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.

**C. Quarterly Reports by Lobbying Firms — Contents.** Quarterly reports by lobbying firms, including individual contract lobbyists, shall contain the following information:

1. The name, address, email, and telephone number of the firm.
2. The name of each lobbyist who is a partner, owner, shareholder, officer or employee of the firm.
3. The name, address and telephone number of each client that is required to be registered and was represented by the firm during the reporting period; a description of each item of municipal legislation for which the firm or its lobbyists represented the client during the reporting period; the total amount of payments received by the firm from each client (including all fees, reimbursements for expenses and

other payments) during the reporting period for such representation.

4. The total payments received from clients required to be registered by the firm during the reporting period in connection with the firm's representation of clients on municipal legislation.
5. The date, amount and description of each activity expense of \$25 or more made by the lobbying firm during the reporting period, the name and title of the City official benefiting from the expense, the name and address of the payee, and the client, if any, on whose behalf the expense was made. An activity expense shall be considered to be made on behalf of a client if the client requested or authorized the expense or if the expense was made in connection with an event at which the lobbying firm attempted to influence the official on behalf of the client.
6. The total amount of activity expenses made by the lobbying firm during the reporting period, whether or not itemized.
7. The total amount of expenses incurred in connection with attempts by the firm to influence municipal legislation. These expenses shall include:
  - (a) total payments to lobbyists employed by the firm;
  - (b) total payments to employees of the firm, other than lobbyists, who engaged in attempts to influence

municipal legislation during the reporting period; and

- (c) all expenses attributable to attempts to influence municipal legislation, other than overhead, and other expenses that would not be incurred but for the attempts to influence. Each such expense of \$5,000 or more shall be itemized and described.
8. The name of any elective City officer, candidate for elective City office, or any controlled committee of the officer or candidate to which the lobbying firm made contributions of \$100 or more, or which were delivered by the lobbying firm, or in connection with which the lobbying firm acted as an intermediary during the reporting period, and the date and amount of the contribution.
9. The name of any elective City officer, candidate for elective City office, or any City controlled committee of the officer or candidate for which the lobbying firm engaged in any fundraising activity during the reporting period, the date(s) of the activity and the amount of funds the lobbying firm knows or has reason to know were raised as a result of the activity.
10. The date and amount of one or more contributions aggregating more than \$1,000 made by the lobbying firm at the behest of an elective City officer or candidate for elective City office during the reporting period to any and all controlled committees of any other elective City officer or candidate for elective City office, the name and



address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.

11. The date, amount and description of one or more donations aggregating \$1,000 or more made by the lobbying firm at the behest of an elective City officer or candidate for elective City office during the reporting period to any religious, charitable or other nonprofit organization, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
12. If, during the quarterly reporting period, the lobbying firm provided compensated services, including consulting services, to the campaign of any candidate for elective City office, or to a campaign for or against any City ballot measure, the name of the candidate, the elective City office sought by the candidate, the ballot number or letter of the ballot measure, the date of the election, the amount of compensation earned for the compensated services and a description of the services provided.
13. If, during the quarterly reporting period, the lobbying firm provided compensated services under contract with the City or with any agency, including consulting services, the amount of compensation received, the agency for which the services were provided, a description or other identification of the contract and the nature of the services provided. For

an individual contract lobbyist who qualifies as a lobbying firm, such information shall be reported if the lobbyist personally provided the services, or if the services were provided by a business entity in which the lobbyist owns at least a 10% investment, regardless of whether the compensation was provided directly to the lobbyist or to such business entity.

14. For an individual contract lobbyist who qualifies as a lobbying firm, each City agency that the lobbyist attempted to influence.
15. The name, address, email, and telephone number of the person responsible for preparing the report.
16. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.

**D. Quarterly Reports by Lobbyist Employers — Contents.** Quarterly reports by lobbyist employers shall contain the following information.

1. The name, address, email, and telephone number of the entity filing the report.
2. The name of each lobbyist who is employed by the entity.
3. Total payments during the reporting period to lobbyists employed by the entity. Such payments shall include solely payments for compensation and reimbursement of expenses relating to the lobbyists' attempts to influence municipal legislation.

4. Total payments to employees of the entity, other than lobbyists, who engaged in attempts to influence municipal legislation during the reporting period. Such payments shall include payments for compensation and reimbursement of expenses relating to such persons' attempts to influence municipal legislation.
5. Total payments for expenses incurred in connection with attempts by the entity during the reporting period to influence municipal legislation. These expenses shall include all expenses attributable to attempts to influence municipal legislation, other than overhead, and other expenses that would not be incurred but for the attempts to influence. Each such expense of \$5,000 or more shall be itemized and described.
6. A description of each item of municipal legislation which the entity attempted to influence during the reporting period.
7. The date, amount and description of each activity expense of \$25 or more made by the lobbyist employer during the reporting period, the name and title of the City official benefiting from the expense, and the name and address of the payee.
8. The total amount of activity expenses made by the lobbyist employer during the reporting period, whether or not itemized.
9. The name of any elective City officer, candidate for elective City office, or any controlled committee of the officer or candidate to which the lobbyist employer made contributions of \$100 or more, or which were delivered by the lobbyist employer, or in connection with which the lobbyist employer acted as an intermediary during the reporting period, and the date and amount of the contribution.
10. The name of any elective City officer, candidate for elective City office, or any City controlled committee of the officer or candidate for which the lobbyist employer engaged in any fundraising activity during the reporting period, the date(s) of the activity and the amount of funds the lobbyist employer knows or has reason to know were raised as a result of the activity.
11. The date and amount of one or more contributions aggregating more than \$1,000 made by the lobbyist employer at the behest of an elective City officer or candidate for elective City office during the reporting period to any and all controlled committees of any other elective City officer or candidate for elective City office, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
12. The date, amount and description of one or more donations aggregating \$1,000 or more made by the lobbyist employer at the behest of an elective City officer or candidate for elective City office during the reporting period to any religious, charitable or other nonprofit

organization, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.

13. The name, address, email, and telephone number of the person responsible for preparing the report.
14. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.

**E. Quarterly Reports by Major Filers — Contents.** Quarterly reports by major filers shall contain the following information:

1. The name, address and telephone number of the person filing the report.
2. A description of each item of municipal legislation which the entity attempted to influence during the reporting period.
3. The total payments made during the reporting period for the purpose of attempting to influence action on each proposed or pending matter of municipal legislation.
4. The name, address and telephone number of the person responsible for preparing the report.
5. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provision of this Article.

*History:*

*Amended by Ord. No. 175432 effective 9/28/03.  
Renumbered by Ord. No. 175432 effective 9/28/03.  
Amended by Ord. No. 182360, effective 1/30/13.*

#### **SEC. 48.08.5. Copies of Solicitations**

Each lobbying entity that produces, pays for, mails or distributes more than 50 substantially similar copies of a written political fundraising solicitation for any controlled committee of an elective City officer or candidate relating to seeking or holding City elective office or supporting or opposing a City ballot measure shall send a copy of the solicitation to the City Ethics Commission for public access, at the time the solicitation is sent or otherwise distributed, and shall report on its next quarterly report the date(s) on which it is mailed or distributed and a general description of the content of the solicitation, the number of pieces mailed or distributed, and name of the elective City officer, or candidate or City ballot measure committee for which the funds were solicited.

*History:  
Added by Ord. No. 175432, effective 9/28/03.*

#### **SEC. 48.08.6. Lobbying Disclosure — Political Contributions**

- A. Each lobbying entity, which makes one or more contributions to an elective City officer and/or to any or all of his or her controlled committees, shall file a notice with the City Ethics Commission each time the making of a contribution results in the lobbying entity having made contributions aggregating more than \$7,000 to the officer and/or his or her controlled committees within the past 12 months. The notice shall be filed on a form prescribed by the Commission

within one business day after making a contribution that triggers the filing requirement. The notice shall contain the following information:

1. The name, address and telephone number of the filer, the name of the elective City officer, and/or any or all of his or her controlled committees, to which the lobbying entity made contributions aggregating more than \$7,000 during the past twelve months, and the date and amount of each contribution.
2. For purposes of this section, a “controlled committee” does not include any committee controlled by an elective City officer that is
  - (a) formed to support or oppose a ballot measure or
  - (b) formed to support the election of that officer to other than elective City office.
- B. The original notice shall be filed with the City Ethics Commission, and copies shall be filed with the City Clerk and the elective City officer involved. Each notice may only include information relative to one elective officer.
- C. The form shall be considered filed on the date of the postmark or on the date of delivery to the City Ethics Commission, whichever is earlier.
- D. The form shall be verified under penalty of perjury by the individual filing it or by an officer of the entity authorized to file it.

- E. The City Ethics Commission shall post the information in the notice on its website within one business day of its receipt of the notice. The City Clerk shall make the notice available for inspection within one business day of its receipt.

*History:*

*Added by Ord. No. 175432, effective 9/28/03.*

#### **SEC. 48.08.7. Lobbying Disclosure — Fundraising Activity**

- A. Every lobbying entity who within any 12 month period (i) engaged in fundraising activities on behalf of an elective City officer and/or any and all of his or her controlled committees, and which knows or has reason to know that the fundraising activities resulted in contributions, and/or (ii) delivered or acted as an intermediary for one or more contributions to the elective City officer and/or any and all of his or her controlled committees, shall file a notice with the City Ethics Commission any time the activities identified in (i) and/or (ii) aggregate more than \$15,000 in the case of a member of the City Council, or more than \$35,000 in the case of the Mayor, City Attorney, or Controller. The notice shall be filed on a form prescribed by the City Ethics Commission within one business day after any of these thresholds is exceeded. The notice shall contain the following information:
  1. The name, address and telephone number of the filer, the name of the elective City officer, and/or any or all of his or her controlled committees, on whose behalf the lobbying entity engaged in fundraising activities, or

- delivered or acted as intermediary for one or more contributions to the elective City officer and/or any and all of his or her controlled committees, the date of the fundraising activity, and the amount of contributions raised, delivered or in connection with which the lobbying entity acted as an intermediary.
2. For purposes of this section, a “controlled committee” does not include any committee controlled by an elective City officer that is
- (a) formed to support or oppose a ballot measure or
  - (b) formed to support the election of that officer to other than elective City office.
3. For purposes of this notification, if a fundraising event is sponsored or hosted by more than one person, the amount of contributions received at or as a result of the event shall be attributed to each lobbying entity who hosted or sponsored the event according to the amount of the contributions that resulted from that lobbying entity’s fundraising activities. If a contribution results from the fundraising of more than one person and/or lobbying entity, that contribution shall be apportioned equally to each of the persons and/or lobbying entity that engaged in the fundraising activity.
- B. The original notice shall be filed with the City Ethics Commission, and copies shall be filed with the City Clerk and the elective City officer involved. Each notice may only
- include information relative to one elective officer.
- C. The form shall be considered filed on the date of the postmark or on the date of delivery to the City Ethics Commission, whichever is earlier.
- D. The form shall be verified under penalty of perjury by the individual filing it or by an officer of the entity authorized to file it.
- E. The City Ethics Commission shall post the information in the notice on its website within one business day of its receipt of the notice. The City Clerk shall make the notice available for inspection within one business day of its receipt.
- History:*  
*Added by Ord. No. 175432, effective 9/28/03.*
- Sec. 48.08.8. Lobbying Disclosure — Written Communications to Neighborhood Councils**
- (a) No lobbying entity registered with the City of Los Angeles shall deliver or send to a certified neighborhood council a written communication on behalf of a client, including, but not limited to, letters, faxes, electronic messages, and flyers, without a disclosure indicating that the communication was delivered or sent by that lobbying entity.
- (b) For purposes of subsection (a), the required disclosure shall be printed clearly and legibly in no less than 8-point type in a color or print that contrasts with the background so as to be legible and shall be presented in a clear and conspicuous manner in

the written communication. The disclosure shall include all of the following information applicable to the written communication:

- (1) The name of the lobbyist(s) that prepares, delivers or sends the written communication;
- (2) The name of the registered lobbying firm(s) or lobbyist employer(s) who employs the lobbyist(s) that prepares, delivers or sends the written communication; and,
- (3) The name of the client or clients on whose behalf the lobbying entity prepares, delivers, or sends the written communication in an attempt to influence municipal legislation.

*History:*

*Added by Ord. No. 176034, effective 7/26/04.*

## **SEC. 48.09 Compliance Measures and Enforcement**

**A. Audits.** The City Ethics Commission shall have the authority to conduct audits of reports and statements filed pursuant to this Article. Such audits may be conducted on a random basis or when the City Ethics Commission staff has reason to believe that a report or statement may be inaccurate or has not been filed.

### **B. Criminal Penalties.**

1. Any person who knowingly or willfully violates any provision of this Article is guilty of a misdemeanor. Any person who knowingly or willfully causes any other person to violate any provision of this article, or who knowingly or willfully aides

and abets any other person in violation of any provision of this article, is guilty of a misdemeanor.

2. Prosecution for violation of any provision of this article must be commenced within one year after the date on which the violation occurred.
3. No person convicted of a violation of this Article may act as a lobbyist or otherwise attempt to influence municipal legislation for compensation for one year after such conviction.

### **C. Civil Enforcement.**

1. Any person who knowingly violates any provision of Section 48.04 shall be liable in a civil action brought by the City Attorney. Any person who intentionally or negligently violates any other provisions of this Article shall be liable in a civil action brought by the City Attorney. Failure to properly report any receipt or expenditure may result in civil penalties not to exceed the amount not properly reported, or \$2,000, whichever is greater. Any other violation may result in civil penalties no greater than \$2,000. If the court determines that a violation was intentional, the court may order that the defendant be prohibited from acting as a lobbyist or otherwise attempting to influence municipal legislation for one year.
2. In determining the amount of liability pursuant to this subsection, the court shall take into account the seriousness of the violation and the



degree of culpability of the defendant.

3. If two or more persons are responsible for any violation, they shall be jointly and severally liable.
4. No civil action alleging a violation of this Article shall be filed more than four years after the date the violation occurred.

D. **Injunction.** The City Attorney on behalf of the people of the City of Los Angeles may seek injunctive relief to enjoin violations of or to compel compliance with the provisions of this article.

E. **Administrative Penalties.** The City Ethics Commission may impose penalties and issue orders for violation of this Article pursuant to its authority under Charter Section 706(c).

F. **Late Filing Penalties.** In addition to any other penalty or remedy available, if any person fails to file any report or statement required by this Article, after any deadline imposed by this Article, such person shall be liable to the City Ethics Commission in the amount of twenty-five dollars (\$25) per day after the deadline until the statement or report is filed, up to a maximum amount of \$500. Liability need not be enforced by the Commission if its Executive Officer determines that the late filing was not willful and that enforcement of the penalty would not further the purposes of this Article. No liability shall be waived if a statement or report is not filed within 10 days after the Commission has sent specific

written notice to the filer of the filing requirement.

G. **Restriction on Person Who Violates Certain Laws.**

1. No person shall act or continue to act as a registered lobbyist or lobbying firm if, within the prior four years, that person has been found by the City Ethics Commission, in a proceeding pursuant to Charter Section 706, to have violated City Charter Section 470(k) on any occasion. That determination shall be based either on a finding of the City Ethics Commission made after an administrative hearing or on a stipulation by the lobbyist or lobbying firm entered into with the City Ethics Commission within the previous four years.
2. If the City Ethics Commission makes a finding that the person has either
  - (1) accepted responsibility for the violation in the form of having entered into a stipulation with the City Ethics Commission in which the party admits the violation, or otherwise exhibits evidence of having accepted such responsibility, or
  - (2) mitigated the wrongdoing by taking prompt remedial or corrective action, then the City Ethics Commission may reduce the time period during which the above prohibition would apply to a period of not less than one year.



#### H. **Contract Bidder Certification of Compliance With Lobbying Laws.**

1. Any bidder for a contract, as those terms are defined in Los Angeles Administrative Code Section 10.40.1, shall submit with its bid a certification, on a form prescribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder qualifies as a lobbying entity under Section 48.02 of this article. The exemptions contained in Section 48.03 of this article and Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.
2. Each agency shall include the Municipal Lobbying Ordinance in each invitation for bids, request for proposals, request for qualifications, or other solicitation related to entering into a contract with the City. The ordinance must be provided in at least 10-point font and may be provided on paper, in an electronic format, or through a link to an online version of the ordinance. The ordinance is not required to be printed in a newspaper notice of the solicitation.
3. This subsection does not apply to the renewal, extension, or amendment of an existing contract, as long as the solicitation for the original contract met the requirements in Paragraphs 1 and 2 above and the renewal, extension, or amendment does not involve a new solicitation.

4. For purposes of this subsection, "agency" does not include a state agency operating solely within the City such as the Community Redevelopment Agency or Los Angeles City Housing Authority.

*History:*

*Amended by Ord. No. 169916, effective 8/10/94.*

*Amended by Ord. No. 171142, effective 8/3/96.*

*Amended by Ord. No. 172942, effective 1/21/00.*

*Amended by Ord. No. 178064, effective 1/15/07.*

*Amended by Ord. No. 179934, effective 7/21/08.*

#### **SEC. 48.10. Ethics Commission Reports**

As soon as practicable after the close of each quarterly reporting period, the City Ethics Commission shall prepare a report to the Mayor and City Council of lobbying activity which occurred during the reporting period. Such report shall be in a form which, in the opinion of the Commission, best describes the activities, receipts and expenditures of persons subject to the requirements of this article.

*History:*

*Added by Ord. No. 169916, effective 8/10/94.*

#### **SEC. 48.11. Severability**

If any provision of this article, or its application to any person or circumstance, is held invalid by any court, the remainder of this article and its application to other persons and circumstances, other than that which has been held invalid, shall not be affected by such invalidity, and to that extent the provisions of this article are declared to be severable.

*History:*

*Added by Ord. No. 169916, effective 8/10/94.*

. . . . .

## EXHIBIT N

### COMPLIANCE WITH EQUAL BENEFITS AND FIRST SOURCE HIRING ORDINANCES

**EBO/FSHO COMPLIANCE**

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

**EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT**

Prime contractors must certify compliance with Los Angeles Administrative Code (LACC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

**SECTION 1. CONTACT INFORMATION**

BAVN Company Id: 51896 EIN/TIN: 20-2009707  
 Company Name: Inflection Point Solutions LLC  
 Company Address: 8500 W. 110th Street Suite 550  
 City: Overland Park State: KS Zip: 66210  
 Contact Person: Jill Means Phone: 913-661-0539 E-mail: jmeans@ipsdelivers.com  
 Approximate Number of Employees in the United States: 25  
 Approximate Number of Employees in the City of Los Angeles: 0

**SECTION 2. EBO REQUIREMENTS**

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The Contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

**"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."**

**SECTION 3. COMPLIANCE OPTIONS**

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ☐ ..... I have no employees.
- ☐ ..... I provide no benefits.
- ☐ ..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☒ ..... I provide equal benefits as required by the City of Los Angeles EBO.
- ☐ ..... I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☐ ..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐ ..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) \_\_\_\_\_.

☐ ..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

### **FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT**

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

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

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

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

### **DECLARATION UNDER PENALTY OF PERJURY**

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance. Furthermore, I understand that failure to comply may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

### **TERMS OF ACCEPTANCE AND SIGNATURE:**

I, Jill Means, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

**Electronic Signature:\***

Jill

*First name*

Means

*Last name*

☒ I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

**Execution of document by E-signature.** By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

## EXHIBIT O

### CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS



FORM  
50

## Bidder Certification

Los Angeles City  
ETHICS COMMISSION

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☒ **Original Filing** ☐ **Amendment:** Date of Signed Original \_\_\_\_\_. Date of Last Amendment \_\_\_\_\_.

Reference Number (Bid, Contract, or BAVN) CONTRACT # 127373	Awarding Authority (Department awarding the contract) LA SANITATION AND ENVIRONMENT
Bidder Name INFLECTION POINT SOLUTIONS, LLC	
Address 1000 N. WATER ST., STE 950, MILWAUKEE, WI 53202	
Email Address JMEANS@IPSDELIVERS.COM	Phone Number 913-661-0539

## Certification

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

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

COREY WILLIAMS

Name

VICE PRESIDENT

Title

DocuSigned by:

Corey Williams  
7FD52A96E46D481...

10/2/2020

Date

FORM  
55Prohibited Contributors  
(Bidders)Los Angeles City  
ETHICS COMMISSION

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☒ **Original Filing**      ☐ **Amendment:** Date of Signed Original \_\_\_\_\_ Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or BAVN): CONTRACT # 127373 Date Bid Submitted: \_\_\_\_\_

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):  
ON-CALL PERSONAL SERVICES AGREEMENT

Awarding Authority (Department awarding the contract): LA SANITATION AND ENVIRONMENT

Bidder Name: INFLECTION POINT SOLUTIONS, LLC

Bidder Address: 1000 N. WATER ST., STE 950, MILWAUKEE, WI 53202

Bidder Email Address: JMEANS@IPSDELIVERS.COM Bidder Phone Number: (913) 661-0539

## Schedule Summary

Please complete all three of the following:

- |  |   |  |
|--|---|--|
| <b>1. SCHEDULE A – Bidder's Principals</b> (check one)<br>The bidder has one or more <b>PRINCIPALS</b> , as defined in LAMC § 49.7.35(A)(6).<br>At least one principal is required for entities. (If you check "Yes", Schedule A is required.) | <b>Yes</b><br><input checked="" type="checkbox"/> | <b>No</b><br><input type="checkbox"/>            |
| <b>2. SCHEDULE B – Subcontractors and Their Principals</b> (check one)<br>The bidder has one or more <b>SUBCONTRACTORS</b> on this bid or proposal with<br>subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.) | <b>Yes</b><br><input type="checkbox"/>            | <b>No</b><br><input checked="" type="checkbox"/> |
| <b>3. TOTAL NUMBER OF PAGES SUBMITTED</b> (including this cover page): <u>2</u>  |   |  |

## Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:

A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

COREY WILLIAMS

Name

VICE PRESIDENT

Title

DocuSigned by:

*Cory Williams*

7FD52A96E46D481...

Signature

10/2/2020

Date



**FORM  
55**

# Prohibited Contributors (Bidders)

**Los Angeles City  
ETHICS COMMISSION**

## Schedule A - Bidder's Principals

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

Name: MARK GROSSKOPF Title: PRESIDENT AND CEO  
Address: 1000 N. WATER ST., STE 950, MILWAUKEE WI 53202

Name: COREY WILLIAMS Title: VICE PRESIDENT  
Address: 1000 N. WATER ST., STE 950, MILWAUKEE WI 53202

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

☐ Check this box if additional Schedule A pages are attached.

EXHIBIT P

IRAN CONTRACTING ACT OF 2010

## **IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who “engages in investment activities in Iran” is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

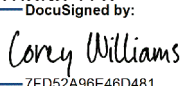
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).**

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

### **OPTION #1: CERTIFICATION**

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

<b>Vendor Name/Financial Institution (printed)</b> INFLECTION POINT SOLUTIONS, LLC		<b>BTRC (or n/a)</b> N/A
<b>By (Authorized Signature)</b>  DocuSigned by: Corey Williams		
<b>Print Name and Title of Person Signing</b> COREY WILLIAMS, VICE PRESIDENT		
<b>Date Executed</b>	<b>City Approval (Signature)</b> <span style="float: right;"><b>(Print Name)</b></span>	

### **OPTION #2: EXEMPTION**

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<b>Vendor Name/Financial Institution (printed)</b>		<b>BTRC (or n/a)</b>
<b>By (Authorized Signature)</b>		
<b>Print Name and Title of Person Signing</b>		
<b>Date Executed</b>	<b>City Approval (Signature)</b> <span style="float: right;"><b>(Print Name)</b></span>	

## EXHIBIT Q

# LA SANITATON AND ENVIRONMENT NON-DISLOSURE AGREEMENT



## LOS ANGELES SANITATION (LASAN)

### NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This agreement is hereby entered into, by and between INFLECTION POINT SOLUTIONS, LLC (hereinafter “Service Provider”) and Los Angeles Sanitation (hereinafter “LASAN”) on OCTOBER 2, 2020.

LASAN and Service Provider mutually agree to the terms of this Agreement to govern the handling of LASAN data and information by any employee, subcontractor, agent or other individual affiliated with Service Provider to which he or she may have access during the course of any work done relating to the maintenance, support or testing of computer software and/or hardware used by LASAN.

If any conflict exists between the terms of this agreement and any prior agreement, the terms of this agreement shall govern.

1. Definitions:

The term Service Provider includes any employee, subcontractor, agent or other individual affiliated with Service Provider who has access to LASAN data and information.

The term *Covered Data and Information* will refer to any piece of LASAN data and information to which any Service Provider may have access during the course of his or her performing work relating to the maintenance, support or testing of computer software and/or hardware used by LASAN.

2. Acknowledgment of Access to Covered Data and Information: Service Organization acknowledges that the Agreement allows Service Providers to access Covered Data and Information, and that Covered Data and Information will be used for testing and assessment purposes only.
3. Prohibition on Unauthorized Use or Disclosure of Covered Data and Information: Service Providers agree that they will hold the Covered Data and Information in strict confidence. Service Providers shall not use or disclose any piece of Covered Data and Information that may be accessed except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by LASAN.
4. Safeguard Standard: Service Providers agree that they will protect the Covered Data and Information according to commercially acceptable standards and no less rigorously than it protects its own Covered Data and Information.
5. Handling of Covered Data and Information: Service Providers will take no intentional action to make a copy of any piece of Covered Data and Information onto any



computer or media without prior authorization by manager of the Bureau of Sanitation (LASAN) responsible for that data. In cases where information is copied onto any media, electronic, magnetic, optical, print, film or otherwise, such Covered Data and Information will be carefully guarded by all Service Providers against unauthorized exposure and, once the issue has been resolved, Service Providers will destroy all copies of Covered Data and Information either through destructive erasure (magnetic and electronic media) or physical shredding (all other media, such as paper, CDs, DVDs, etc.).

6. Term and Termination:

- a. This Agreement shall take effect upon execution.
- b. In addition to the rights of the parties established by the underlying Agreement, if LASAN reasonably determines in good faith that any Service Provider has materially breached any of its obligations under this Agreement, LASAN, in its sole discretion, shall have the right to:
  - i. Exercise any of its rights to reports, access and inspection under this Agreement; and/or
  - ii. Require Service Provider to submit to a plan of monitoring and reporting, as LASAN may determine necessary to maintain compliance with this Agreement; and/or
  - iii. Provide Service Provider with a fifteen (15) day period to cure the breach; and/or
  - iv. Terminate the Agreement immediately if any Service Provider has breached a material term of this Agreement and cure is not possible.
- c. Before exercising any of these options, LASAN shall provide written notice to Service Provider describing the violation and the action it intends to take.

7. Subcontractors and Agents: If a Service Provider provides any Covered Data and Information which was received from, or created for LASAN to a subcontractor or agent, then Service Provider shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Service Provider by this Agreement.

8. Maintenance of the Security of Electronic Information: Service Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Covered Data and Information received from, or on behalf of, LASAN.

9. Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information: Service Provider shall report to LASAN any use or disclosure of Covered Data and Information not authorized by this Agreement or in writing by LASAN. Service Provider shall make the report to LASAN not less than one (1) business day after Service Provider learns of such use or disclosure. Service Provider's report shall identify:

- a. The nature of the unauthorized use or disclosure,



- b. The Covered Data and Information used or disclosed,
- c. Who made the unauthorized use or received the unauthorized disclosure,
- d. What Service Provider has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and
- e. What corrective action Service Provider has taken or shall take to prevent future similar unauthorized use or disclosure.

Service Provider shall provide such other information, including a written report, as reasonably requested by LASAN.

- 10. Indemnity. Service Provider shall defend and hold LASAN harmless from all claims, liabilities, damages, or judgments involving a third party, including LASAN's costs and attorney fees, which arise as a result of Service Provider's failure to meet any of its obligations under this Agreement.
- 11. Survival. The respective rights and obligations of Service Provider under Section 5 shall survive the termination of this Agreement.
- 12. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**LOS ANGELES SANITATION**

**SERVICE  
PROVIDER:**

**INFLECTION POINT SOLUTIONS, LLC**

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

By: COREY WILLIAMS

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

Title: VICE PRESIDENT

Signature: \_\_\_\_\_

Signature: DocuSigned by:  
Cory Williams

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

Date: 10/2/2020

Submission Instructions: Email scanned copy to ICSD Helpdesk at [san.help@lacity.org](mailto:san.help@lacity.org) and deliver the original to "12000 Vista Del Mar Mailstop 535, Playa Del Rey, CA 90293; Attn: ICSD Helpdesk"



EXHIBIT R

LOCAL BUSINESS PREFERENCE PROGRAM

# PROPOSAL

(Pages LBPP-1 through LBPP-6)

**CITY OF LOS ANGELES**  
**REQUEST FOR PROPOSALS- LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)**  
**City of Los Angeles Ordinance No. 181910, Article 21, Sections 10.47, *et esq.* of the Los Angeles Administrative Code**

Local Business Prime	8%
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Or

Local Business Subcontractor (s)	Up to 5%
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NOTE: Local Business Preference Program information and/or assistance may be obtained through the

Bryan Cowitz  
Bureau of Sanitation  
Centralized Contracts Unit  
(213) 485-3697  
[bryan.cowitz@lacity.org](mailto:bryan.cowitz@lacity.org)

## **MANDATORY LOCAL BUSINESS PREFERENCE PROGRAM (LBPP) FOR USE ON CITY-FUNDED CONTRACTS GREATER THAN \$150,000.00**

### **A. General**

This program is subject to the policies and requirements established by the City Council and the City of Los Angeles (City) Mayor's Office. The City is committed to maximizing opportunities for local businesses, as well as encouraging local businesses to locate and operate in Los Angeles County (County). It is the policy of the City to prevent unemployment, encourage an increase in local jobs, and create high road economic development. The Local Business Preference Program (LBPP) aims to benefit the City by increasing local jobs and expenditures within the private sector. The LBPP is set forth herein. Bidders should be fully informed of this program.

**Awarding Authorities shall opt out when the contract is funded by a grant or is federally funded and funding regulations prohibit the funding recipient from implementing the LBPP on the resulting contract. The Awarding Authority can also opt out of the program when full and open competition is limited because of a sole source vendor, provider, or supplier. Finally, the Awarding Authority is entitled to determine at anytime before the award of a contract that it is not in the City's best interest to grant a proposal preference to a qualifying Local Business, Local Subcontractor, or Provisionally Qualified Local Business. Failure to comply with the LBPP shall result in investigations by the Bureau of Contract Administration/ Office of Contract Compliance (BCA/OCC) in its role as the Designated Administrative Agency.**

### **B. Participation Criteria for Local Business Preference Program**

To be eligible for participation in this program, the BCA/OCC requires that the prospective local business submit an affidavit attesting as such on the Los Angeles Business Assistance Virtual Network (LABAVN) website. An affidavit form is available to be downloaded on the LABAVN website at <http://www.labavn.org>. Determination of qualification as a local business by any other entities, other than BCA/OCC, or by any other means other than submission of an affidavit on LABAVN shall not be accepted for purposes of participation in the LBPP. Affidavit forms are prioritized according to the date they are received. The local business must be listed on LABAVN as such prior to the proposal deadline in order to participate in the LBPP. In cases where the affidavit was submitted prior to the proposal deadline but has not been verified by BCA/OCC and the local business designation would result in a change of award recommendation, status as a local business will be based on the date it was submitted.

### **C. Definitions**

1. "Awarding Authority" means any Board or Commission of the City, or any employee or officer of the City, except those of departments that control their own funds, authorized to award or enter into any Contract, as defined by Article 21, Section 1 of the Los Angeles Administration Code, on behalf of the City. The Proprietary Departments and the Departments of Recreation and Parks, and Library are strongly encouraged to

adopt local preference programs consonant with the provisions of Article 21, Section 10.47, *et seq.*

2. "Contract" means a written agreement involving consideration in excess of \$150,000.00 for the purchase of goods, equipment or services, including construction, by or for the benefit of the City or its residents.
3. "Contractor" means the person, business or entity awarded the Contract by the Awarding Authority.
4. "Bid Price" means the dollar amount after the bidder's quoted price is adjusted for evaluation in accordance with applicable provisions.
5. "Local Business" means a business entity that occupies work space within the County, is in compliance with all applicable City and County licensing and tax laws, and can demonstrate one of the following: (1) it is headquartered in the County and physically conducts and manages all of its operations from a location in the County; (2) that at least 50 of its full time employees perform work within the boundaries of the County at least 60 percent of their total regular hours worked on an annual basis; or (3) that at least half of the full-time employees (50%) of the business work within the boundaries of the County at minimum of 60 percent of their total, regular hours worked on an annual basis.
  - a. A business entity with multiple locations within the County, can aggregate 50 of its full time employees working at least 60% of their regular hours from its different locations within the County to qualify as a Local Business.
  - b. A business entity awarded a City contract under the LBPP, must carry out the services of the contract using employees whose exclusive, primary working location is in Los Angeles County.
6. "Local Subcontractor" means a contractor that meets the same qualification as a local business.
7. "Provisionally Qualified Local Business" means a business entity that is yet to establish operations within the County, and does not immediately qualify as a local business under the Los Angeles Administrative Code. However, the business is provisionally qualified as a local business because it is undertaking imminent steps to qualify as a local business as defined by Article 21, Section 10.47.3. No later than 60 days after the date on which the Contract with the City is awarded, but prior to execution of the contract, the Provisionally Qualified Local Business must become a qualified Local Business.

D. Local Business Preference Program Participation Recognition

1. Qualifying contractors who participate in the LBPP by qualifying as a local business will receive 8% of the total possible evaluation points added to their evaluation score

provided their bid proposal is in excess of \$150,000.00 or in excess of \$1,000,000.00 if a Provisionally Qualified Local Business.

2. Qualifying contractors who participate in the LBPP but do not qualify as a local business, but however are qualified because they identify a qualified local subcontractor to perform the work under the contract will receive up to a 5% of the total possible evaluation points added to their evaluation score.
  - a. The Awarding Authority shall provide 1% of the total possible evaluation points credit, up to a maximum of 5%, to the contractor's evaluation score for every 10% of the total cost of the proposed work to be performed by the local subcontractor. This rule applies to a local subcontractor or local subcontractors; provided that the work performed is of a commercially useful purpose in execution of the contract and/or performed in the subcontractor's normal course of business. The work performed and all costs of each local subcontractor or subcontractors should be clearly specified in the proposal.
3. Preferences shall only be awarded to a Local Business or Local Subcontractor when the services provided under the contract are directly provided by its employees whose primary work location is in Los Angeles County. Preferences shall only be awarded for equipment, goods or materials when the Local Business or Local Subcontractor acts as a supplier or dealer (not less than two thirds of the time), or designs, manufactures, or assembles the equipment, goods or materials (not less than two thirds of the time), at a business location in the City.
4. A Provisionally Qualified Local Business who participates in the LBPP by qualifying as a local business will receive 8% of the total possible evaluation points credit added to its evaluation score, as long as the proposed contract between the business and the City involves consideration valued at no less than \$1,000,000.00 and has a duration of no less than three (3) years.
  - a. To participate in the program a proposed Provisionally Qualified Local Business must download and complete a Provisionally Qualified Local Business affidavit form at <http://bca.lacity.org>, which it shall attach and submit with its bid documents to the Awarding Department.
5. Once a Business asserting to be a Provisionally Qualified Local Business is notified by the Awarding Department of its intent to award a contract, the Provisionally Qualified Local Business shall submit all of the following documentation: (1) an enforceable, contractual right to occupy commercial space within the County, which shall commence no later than 60 days after the date of the execution of the contract; (2) a business plan on its ability to become a Local business; (3) any other sufficient documentation required by the Awarding Authority.

All required supporting documentation/ evidence demonstrating qualification as a Provisionally Qualified Local Business must be submitted to the Awarding Department within 30 days of request.

- a. If an Awarding Department is satisfied with the documentation submitted by the Provisionally Qualified Local Business, and it determines that it shall award the contract to the business, then the Awarding Department, prior to the execution of the contract, shall send BCA a memo stating that the business was able to demonstrate that it qualifies as a Provisionally Qualified Local Business. The memo shall also list the documents received by the Awarding Department, with copies attached, and recommend that BCA determine the business to be a Provisionally Qualified Local Business.
6. A Provisionally Qualified Local Business shall lose its status as such when it fails to fully comply as a local business within 60 days after the date on which the Contract with the City is awarded. The Awarding Department shall notify the Provisionally Qualified Local Business thirty (30) days after contract award that it complies as a local business or contract award will be rescinded.
7. Loss of status as a Provisionally Qualified Local Business is permanent and forbids a business from qualifying as a Provisionally Qualified Local Business in the future for purposes of bidding on City Contracts.
8. The maximum preference for all qualifying local businesses, local subcontractor (s), and provisionally qualified local businesses shall not exceed 8% credit of the total evaluation points for any proposal.
9. In the event where a certified Local business, bids on a City contract, and is determined by the Awarding Department after the bid deadline to not qualify as a Local Business, the business will be eligible for the Local Subcontractor Preference of up to 5%, if it has identified a qualifying Local Subcontractor(s) to perform work under the contract.
  - a. The above exemption shall only apply where the non-compliance is an error or mistake. It shall not apply to a business that intentionally or fraudulently claims to be a Local Business through misleading or false statements.
  - b. It is the responsibility of the business registered on LABAVN as a certified Local Business to inform BCA via email at [bca.certifications@lacity.org](mailto:bca.certifications@lacity.org), that it no longer meets the certification criteria within 7 days of the change. Failure to do so shall be construed as a misleading and/or false statement.
10. Upon receipt of information believed by the Awarding Authority to be reliable and which indicates that the Local Business no longer qualifies as a Local Business for more than 60 days during the entire time of the Contract, the Awarding Authority shall withhold or recover funds from the Contractor in an amount that represents the value of 8% of the executed contract.
11. If for any reason the Local Subcontractor, providing the basis for a Local Subcontractor Preference, is unable to, or does not, perform the work under the Contract; the

Contractor shall, within 60 days, replace that Local Subcontractor with another Local Subcontractor. If the Contractor is unable to replace the Local Subcontractor specified in the Contract with another Local Subcontractor within 60 days, the Awarding Authority shall be entitled to withhold or recover funds from the Contractor in an amount that represents the value of the work that was pledged to the Local Subcontractor, not to exceed 8% of the Contractor's executed contract.

12. Value of the Proposal Preference may be calculated as the difference between the Proposal price between the Contractor's Proposal and the Proposal of the next most competitive bid. In cases where the value of the awarded Business's proposal price is lower, the value of the Proposal Preference may be calculated as the product between the proposal preference percentage points provided and the submitted proposal price.
13. In the event that investigations reveal that a business fraudulently represents itself as a Local Business for the purpose of gaining a preference under the LBPP, the business shall not be eligible for the Local Business status for up to five years from the date of disqualification. This will also apply to any business that has received a preference, but failed to maintain its Local Business qualification for a cumulative of 60 days during the entire time of the contract.

E. Complaints and Protests

1. All complaints and/or protests regarding qualifying local businesses, provisionally qualified local businesses, and local subcontractors claiming non-compliance by Awarding Authorities or its failure to maintain certification criteria, shall be made to the BCA/OCC either in writing or by email for further investigations. Complaints must be accompanied by documentation which substantiates complainant's allegations.
2. Any complaints that meet the criteria of No. 1 shall be investigated by BCA/OCC in its role as the Designated Administrative Agency.

Submit complaints to:

**By Mail**

**Bureau of Contract Administration  
Office of Contract Compliance  
Department of Public Works  
1149 South Broadway, Suite 300  
Los Angeles, CA 90015**

**By Email**

**[bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org)**



EXHIBIT S

LABOR COMPLIANCE MANUAL

# **CITY OF LOS ANGELES**



## **LABOR COMPLIANCE MANUAL**

Revised May 2014

**PART I**  
**CITY OF LOS ANGELES**  
**LABOR COMPLIANCE PROGRAM REQUIREMENTS**

**I. INTRODUCTION**

The Bureau of Contract Administration, Office of Contract Compliance, Labor Compliance Section (LCS) is responsible for educating, assisting, monitoring and enforcing prevailing wage requirements of the applicable labor laws to insure that all contractors working on City projects are in compliance with State (California Labor Code Chapter 1 of Part 7 of Division 2) and Federal (Code of Federal Regulations 29) prevailing wage statutes and regulations.

The City's Labor Compliance Program (LCP) is certified under California Code of Regulations Chapter 8, Section 16425. The LCS received initial certification on August 6, 1998. In establishing the LCP, the City adheres to the statutory requirements as stated in California's Labor Code Section 1771.5.

**II. LABOR COMPLIANCE PROGRAM REQUIREMENTS**

- a.) Pursuant to Labor Code Section 1771.5, the City of Los Angeles requires the payment of the general prevailing rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work on this project.
- b.) The Labor Compliance Section monitors labor standards compliance by conducting interviews with construction workers at the job site and reviewing payroll reports and initiates and oversees any enforcement actions that may be required.
- c.) In the event that a project is federally funded, the Federal Department of Labor (DOL) has a role in monitoring Davis-Bacon administration and enforcement. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information. In the event that there is a conflict between the State prevailing wage rate and the Federal prevailing wage rate, then the higher rate shall be paid.

**III. PUBLIC WORKS CONSTRUCTION PROJECTS**

This project is subject to the provisions of the State laws and regulations including, but not limited to, California Labor Code Sections 226, 227, 1021, 1021.5, 3093, 3077 and 1720 through and including 1861, together with all applicable regulations (e.g., Title 8 California Code of Regulations Section 16001 et seq.). All pertinent California statutes and regulations, including those

referenced above, are hereby incorporated by reference in this document as if set forth in their entirety.

#### **IV. EMPLOYMENT OF MINORS PROHIBITED**

The employment of minors, under 16 years of age, is strictly prohibited in all building and construction work of any kind per California Code of Regulations Title 8, Chapter 6, Subsection 1, Article 1 §11701(b).

#### **V. YOUTH EMPLOYMENT PROGRAMS**

Youths (ages 18 – 23) employed on Public Works projects are subject to the payment of the prevailing wage.

#### **VI. CASH PAYMENTS PROHIBITED**

The City requires the Contractor and all subcontractors to make weekly wage payments to all workers employed on the project. Payments shall be made by means of a check, money order or cashier's check. **Cash payments are prohibited.**

#### **VII. WORKERS DEFINED**

The City defines "worker" as defined in Labor Code Section 1723, and extends the definition to include Corporate Officers, Partners, Sole Owners, Mechanics and Laborers employed or working on the site of the Work. Such workers will be paid unconditionally and not less than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act) (CFR 29 Part 3), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decisions of the State of California Director of the Department of Industrial Relations (DIR).

#### **VIII. PREVAILING WAGES**

Payments of wages not less than those contained in the wage determination decision of the State of California Director of the Department of Industrial Relations (DIR), are in effect for the duration of this Contract. Any classes of laborers or mechanics, including apprentices, which are not listed in the applicable wage determination and which are to be employed under the Contract, shall be classified in conformance with the applicable wage determination. If the Contractor fails to request a special determination (CCR 8 §16202) within 45 days after the commencement of advertising of the call for bids, and the classification of laborers and mechanics, including apprentices, is not found in the applicable wage determination, the City reserves the right to re-classify the affected class of laborers and/or mechanics, including apprentices, to the most

closely related craft as published in the applicable wage determination. If the interested parties cannot agree on the proper classification or re-classification of a particular class of laborers or mechanics, including apprentices, to be used, the question accompanied by the recommendation of the City shall be referred to the DIR for final determination.

## **IX. EFFECTIVE PREVAILING WAGE RATES**

The State Prevailing Wage Rates are determined by the Department of Industrial Relations as prescribed in Labor Code Sections 1773 – 1773.1 and are effective 10 days after issuance. The established Prevailing Wage rates are published in the General Prevailing Wage Determinations which are issued bi-annually (occasionally, the DIR may issue an additional General Prevailing Wage Determination in the same year). The **Bid Advertise Date** determines the applicable General Prevailing Wage Determination. The expiration date indicated for each craft is followed by either a single asterisk (\*) or double asterisk (\*\*). The single asterisk (\*) indicates that the wage rate will remain constant and effective throughout the duration of the contract. The double asterisk (\*\*) indicates that the wage rate is effective until the expiration date, and the rate to be paid for work performed after that date has already been determined. If work will extend past the expiration date, the new rate must be paid and should be incorporated in this contract. (CCR 8, §16204).

To obtain the most current prevailing wage rates, contact the Office of Contract Compliance at (213) 847-2662. The rates are also available on the internet at [www.dir.ca.gov](http://www.dir.ca.gov).

## **X. PAYMENT OF PREVAILING WAGE FRINGE BENEFITS**

Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time, training contributions and subsistence pay as provided for in Section 1773.8, for apprenticeship or other training programs, authorized by Section 3093. (Contractors paying per diem wages cannot pay less than the basic hourly rate of pay to the worker working on a covered prevailing wage. (CCR 8, §16000))

A copy of California Public Works Form PW-26, *Fringe Benefits Statement*, must be prepared by the Contractor and submitted to the OCC with the first payroll. In addition, a copy of the *Employer's Monthly Report To Trustees*, must be submitted to the OCC by the (15<sup>th</sup>) of the following month. Any worker not covered under a Trustee account must be paid a fringe benefit equivalent to that required by the DIR, associated with the minimum prevailing wage for the worker classification. Contractors not making payments to a fringe benefit trust account shall include the total fringe benefit package in the Total Hourly Wage Rate paid to the worker.

## **XI. APPRENTICE REQUIREMENTS**

Contractors shall comply with the requirements of the apprenticeship provisions of California Labor Code Section 1777.5.

### **1. APPRENTICES**

In accordance with California Labor Code Section 1777.5(d), a contractor (including any subcontractor) who is awarded a City of Los Angeles contract, and who employs workers in an apprenticeable craft or trade, shall employ apprentices in at least the ratios as stipulated in Labor Code Section 1777.5.

California Code of Regulations Title 8 §230.1 requires contractors who are not already approved to train by an applicable joint apprenticeship committee or unilateral committee, to request the dispatch of required apprentices from all of the applicable Apprenticeship Committees whose geographic area of operation includes the site of the public work by giving the committee actual notice of 72 hours (excluding Saturdays, Sundays and holidays) before the date on which one or more apprentices are required. However, if a non-signatory contractor declines to abide by and comply with the terms of a local committee's standards, the Apprenticeship Committee shall not be required to dispatch apprentices to such contractor. Conversely, if in response to a written request an Apprenticeship Committee does not dispatch any apprentice to a contractor who has agreed to employ and train apprentices in accordance with either the Apprenticeship Committee's Standards or these regulations within 72 hours of such request (excluding Saturdays, Sundays and holidays) the contractor shall not be considered in violation as a result of failure to employ apprentices for the remainder of the project, provided that the contractor made the request in enough time to meet the ratios as stated in Labor Code Section 1777.5. If an Apprenticeship Committee dispatches fewer apprentices than the contractor requests, the contractor shall be considered in compliance if the contractor employs those apprentices who are dispatched, provided that, where there is more than one Apprenticeship Committee able and willing to unconditionally dispatch apprentices, a contractor who is not a participant in an apprenticeship program has requested dispatch from all applicable apprenticeship committees in the project area.

Apprentices shall be individually registered in a bona fide state or federally approved apprenticeship program. Apprentices, as defined in Labor Code Section 3077, must be registered with the State of California, Division of Apprenticeship Standards (DAS) to be eligible for employment as an apprentice on the project. Any employee listed on a payroll as an apprentice and paid the apprentice wage rate who is **not** an apprentice, as defined in California Labor Code Section 3077, shall be paid the journey level wage rate determined for the classification of work actually performed. The Contractor and sub-contractors shall furnish the City a copy of a DAS apprentice

registration for each apprentice employed. The wage rates paid to the apprentices shall not be less than the applicable wage determination as determined by the Department of Industrial Relations Division of Apprenticeship Standards (Contact DAS at (415) 703-4920 or (213) 576-7750 or at their website: [www.dir.ca.gov/DAS](http://www.dir.ca.gov/DAS)).

## 2. RATIOS

The ratio of apprentice work to journeyman work shall conform to the requirements as mandated in Section 1777.5 of the California Labor Code. In the event that the Contractor fails to comply with apprenticeship requirements as mandated by California Labor Code Section 1777.5, the Contractor shall be subject to penalties in accordance with California Labor Code Section 1777.7.

If the Contractor fails to comply with the ratios as determined by the DAS, the City will issue a "Notice of Reprimand" and forward the matter to the DAS.

All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation.

## XII. LIABILITY FOR UNPAID WAGES

- a.) As required by Labor Code Section 1775, the Contractor and any Subcontractor shall forfeit to the City not more than two hundred dollars (\$200) per day for each worker who is paid less than the prevailing wage rate (including fringe benefits) required.

Additionally, Section 1813 of the Code requires the Contractor or subcontractor to forfeit twenty-five dollars (\$25) to the City for each worker employed in the execution of the Contract for each calendar day a worker is permitted or required to work in excess of 8 hours per day or 40 hours per week at a rate less than 1 ½ times the hourly rate of pay for the worker classification involved. Moreover, the City may withhold payment from the Contractor to ensure that the Contractor's obligation to pay prevailing wage rates is met.

- b.) The **Contract Work Hours and Safety Standards Act (CWHSSA)** require time and one-half pay for overtime as defined by the Federal government. (Overtime as defined by the Federal government is any time



over 40 hours worked by a worker in a given work week.) In the event that this project is federally funded, an additional penalty of \$10/day per violation will be strictly enforced for under-payment of the overtime rate. Intentional violations of CWHSSA standards are considered a Federal criminal misdemeanor.

- c.) California Labor Code Section 1778 makes it a felony for anyone to require any laborer or mechanic employed on a public works project to ***kickback*** any portion of their wages. The **Copeland (Anti-Kickback) Act** is the federal statute that makes it a felony to require any laborer or mechanic employed on a Federal or Federally Assisted public works project to return any portion of his/her wages in connection with services rendered upon any public work.

### **XIII. POSTING**

The Contractor shall post at each job site, in a conspicuous location readily available to the workers, a copy of all applicable wage determinations.

### **XIV. JOINT LABOR COMPLIANCE MONITORING PROGRAM**

The Contractor, and all subcontractors, shall cooperate in allowing approved Compliance Group Representatives access to the project job site for the purpose of conducting worker interviews to insure compliance with the requirement to pay proper prevailing wages on City projects. This will be done in order to comply with the Board of Public Works' August 20, 2004 adoption of a Joint Labor Compliance Monitoring Program.

Each Compliance Group Representative must wear their City-issued Joint Labor Compliance Monitoring Program identification badge at all times while on the job site, and must restrict their actions to interviewing workers employed on the project. For a copy of the Joint Labor Compliance Monitoring Program board report, or for any questions, contact the Office of Contract Compliance at (213) 847-2660.

### **XV. CERTIFIED PAYROLL RECORDS**

- a.) The Contractor shall adhere to the provisions of Labor Code Section 1776.

The payroll records referred to must include the employee's:

- A. name;
- B. address;
- C. social security number;
- D. work classification;
- E. straight time hours per day and total per week;

- F. overtime hours per day and total per week;
- G. gross wages earned this project;
- H. gross wages earned on all other projects;
- I. itemized deductions;
- J. actual per diem wages paid; and
- K. payroll check numbers or direct deposit verification

In addition, the records must identify apprentices and the ratio of apprentices to journeymen.

- b.) Certified payrolls from the Contractor and all Subcontractors shall be submitted to the City weekly through the Department of Public Works Bureau of Contract Administration's Online Certified Payroll System (OCPS) and shall be accompanied by a Statement of Compliance, signed electronically on OCPS by the Contractor or the Contractor's agent attesting that the payrolls are correct and complete and the wage rates contained therein are not less than those set by the applicable wage determinations incorporated into this Contract. The City reserves the right to **reject incomplete** payroll reports and request re-submittal of complete reports.
- c.) The Contractor shall be responsible for ensuring that all their Subcontractors, regardless of tier, submit certified payrolls through OCPS. In the event that Subcontractor payrolls are not submitted, the City may withhold contract payments from the Contractor.
- d.) Upon a request from the City, the Contractor and all Subcontractors shall be prepared to submit hard copies of certified payrolls accompanied by a Statement of Compliance, signed in ink.
- e.) Payroll data pertaining to owner-operators must be submitted on Certified Payroll Reports through OCPS, and a copy of the DMV vehicle registration of the Owner-Operator shall be submitted to the City after the first Certified Payroll on which this owner-operator's name appears. Listing any individual as "Owner-Operator" **will not** be accepted as the classification is not recognized by the State of California Department of Industrial Relations' Office of Policy, Research and Legislation.
- f.) As required by Labor Code Section 1776 (h), the Contractor shall forfeit to the City one hundred dollars (\$100) per day, per worker employed on the project, for failing to comply strictly with requests by the City for submittal of payroll documents and/or all supporting documents which includes, but is not limited to: cancelled checks, time sheets, W-4 Forms, W-2 Forms, DE-6 Forms, and any other forms utilized in the course of business that are relevant to the payment of wages. In addition, according to California Labor Code Section 1777.1(c), the Contractor may also be

subject to debarment by the Labor Commissioner for failure to furnish certified payroll records within thirty (30) days after receipt of the written notice for such records.

## **XVI. WORKING HOURS**

- a.) Generally, the Contractor shall not employ a worker more than eight (8) hours in a calendar day or forty (40) hours in a calendar week except upon compensation of one and one-half (1½ ) times the basic rate of pay for all hours worked in excess of eight (8) hours per day and forty (40) hours per week. Special rules may apply to specific worker classifications. See applicable wage determinations for overtime definitions. Recognized holidays shall be consistent with area practice in determining the applicability of overtime wage rates.
- b.) The Portal-to-Portal Act does not allow employers to forego payments to its employees for compulsory travel time and overtime. A worker required to report to the employer's place of business to load tools and material and to be transported to the job site are entitled to be paid for travel time at the applicable rate as set forth in the General Area Wage Determinations inclusive of return trip travel time from a public work classified project. All "hours worked" must be included in calculating any overtime including time denominated as compulsory travel time.

The Portal-to Portal Act applies to public works project that are funded in whole or in part with federal funds and excludes from the workday travel to or from the workplace by an employee (29 USC 254 (a)(1)). Under section 254(a), this includes work performed pursuant to contracts awarded by the federal government under the Davis-Bacon Act. However, the Portal-to-Portal Act, to the degree it amends the Davis-Bacon Act, does not supercede any aspect of the California Prevailing Wage Law and is not applicable to compulsory travel time incurred in the performance of a California awarding body's public work project when determining the "hours worked" as noted by the California Supreme Court in *Morrillion v. Royal Packing Company* (2000) 22 Cal. 4<sup>th</sup> 575, 94 Cal. Rptr.2d3,

"The California Labor Code and the Industrial Welfare Commission (IWC) wage orders do not contain an express exemption for travel time similar to that of the Portal-to-Portal Act. ...In contrast to these specific findings showing the congressional intent, the Legislature has not similarly identified existing evils under state law." (*Id.* at p.590.)

In reviewing the history of the IWC's Wage Order No. 14-80, the California Supreme Court said,

“The IWC added the phrase ‘the time during which an employee is subject to the control of the employer’ to the definition of ‘hours worked.’ ...Absent convincing evidence of the IWC’s intent to adopt the federal standard for determining whether time spent traveling is compensable under state law, we decline to import any federal standard, which expressly eliminates substantial protections to employees. Accordingly, we do not give much weight to the federal authority.” (Id. at p. 590-591)

Finally, the California Supreme Court observed,

“our departure from the federal authority is entirely consistent with the recognized principle that state law may provide employees greater protection than the F.L.S.A. [Fair Labor Standards Act].” (Id. at p. 592.)

## **XVII. WITHHOLDING PAYMENTS FOR LABOR COMPLIANCE VIOLATIONS**

In accordance with Labor Code Section 1727, the City may withhold, from any monies payable on account of work performed by the Contractor or Subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of the Contractor or its Subcontractor for unpaid wages and liquidated damages as specified in this Section. In the event of failure to pay any laborer or mechanic, including any apprentice, employed or working on the site of the Work, all or part of wages required by the Contract, the City may, after written notice to the Contractor (Notice of Withholding Contract Payments), take such action as may be necessary to cause the suspension of further payment, advance or guarantee of funds until such violations have ceased.

In accordance with Labor Code Section 1771.5, the City may withhold contract payments when payroll records are delinquent or inadequate.

## **XVIII. DISPUTES**

The City’s Labor Compliance Program administered by the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Labor Compliance Section shall adhere to the provisions of Labor Code Section 1771.6 and will provide the Contractor or Subcontractor an opportunity for review of assessed wages and penalties pursuant to the provisions of Labor Code Section 1742.

## **PART II**

### **LABOR COMPLIANCE PROGRAM REQUIREMENTS – FEDERALLY FUNDED/ASSISTED CONSTRUCTION PROJECTS**

Projects receiving full or partial federal funds are subject to the regulations listed below, in addition to any and all applicable California labor requirements.

#### **I. DAVIS-BACON REGULATIONS**

The U.S. Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR) and can be found in Title 29 CFR Parts 1, 3, 5, 6 and 7. Part 1 explains how the DOL establishes and publishes Davis-Bacon Act wage determinations and provides instructions on how to use the determinations. Part 3 describes the Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in each contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Part 7 sets parameters for due process procedures before the Wage Appeals Board (renamed Administrative Review Board). These regulations are used as the basis for administering and enforcing the laws.

##### **The Davis-Bacon Act**

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the DOL) to all laborers and mechanics on Federal construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

##### **The Contract Work Hours and Safety Standards Act (CWHSSA)**

CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 hours in any work week) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts *except* where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards are considered a Federal criminal misdemeanor.

### **The Copeland Act (Anti-Kickback Act)**

The Copeland Act makes it a crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to ***kickback*** any part of their wages. The Copeland Act also requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs).

### **The Fair Labor Standards Act (FLSA)**

The FLSA contains Federal minimum wage rates and overtime (O/T) requirements. These requirements generally apply to any labor performed and may be ***pre-empted*** by other Federal standards such as the Davis-Bacon Act prevailing wage requirements and CWHSSA O/T provisions. Only the Department of Labor has the authority to administer and enforce the FLSA. The Office of Contract Compliance (OCC) will refer any possible FLSA violations that are found on projects to the DOL.

## **II. CONSTRUCTION CONTRACT PROVISIONS**

Each contract subject to Federal (Davis-Bacon) labor standards requirements must contain contract provisions containing labor standards clauses and a Davis-Bacon Wage Decision. These documents are bound into the contract specifications.

### **The Labor Standards Clauses**

The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project.

### **Davis-Bacon Wage Decisions**

The Davis-Bacon Wage Decision is a listing of various construction work classifications such as Carpenter, Plumber, and Electrician, and the minimum wage rates (and fringe benefits, where prevailing) that employees performing work in those classifications must be paid.

### **Contract Administration form BCA-167**

The Bureau of Contract Administration form BCA-167 “Contractor Daily Field Report” must be utilized on all projects receiving federal-aid.

The BCA-167 is to be completed by the Prime Contractor on a daily basis and forwarded to the Bureau of Contract Administration Project Inspector no later than noon of the work day following the work date.

### **III. INQUIRIES**

All questions regarding this section and all matters concerning the payment of prevailing wages should be referred to:

The Office of Contract Compliance  
Labor Compliance Section  
1149 South Broadway, Suite 300  
Los Angeles, CA 90015  
(213) 847-2662

For more information, log on to:

<http://bca.lacity.org>  
<http://www.dir.ca.gov>  
<http://www.dol.gov>



EXHIBIT T

SUBCONTRACTOR UTILIZATION

**SCHEDULE A**  
**MBE/ WBE/ SBE/ EBE/ DVBE/ OBE SUBCONSULANT INFORMATION FORM**

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

<b>Project Title:</b>		<b>Work Order Number:</b>	
<b>Consultant:</b>	<b>Address:</b>		
<b>Contact Person:</b>		<b>Phone:</b>	

List of all Subconsultants (Service Providers/Suppliers/Etc.)				
Name , Address, and Phone No. of Subconsultant	Description of Work or Supply	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE	Caltrans/City/ MTA Certification No.	Dollar Value of Subcontract

Current Percentage of MBE/ WBE/ SBE/ EBE/ DVBE/ OBE/ Participation to Date					
	Total Dollar	Percent		Total Dollars	Percent
<b>MBE Participation</b>	\$	%	<b>WBE Participation</b>	\$	%
<b>SBE Participation</b>	\$	%	<b>EBE Participation</b>	\$	%
<b>DVBE Participation</b>	\$	%	<b>OBE Participation</b>	\$	%

<b>Signature of Person Completing this Form</b>	<b>Printed Name</b>	<b>Title</b>	<b>Date</b>

**MUST BE SUBMITTED WITH PROPOSAL**

**SCHEDULE B**  
**MBE/ WBE/ SBE/ DVBE/ OBE UTILIZATION PROFILE**

<b>Project Title:</b>	<b>Work Order Number:</b>
<b>Consultant:</b>	<b>Address:</b>
<b>Contact Person:</b>	<b>Phone/Email:</b>

<b>Contract Amount (Including Amendments)</b>	<b>This Invoice Amount</b>

	MBE/ WBE/ SBE/ DVBE/ OBE Subconsultant (List All Subconsultants)					
Name of Subconsultant	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE	Certification Agency/ Certification Number	Original Subcontract Amount	This Invoice Amount	Invoiced to Date (Include this Invoice)	Scheduled Participation to Date

Current Percentage of MBE/ WBE/ SBE/ EBE/ DVBE/ OBE/ Participation to Date					
	Total Dollar	Percent Achieved		Total Dollars	Percent Achieved
<b>MBE Participation</b>	\$	%	<b>WBE Participation</b>	\$	%
<b>SBE Participation</b>	\$	%	<b>EBE Participation</b>	\$	%
<b>DVBE Participation</b>	\$	%	<b>OBE Participation</b>	\$	%

<b>Invoiced to Date Amount (Includes this Invoice)</b>	<b>\$</b>
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<b>Signature of Person Completing this Form</b>	<b>Printed Name</b>	<b>Title</b>	<b>Date</b>

**MUST BE SUBMITTED WITH EACH INVOICE**

## SCHEDULE C FINAL SUBCONSULTING REPORT

<b>Project Title:</b>		<b>Work Order Number:</b>	
<b>Contractor:</b>		<b>Address:</b>	
<b>Contact Person:</b>		<b>Phone/Email:</b>	
<b>Total Contract Amount (Including Amendments)</b>		<b>\$</b>	

MBE/ WBE/ SBE/ DVBE/ OBE Subconsultants (List All Subconsultants)					
Name, Address, Phone of all Subcontractors Listed on Schedule C	Description of Work or Supply	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE	Certification Agency and Certification Number	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*

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

	Total Dollar	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
<b>MBE Participation</b>		%	%	<b>WBE Participation</b>		%	%
<b>SBE Participation</b>		%	%	<b>EBE Participation</b>		%	%
<b>DVBE Participation</b>		%	%	<b>OBE Participation</b>		%	%

<b>Total Final Amount Invoiced</b>	<b>\$</b>
------------------------------------	-----------

<b>Signature of Person Completing this Form</b>	<b>Printed Name</b>	<b>Title</b>	<b>Date</b>

**SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION**

The purpose of ED 14 is to ensure that all businesses have an equal opportunity to participate in City contracts as well as re-affirm the City's commitment to outreach and participation of minority and women owned businesses. Waivers to the outreach requirement by prime contractors should not be considered unless there are no opportunities for subcontracting. ED 14 outreach requirements do not apply to legitimate sole source opportunities. Additionally ED 14 may not apply if federal or grant funding require another method of outreach and inclusion.

\* Required

**Name \***

Dan Seto

**Email Address \***

dan.seto@lacity.org

**Department Name \***

LA Sanitation

**Type of Contract \***

Other ▼

**Approximate dollar value of opportunity \***

\$13,399,230

**Is this opportunity a sole source \***

Yes

**Source of funding \***

- ☐ Federal grant
- ☐ State grant
- ☐ Local grant (County or City)
- ☐ General Fund

☒ Other: Special Funds

**Please describe scope of work to be performed \***

Proprietary Specialized Softw

**Are there subcontracting opportunities? \***

No/Improbable

**Anticipated advertising date \***

N/A

**Is this a new opportunity \***

- ☒ yes
- ☐ no

**Has the Department's General Manager approved this request? \***

yes ▼

Submit

Never submit passwords through Google Forms.



Alexa Esparza <alexa.esparza@lacity.org>

---

## Fwd: ED 14 BIP Waiver

---

Dan Seto <dan.seto@lacity.org>

Tue, Jun 4, 2019 at 11:06 AM

To: Alexa Esparza <alexa.esparza@lacity.org>, Shari Kuroki <shari.kuroki@lacity.org>

Cc: Anita Fernandez <anita.fernandez@lacity.org>

fyi.

Dan

----- Forwarded message -----

From: **cpo team** <cpoteam@lacity.org>

Date: Tue, Jun 4, 2019 at 11:05 AM

Subject: ED 14 BIP Waiver

To: <dan.seto@lacity.org>

Good Morning Dan,

Your waiver for software maintenance has been approved.

--

**Eric  
Garcetti**  
#iamayor

**CPO TEAM**  
**Mayor's Office of Budget and Innovation**  
200 N. Spring St, Los Angeles, CA 90012



---

Inflection Point Solutions, 1000 North Water Street, Suite 950, Milwaukee, WI 53202  
Phone: 913-233-6757

January 11, 2021

City of Los Angeles  
Bureau of Sanitation  
2714 Media Center Drive  
Los Angeles, CA 90065  
Attn: Dan Seto

Dear Dan:

This letter is to confirm Inflection Point Solutions (IPS) as the sole and exclusive provider of the following software in use by the City of Los Angeles Bureau of Sanitation (LASAN):

- Watershed Protection Billing (WPB)
- Wastewater Information System and Research Database (WISARD)
- Pretreatment Information Management System (PIMS)
- Watershed Protection Information Management System (WPIMS)
- Industrial Waste Billing (IWB)
- Biosolids management software (BioEDGE)
- Data Exchange Tool (DET)
- Industrial Waste Billing to Financial Management System Interface (IWB-FMS)
- Fat-Oil-Grease tracking (FOG)

As such, IPS is the only firm capable or legally authorized to make any modifications, support fixes, or corrections requested by LASAN. To clarify, some of the above products were commissioned under contract to IPS by LASAN. In these instances IPS personnel are the only professionals in the country with a knowledge of the software(s), database structure(s), installation specifics for the City of Los Angeles, and its requirements for support and maintenance. Having access to the source code, we are the only firm capable to make the modifications requested on these products by the LASAN.

I welcome any further questions at (913) 233-6757.

Best Regards,

Inflection Point Solutions, LLC

Corey Williams, P.E.  
Vice President



CONTRACT NO. C – [\_\_\_\_\_]

**PERSONAL SERVICES CONTRACT**

**BETWEEN**

**THE CITY OF LOS ANGELES**

**AND**

**INFLECTION POINT SOLUTIONS**

**FOR**

**THE INTEGRATED MAINTENANCE AND SUPPORT OF  
INFLECTION POINT SOLUTIONS SOFTWARE PRODUCTS**

**City of Los Angeles  
Department of Public Works  
Los Angeles Sanitation and Environment (LASAN)**

**Barbara Romero, Director and General Manager  
Mas Dojiri Ph.D., B.C.E.S., Assistant Director**

**Information and Control Systems Division  
Nicolas Tran, Division Manager**

**INTEGRATED MAINTENANCE AND SUPPORT OF  
INFLECTION POINT SOLUTIONS SOFTWARE PRODUCTS**

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**PERSONAL SERVICES CONTRACT BETWEEN  
CITY OF LOS ANGELES AND INFLECTION POINT SOLUTIONS FOR  
THE INTEGRATED MAINTENANCE AND SUPPORT OF  
INFLECTION POINT SOLUTIONS SOFTWARE PRODUCTS**

This AGREEMENT, made and entered into by and between the City of Los Angeles, a municipal corporation acting by order of and through its Board of Public Works, hereinafter called the "CITY", and "Inflection Point Solutions" hereinafter referred to as the "CONSULTANT"; is set forth as follows:

**WITNESSETH**

WHEREAS, the CITY currently receives ongoing support and enhancement services for the following SOFTWARE PRODUCTS owned or maintained by the CONSULTANT: Pretreatment Information Management System (PIMS), Watershed Protection Information Management System (WPIMS), Industrial Waste Billing System (IWB), Biosolids Tracking System (BioEDGE), Industrial Waste Billing and Financial Management System Interface (IWB-FMS), Watershed Protection Billing System (WPB), Data Exchange Tool (DET), Fats Oil and Grease Module (FOG), Delinquent Account Tracking (DAT), and Wastewater Information System and Analytical Research Database (WISARD); and

WHEREAS, the CITY relies heavily on each of these products to perform mission-critical activities; and

WHEREAS, the CITY does not have the necessary staff, resources, and the expertise to provide software support for any of these SOFTWARE PRODUCTS and must contract out the services, and

WHEREAS, the CONSULTANT is the author and/or approved sole administrator of all of these SOFTWARE PRODUCTS and the only organization that is legally authorized to provide these technical services (support, upgrades, enhancements, etc.). The exception to this is the WISARD where LASAN is the owner of the code; however, the product is included in this CONTRACT as the CONSULTANT was contracted for the initial development; and

WHEREAS, the Board of Public Works authorized LASAN to negotiate ongoing support and maintenance contracts for all of these SOFTWARE PRODUCTS; and

WHEREAS, the services requested are professional, expert, and technical in nature; and

WHEREAS, the CITY recognizes that the CONSULTANT possesses the expertise, knowledge, and sufficient personnel to perform the technical functions as detailed in the Scope of Services for which the CITY finds that competitive bidding is not practical or advantageous; and

WHEREAS, the CONSULTANT agrees to perform the referenced tasks in accordance with all applicable laws, rules, regulations, and other requirements of local, state, and federal governments;

NOW, THEREFORE, in consideration of the foregoing and the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this AGREEMENT, it is understood and agreed by and between the parties hereto as follows:

## **ARTICLE 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 the CITY or CONSULTANT. The word "CONSULTANT" includes the party or parties identified in this CONTRACT. The singular shall include the plural and if there is more than one CONSULTANT, 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.

## **ARTICLE 2 – DEFINITIONS**

It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

<b>AGREEMENT/CONTRACT</b>	This contractual agreement between the CITY and IPS.
<b>BioEDGE</b>	Biosolids Tracking System
<b>BOARD</b>	The Board of Public Works of the City of Los Angeles.
<b>CITY</b>	The City of Los Angeles, Board of Public Works, or its subordinate Bureaus, including LASAN. Depending on the context in which it is used, the term CITY may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in matters concerning this AGREEMENT.
<b>CITY PRODUCT MANAGER</b>	Individual assigned by the CITY with the authority to make decisions on behalf of his/her assigned responsible product(s).
<b>CONSULTANT</b>	Inflection Point Solutions, LLC (IPS)
<b>CONSULTANT PRODUCT MANAGER</b>	Individual assigned by the CONSULTANT with the authority to make decisions on behalf of the CONSULTANT's product(s).
<b>DAT</b>	Delinquent Account Tracking



<b>DET</b>	Data Exchange Tool
<b>DIRECTOR</b>	Director of LASAN or his/her designated representative.
<b>FOG</b>	Fats Oil and Grease Module
<b>INTEGRATED SUPPORT CONTRACT ADMINISTRATOR</b>	Individual assigned by the CONSULTANT who coordinates prioritization and escalation of product issues and tasks.
<b>IWB</b>	Industrial Waste Billing System
<b>IWB-FMS</b>	Industrial Waste Billing and Financial Management System Interface
<b>IWMD</b>	Industrial Waste Management Division
<b>LASAN</b>	Bureau of Sanitation, Department of Public Works, City of Los Angeles, also referred to as LA Sanitation and Environment
<b>MBE/WBE/SBE/EBE/DVBE /OBE</b>	Minority/Women/Small/Emerging/Disabled Veteran/Other Business Enterprises
<b>PIMS</b>	Pretreatment Information Management System (includes PIMS, IWB, IWB-FMS, FOG, DAT)
<b>PROJECT</b>	The system, process, or capability to be designed, developed or implemented by the CONSULTANT.
<b>PROJECT MANAGER</b>	The CITY'S representative in all matters within the scope of this AGREEMENT.
<b>PERFORMANCE EVALUATION COMMITTEE</b>	A committee formed from executive representatives from the CITY and the CONSULTANT which evaluates the level of performance of the CONSULTANT for providing deliverables and services that were agreed upon during an evaluation period that is typically one year.
<b>STEERING COMMITTEE</b>	A committee formed from key stakeholder's representatives from the CITY and the CONSULTANT which provides direction and guidance on overall CONSULTANT support deliverables and services.

<b>SOFTWARE PRODUCTS</b>	All LASAN-configured products governed by this CONTRACT. These products are not considered 'off-the-shelf'.
<b>SUBCONSULTANT</b>	An individual or company having an agreement with the CONSULTANT to provide services, equipment, or materials to the CONSULTANT for this CONTRACT.
<b>TASK ORDER PROJECT MANAGER</b>	Individual assigned by the CONSULTANT who will deal with all matters associated with issued task orders.
<b>WISARD</b>	Wastewater Information System and Analytical Research Database
<b>WPB</b>	Watershed Protection (WP) Billing System
<b>WP</b>	Watershed Protection
<b>WPIMS</b>	Watershed Protection Information Management System

### **ARTICLE 3 - PROJECT DESCRIPTION**

The CITY utilizes multiple products created, or maintained via contract, by the CONSULTANT. The CONSULTANT is the sole legal entity entitled to support, enhance, and maintain these products. TABLE 1, SOFTWARE PRODUCTS applicable to the Integrated Software Agreement, identifies these multiple products. Each of the products is critical in the management and tracking of operations of LASAN programs for Cleanwater, Industrial Waste, WP as well as meeting legal and/or regulatory reporting and monitoring requirements by the Environmental Protection Agency (EPA) and California State Water Resources Control Board (SWRCB). Failure of these products puts LASAN's Cleanwater, Industrial Waste Management, and Watershed programs at risk and subject to potential fines and legal liability.

The CITY requires this sole source CONTRACT with the CONSULTANT for as-needed support and consulting expertise regarding these multiple products. In addition to support, each product periodically requires LASAN-directed enhancements due to the following conditions:

- Changing regulatory requirements.
- Updates to the LASAN's financial practices.
- Updates in LASAN practices and ordinances.
- Interfaced system modifications.

Table 1. SOFTWARE PRODUCTS applicable to the Integrated Software Agreement

<b>Software Products</b>	<b>Description</b>	<b>Contract to Supersede or Replace</b>
Pretreatment Information Management System (PIMS)	Used for managing the permitting, reporting, and monitoring requirements for over 70,000 industrial facilities and assists with 35,000 inspections per year	Contract No. 121830
Watershed Protection Information Management System (WPIMS)	Used for managing inspections, reporting, monitoring, enforcement procedures, and illicit discharge investigations pertaining to watershed requirements	Contract No. 121830
Industrial Waste Billing System (IWB)	Used to track applicable industrial waste fees, calculate regular and delinquent charges, generates invoices, and assists with collection of over \$17 million per year	Contract No. 121830
Biosolids Tracking System (BioEDGE)	Used to monitor biosolids truck activity and to capture information on haulers, trucks, drivers, loads, and tonnages for the Hyperion and Terminal Island Water Reclamation Plants	N/A
Watershed Protection Billing System (WPB)	Used to calculate, issue, and track over 100,000 invoices for Industrial/Commercial Facility Pollution Control and Education Program Fee Billing	N/A
Industrial Waste Billing - Financial Management System Interface (IWB-FMS)	Used for transferring data between the IWB system and the CITY'S Financial Management System	Contract No. 121830
Data Exchange Tool (DET)	Used for transferring data between the LASAN Laboratory Information Management System (LIMS) and PIMS and between LIMS and WISARD	N/A
Fats Oil and Grease Module (FOG)	Used for tracking cases, plan checks, conditional waivers, and agency referrals for the Fats, Oils, and Grease Program	Contract No. 121830
Delinquent Account Tracking (DAT)	Used for tracking accounts that are delinquent in paying industrial waste fees	Contract No. 121830
Wastewater Information System and Analytical Research Database (WISARD)	Used to generate the legally mandated National Pollution Discharge Elimination System (NPDES) self-monitoring reports, Discharge Monitoring reports required by USEPA, daily process control reports and monthly performance reports for treatment plant operations, laboratory data validation reports, and Total Maximum Daily Load (TMDL) reports for watershed monitoring	N/A

#### **ARTICLE 4 - RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED BY THE CONSULTANT**

The CONSULTANT shall provide technical support for successful software maintenance of SOFTWARE PRODUCTS and their integrations to other applications as set forth herein and in any applicable Project Task Order upon written authorization by the PROJECT MANAGER. The CONSULTANT shall provide appropriate staff as required by the CITY to perform specified tasks. When the CITY needs the CONSULTANT staff to perform work not specifically listed in the software maintenance support set forth in Section 4.4.1, the PROJECT MANAGER shall issue a written Task Order Solicitation to the CONSULTANT, detailing the tasks and deliverables to be performed by the CONSULTANT. Once the Task Order Solicitation is issued, the CONSULTANT shall provide a Project Task Order, specifying details of the work to be performed, time schedule, and cost for the completion of each task. The PROJECT MANAGER will review the Project Task Order and upon agreement with the details, cost, and schedule, he/she shall sign the Project Task Order. If the PROJECT MANAGER does not agree with the proposed Project Task Order, the PROJECT MANAGER and the CONSULTANT shall negotiate the Project Task Order details, costs, and schedule until the CITY agrees with the proposal or abandons the work. No work shall be performed under this AGREEMENT unless both parties have signed off on the Project Task Order. The CITY acknowledges and agrees that the CONSULTANT's ability to perform the services is conditioned upon the CITY's timely performance of its obligations. Services shall include, but not be limited to the following:

- 4.1 The CONSULTANT shall perform the services described in Article 4.4 and any other services as specified in each Project Task Order. The CONSULTANT shall perform such work with a degree of skill and diligence normally employed by professional analysts or consultants performing the same or similar services.
- 4.2 The CONSULTANT warrants that services pursuant to this AGREEMENT will be performed in a manner consistent with generally accepted industry standards.
- 4.3 **Retention of Records, Audits, and Reports**  
The CONSULTANT 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 the CITY. These records shall be retained for a period of no less than four (4) years from the later of the following: (1) final payment made by the 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 the CITY'S representatives at any time. The CONSULTANT shall provide any reports requested by the CITY regarding the performance of this CONTRACT. Any subcontract entered into by the CONSULTANT 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, the CONSULTANT may, upon the CITY's written approval, submit the required information to the CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this CONTRACT.

#### 4.4 Scope of Services

Services shall include, but not be limited to, the following:

- 4.4.1 Annual Software Maintenance for a maximum of six (6) years to be paid up to a total of \$461,205 per year if all products are to be supported. The total cost over the six (6) year period is up to \$2,767,230. The additional cost for two (2) three-year renewal options is \$3,500,000 (\$1,750,000 for each renewal option). If any product support is requested by the CITY to be removed from support, the CONSULTANT will no longer need to support the product and the total annual software maintenance will be reduced by the amount for the product according to the breakdown in the table below.

The breakdown of the maintenance per software support product is shown below:

Product	Annual Software Support and Maintenance (with Integrated Support Contract)
WPB	\$ 50,000
WISARD	\$ 170,000
PIMS (incl. IWB, IWB-FMS,FOG, DAT)	\$ 99,275
WPIMS	\$ 61,655
IWB	\$ 42,275
BioEDGE	Included
DET	\$ 28,500
IWB-FMS	\$ 9,500
FOG	Included
DAT	Included
Total	\$461,205

To note: The CITY specific enhancements and supplemental modules added or incorporated within the products listed in this CONTRACT are included within the product's support and maintenance without additional cost.

With the CITY'S written approval, the CONSULTANT shall provide the necessary staff and/or resources to work directly with the CITY staff and/or other consultants in support of all software applications. The support provided by the CONSULTANT includes, but is not limited to, the following:

- single support portal for all products;
- latest software updates and product roadmap for each respective product incorporating any inter-association of other related supported products which may have an effect on the update or roadmap;
- defect corrections, troubleshooting, and fixing all SOFTWARE PRODUCTS that have been first quality tested and checked by the CONSULTANT;
- remote diagnostics support;
- discounted hourly rates in the execution of Task Orders;
- monthly support calls and quarterly conference calls;

- annual executive meetings onsite at LASAN or CONSULTANT offices; and
- six (6) free user conference passes for each product as part of the annual maintenance for the term of this CONTRACT.

Note: If LASAN deems that assigned staff and/or resources are not fulfilling their obligations, LASAN has the right to request a change at no cost to the CITY. The CONSULTANT will determine the replacement based on expertise, experience, and availability of personnel at the time of the request and with written consent and approval from the CITY'S PROJECT MANAGER.

The provision of support for SOFTWARE PRODUCTS will be handled under the Performance Criteria for Product Support Evaluation shown in Exhibit D. For general explanation, all products will include phone and web support, inclusion of patch and release implementation assistance, and minor enhancements or modifications to existing features (e.g., report changes).

In addition to the Performance Criteria for Product Support Evaluation, LASAN and the CONSULTANT have agreed to the following:

- Product roadmaps for SOFTWARE PRODUCTS will be developed in a cooperative manner with LASAN.
- If a new release of underlying platform third-party software (e.g. Oracle, Windows) is made available, the CONSULTANT will incorporate the update into the product roadmap in a timetable consistent with LASAN'S adoption of this technology. Note: such updating of underlying technology requires prompt and reasonable notice from LASAN of their intention to implement said technology upgrade.
- LASAN can modify the DET software to incorporate new data sources and CONSULTANT will continue to maintain full support services. Note: The CONSULTANT is responsible for the delivery and support of the DET software data formats as requested by LASAN and to ensure that the DET accepts the prepared data format from the receiving system (e.g. LASAN's Honeywell system).

Upon issuance of this CONTRACT, all open contracts will be closed and any remaining amounts will be prorated and carried forward. Note: If enhancement work is underway on an existing contract, LASAN will determine if the work is to be transferred to the new contract. If nearing completion, or other reason in LASAN's sole discretion, the existing contract is to remain open until such work is completed. Under no circumstance will new Task Orders be issued nor support and maintenance monies be charged after the date of closure. All current Task Orders associated with enhancements, product delivery, etc. will be finalized and closed upon completion.

Because of the specific nature of these products to the work processes of LASAN, traditional software support contexts are not applicable (i.e., the CONSULTANT provides work in direct response to LASAN requests and shall not reserve time for general system maintenance). As such, the CONSULTANT will be expected to spend all support fees directly to the benefit of LASAN. Such work will be executed

at a blended rate of \$135 per hour in the initial year with escalation per additional year capped at 3% of the previous year's hourly rate. The CONSULTANT can allocate up to 15% of support fees for the PROJECT/Account management to ensure compliance with Performance Criteria and Performance Plans as defined in this AGREEMENT with approval by LASAN for a period defined by LASAN.

- 4.4.2 Integration Support not included in Subarticle 4.4.1 (The estimated cost for the duration of the AGREEMENT is \$1,000,000).

The CONSULTANT shall provide the necessary staff and/or resources to work directly with the CITY and other consultants in developing and supporting integrations of SOFTWARE PRODUCTS and/or CITY software (i.e., CITY applications, external to CITY systems, imported data files, etc.). The support includes, but is not limited to the following services: software development, documentation, software configuration, tuning, software modification, testing, and PROJECT management. The CONSULTANT shall provide Integration Support services on an "as needed" basis only as directed by the CITY. There is no minimum amount of work guaranteed to the CONSULTANT from the CITY. The CONSULTANT shall not perform any work related to this portion of this AGREEMENT without an expressed written request from the CITY, pursuant to a Project Task Order.

- 4.4.3 On-call Professional Services (The estimated cost for the duration of this AGREEMENT is \$2,000,000).

The CONSULTANT shall provide consultation, assessment, analysis, and recommendations on implementation activities related to the SOFTWARE PRODUCTS, which include, but are not limited to the following services: telephone support, documentation, planning activities, project management, migration activities, data reconciliation, and new and upgraded software integration and implementation with the LASAN software. The CONSULTANT shall provide On-call Professional Services on an "as needed" basis only as directed by the CITY. There is no minimum amount of work guaranteed to the CONSULTANT from the CITY. The CONSULTANT shall not perform any work related to this portion of this AGREEMENT without an expressed written request from the CITY, pursuant to a Project Task Order.

The basis of this estimate is shown in the table below. However, the LASAN can authorize a payment for expenditures in any manner or amount.

- 4.4.4 Software Enhancements (The estimated cost for the duration of this AGREEMENT is \$1,500,000).

The CONSULTANT shall provide the necessary staff and/or resources to work directly with the CITY and other consultants in the support of software enhancements described in this AGREEMENT. The support includes, but is not limited to telephone support, documentation, software modification, software configuration, tuning, testing, PROJECT management and implementation of new



functionality. The CONSULTANT shall provide services for implementation of enhancements on an "as needed" basis only as directed by the CITY. There is no minimum amount of work guaranteed to the CONSULTANT from the CITY. The CONSULTANT shall not perform any work related to this portion of this AGREEMENT without an expressed written request from the CITY, pursuant to a Project Task Order.

Software enhancements as noted in this section are separate from standard support and maintenance enhancement activities noted in other sections of this CONTRACT. Support and maintenance enhancements include minor activities that can be completed within approximately eight (8) hours of development time, such as field additions, label changes, report alterations, etc.

4.4.5 Software Upgrade Configurations (The estimated cost for the duration of this AGREEMENT is \$1,150,000).

The CONSULTANT shall provide the necessary staff and resources to work directly with the CITY and other consultants to configure the upgrades to the SOFTWARE PRODUCTS noted in this article as necessary which includes, but is not limited to software modifications, documentation, software configuration, tuning, testing, PROJECT management and implementation of new functionality. The CONSULTANT shall provide services only as directed by the CITY. There is no minimum amount of work guaranteed to the CONSULTANT from the CITY. The CONSULTANT shall not perform any work related to this portion of this AGREEMENT without an expressed written request from the CITY, pursuant to a Project Task Order.

4.4.6 On-call Supplemental Support (The estimated cost for the duration of this AGREEMENT is \$1,107,000).

The CONSULTANT shall provide assessment, analysis, software development, and similar services on activities related to the noted SOFTWARE PRODUCTS of LASAN, which include, but are not limited to the following services: telephone support, documentation, planning activities, PROJECT management, migration activities, data reconciliation, code modification, and general actions as would be necessary for software support. Such work would conform within the schedules and delivery of normal support as governed under 4.4.1 and is provided to expand the resources allocated by the CONSULTANT to support activities. The CONSULTANT shall provide On-call supplemental support actions on an "as needed" basis only as directed by the CITY. There is no minimum amount of work guaranteed to the CONSULTANT from the CITY. The CONSULTANT shall not perform any work related to this portion of this AGREEMENT without an expressed written request from the CITY, pursuant to a Project Task Order.

4.5 Consultant Schedule of Services and Costs for Project Task Order Issued pursuant to

4.5.1 In the event the PROJECT MANAGER has authorized PROJECT management work hours to prepare the schedule of services and subsequent revisions and reports,

the CONSULTANT shall prepare the schedule and submit it to the PROJECT MANAGER within fifteen (15) calendar days of the Project Task Order authorization date. This schedule shall be submitted electronically in Microsoft Project format and shall be revised and updated in a timely manner as specified in the Project Task Order or at a minimum of quarterly if not specified in the Project Task Order.

- 4.5.2 The CONSULTANT's schedule as noted in Subarticle 4.5.1 shall show the start and end dates of each part or division of work (i.e. milestones) and shall show all submittals associated with each work activity. The CONSULTANT shall allow a minimum of fifteen (15) calendar days for the PROJECT MANAGER to review each submittal, unless a longer period of time is specified in the Project Task Order. The work activities identified in the Project Task Order's schedule shall contain sufficient detail to document that adequate planning has been completed for proper execution of work and such that it provides an appropriate basis for monitoring and evaluating the progress of the work. The schedule shall list all major work items, points of interface with the CITY, and milestone submittals. The PROJECT MANAGER shall review the CONSULTANT's schedules and provide comments on overall compliance with the requirements.

## **ARTICLE 5 - KEY CONSULTANT PERSONNEL**

- 5.1 The CONSULTANT designates the following person to represent the CONSULTANT in all matters pertaining to this AGREEMENT:

Mr. Corey T. Williams, Vice President and General Manager  
Inflection Point Solutions  
8500 W. 110th Street, Suite 550, Overland Park, KS 66210  
P: 913-661-0539  
C: 913-233-6757  
[cwilliams@ipsdelivers.com](mailto:cwilliams@ipsdelivers.com)

The CONSULTANT designates the following person to serve as the INTEGRATED SUPPORT CONTRACT ADMINISTRATOR who will manage the CONSULTANT PRODUCT MANAGERS, coordinate prioritization product support activities with LASAN and the CONSULTANT PRODUCT MANAGER(S) (e.g. setup quarterly conference calls, etc.), and provide issue escalation, as needed, to CONSULTANT upper management:

Ms. Lorne Tappa  
1000 N. Water Street, Ste. 950  
Milwaukee, WI 53202  
P: 414-203-2448

The CONSULTANT designates the following person to serve as the CONSULTANT PRODUCT MANAGER and lead all product support activities:

Ms. Joanne Bothe, Product Support Manager  
1000 N. Water Street, Suite 950  
Milwaukee, WI 53202

The CITY will be notified in writing of any change in CONSULTANT representatives.

- 5.2 The CONSULTANT agrees that personnel assigned to these positions at the commencement of services under this AGREEMENT shall serve in these positions as long as required by this CONTRACT, and the CONSULTANT shall not change personnel assigned to these positions without the prior written consent and approval of the CITY'S PROJECT MANAGER, whose consent shall not be unreasonably withheld.
- 5.3 Unless otherwise approved by the CITY, the CONSULTANT shall use its own employees to perform the services described in this AGREEMENT. The CITY has the right to review and approve any personnel who are assigned to work under this AGREEMENT. The CONSULTANT shall remove personnel from performing work under this AGREEMENT if requested to do so by the CITY within thirty (30) business days of the written request by the CITY.
- 5.4 The CONSULTANT shall not use SUBCONSULTANTS to assist in performance of this CONTRACT without the prior written approval of the CITY. If the CITY permits the use of SUBCONSULTANTS, the CONSULTANT shall remain responsible for performing all aspects of this CONTRACT and paying all SUBCONSULTANTS. The CITY has the right to approve the CONSULTANT'S SUBCONSULTANTS, and the CITY reserves the right to request replacement of any SUBCONSULTANT. The CITY does not have any obligation to pay the CONSULTANT'S SUBCONSULTANTS, and nothing herein creates any privity of contract between the CITY and any SUBCONSULTANT. The use of SUBCONSULTANTS shall be subject to written approval of the CITY, pursuant to the provisions of Article 10.

## **ARTICLE 6 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CITY**

The CITY designates Nicolas Tran as its PROJECT MANAGER to represent the CITY in all matters within the scope of this AGREEMENT relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the PROJECT MANAGER. The PROJECT MANAGER may designate an assistant to act in his stead. The CITY may designate another CITY employee to succeed Nicolas Tran as the PROJECT MANAGER. The CONSULTANT will be notified in writing in such event.

The CITY designates the following individuals to serve as the CITY PRODUCT MANAGERS for each of the SOFTWARE PRODUCTS represented below. These assigned individuals have the authority to make decisions on behalf of their representative product. In collaboration with IPS standard support services, these individuals, or their successors, will commit to participate in a scheduled conference call to discuss the SOFTWARE PRODUCTS and prioritize support items. The conference call will be conducted at a minimum quarterly but may be requested more frequently as determined by the PROJECT MANAGER or designee or consensus of the CITY PRODUCT MANAGERS.

<b>IPS Software Product</b>	<b>City Product Manager</b>
Pretreatment Information Management System (PIMS)	Dan Seto
Watershed Protection Information Management System (WPIMS)	Dan Seto
Industrial Waste Billing System (IWB)	Dan Seto
Watershed Protection Billing System (WPB)	Dan Seto
Biosolids Tracking System (BioEDGE)	Jason Moreno
Industrial Waste Billing and Financial Management System Interface (IWB-FMS)	Dan Seto
Data Exchange Tool (DET)	Jason Moreno
Fats Oil and Grease Module (FOG) Module	Dan Seto
Delinquent Account Tracking (DAT)	Dan Seto
Wastewater Information System and Analytical Research Database (WISARD)	Dan Pierce

The CONSULTANT will be notified in writing of any change to the CITY PRODUCT MANAGERS.

The CITY shall furnish, without charge, facilities, and resources available to the CONSULTANT as deemed reasonably necessary and appropriate by the CITY.

LASAN and the INTEGRATED SUPPORT CONTRACT ADMINISTRATOR will establish and manage the approval process of all deliverables.

Concerning all Product Support matters, the immediate contact is the CONSULTANT PRODUCT MANAGER. The CONSULTANT PRODUCT MANAGER is a non-billable resource provided to LASAN for resolving all product support matters.

For Task Orders issued under this AGREEMENT, the CONSULTANT will assign a TASK ORDER PROJECT MANAGER. For all matters associated with the issued Task Orders, LASAN will work directly with the assigned TASK ORDER PROJECT MANAGER.

The INTEGRATED SUPPORT CONTRACT ADMINISTRATOR is offered to LASAN as a non-billable, additional resource to ensure overall LASAN PROJECT coordination, manage LASAN communications, and serve as an escalation point to CONSULTANT executive management.

The LASAN PROJECT participants will coordinate with the CONSULTANT for the scheduling of all support conference calls and will provide timely responses to issues, reviews, and approvals. For clarification, unless otherwise agreed, timely response is defined as ten (10) business days.

CITY staff subject matter experts, including PRODUCT MANAGERS, on LASAN functional and technical areas of the applications and related systems will be available for interviews (as needed) and will provide timely responses to issues, reviews, and approvals. For clarification, unless otherwise agreed, timely response is defined as ten (10) business days.

If the LASAN is unable for any reason to provide a timely response and requires an extension, the issue must be immediately escalated to the Executive stakeholders defined as (see Article 20 for contact information):

LASAN: Mr. Nicholas Tran

CONSULTANT: Mr. Corey Williams

## **ARTICLE 7 - TERM OF AGREEMENT AND EFFECTIVENESS**

The term of this AGREEMENT shall be for six (6) years with two (2) three-year renewal options, to be exercised at the CITY's sole discretion, from the date of full execution unless terminated as provided under Article 9 or extended by amendment to this AGREEMENT and signed by the parties. In addition to the two (2) three-year renewal options, the CITY may elect to extend this AGREEMENT on a month-to-month basis for a maximum of six (6) months, during which period the CITY and the CONSULTANT shall continue performance under the terms of this AGREEMENT. The CITY may elect to extend this AGREEMENT on a month-to-month basis prior to the end of either the initial six (6) year term if the CITY elects not to renew the AGREEMENT, or the end of the ninth (9th) year term, or the end of the twelfth (12th) year term if the CITY elected to renew the AGREEMENT, by providing the CONSULTANT written notice at least 90 calendar days prior to expiration of the AGREEMENT. During the period of extension, the CITY shall increase the expenditure amount for services performed by the CONSULTANT by a maximum of three (3) percent of the total CONTRACT cost. During such period of the month-to-month operation, if either party decides to terminate the relationship, the CONSULTANT shall be obligated to continue performance for at least sixty (60) calendar days after written notice from the terminating party.

The date of full execution is deemed to be the date when all the following events have occurred:

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

## **ARTICLE 8 – SUSPENSION**

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

## **ARTICLE 9 – TERMINATION**

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

The CITY may terminate this CONTRACT for the CITY'S convenience at any time by providing the CONSULTANT thirty (30) calendar days written notice. Upon receipt of the notice of termination, the CONSULTANT shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. The CITY shall pay the CONSULTANT its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the CONSULTANT to effect the termination. Thereafter, the CONSULTANT shall have no further claims against the CITY under this CONTRACT. All finished and unfinished documents and materials procured for or produced under this CONTRACT, including all intellectual property rights the CITY is entitled to, shall become CITY property upon the date of the termination. The CONSULTANT agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

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

1. Except as provided in Article 21, if the CONSULTANT fails to perform any of the provisions of this CONTRACT or so fails to make progress as to endanger timely performance of this CONTRACT, the CITY may give the CONSULTANT written notice of the default. The 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 the CITY. Additionally, the CITY'S default notice may offer the CONSULTANT an opportunity to provide the CITY with a plan to cure the default, which shall be submitted to the CITY within the time period allowed by the CITY. At the CITY'S sole discretion, the CITY may accept or reject the CONSULTANT'S plan. If the default cannot be cured or if the CONSULTANT fails to cure within the period allowed by the CITY, then the CITY may terminate this CONTRACT due to the CONSULTANT'S breach of this CONTRACT.
2. If the default under this CONTRACT is due to the CONSULTANT'S failure to maintain the insurance required under this CONTRACT, the CONSULTANT shall immediately: (1) suspend the performance of any services under this CONTRACT for which the insurance was required; and (2) notify its employees and SUBCONSULTANTS of the loss of insurance coverage and the CONSULTANT'S obligation to suspend performance of services. The CONSULTANT shall not recommence performance until the CONSULTANT is fully insured and in compliance with the CITY'S requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against the CONSULTANT, or if the CONSULTANT makes an assignment for the benefit of creditors, then the CITY may immediately terminate this CONTRACT.
4. If the CONSULTANT engages in any dishonest conduct related to the performance or administration of this CONTRACT or violates the CITY'S laws, regulations, or policies relating to lobbying, then the CITY may immediately terminate this CONTRACT.



5. Acts of Moral Turpitude

- a) The CONSULTANT shall immediately notify the CITY if the CONSULTANT 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 the CONSULTANT 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, the CITY may immediately terminate this CONTRACT.
  - c) If the CONSULTANT or a Key Person is charged with or indicted for an Act of Moral Turpitude, the CITY may terminate this CONTRACT after providing the CONSULTANT an opportunity to present evidence of the CONSULTANT'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 the CONSULTANT.
6. In the event the CITY terminates this CONTRACT as provided in this section, the CITY may procure, upon such terms and in the manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and the CONSULTANT shall be liable to the 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 the CONSULTANT 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 the 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, the CONSULTANT shall immediately notify all employees and SUBCONSULTANTS and shall notify in writing all other parties contracted with under the terms of this CONTRACT within five (5) working days of the termination.

## **ARTICLE 10 - SUBCONTRACT APPROVAL**

All subcontracts that are one half of one percent (0.5%) of the total contract amount or \$10,000, whichever is greater, shall require the prior written approval of the CITY. A copy of all subcontracts shall be submitted to the CITY PROJECT MANAGER showing the SUBCONSULTANT'S name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONSULTANT shall not be considered SUBCONSULTANTS. The CONSULTANT shall not substitute the SUBCONSULTANTS listed in this AGREEMENT without the prior written approval of the CITY. The CONSULTANT shall not add SUBCONSULTANTS to assist in the performance of this AGREEMENT without the prior written approval of the CITY. If the CITY permits the use of SUBCONSULTANTS, the CONSULTANT shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve the CONSULTANT'S SUBCONSULTANTS, and the CITY reserves the right to request replacement of SUBCONSULTANTS. The CITY does not have any obligation to pay the CONSULTANT'S SUBCONSULTANTS, and nothing herein creates any privity of contract between the CITY and the SUBCONSULTANTS.

## **ARTICLE 11 - COMPENSATION, INVOICING, AND PAYMENT**

Compensation for services provided under this AGREEMENT shall be awarded on a Lump Sum basis. For the Lump Sum basis, compensation is defined solely as the Lump Sum.

### **11.1 Definition**

- 11.1.1 "Project Services Cost Estimate", Exhibit C, attached hereto and incorporated herein by this reference, shall be the format used for the estimated total cost by task for each Project Task Order. For all Project Task Orders, the Project Services Cost Estimate shall set forth the total PROJECT cost and the appropriate payment milestones.

### **11.2 Compensation**

The CONSULTANT agrees to perform the work specified in Article 4.4, and the CITY shall compensate the CONSULTANT on a Lump Sum basis.

The total cost ceiling shall be stated in the Project Task Order. The total cost ceiling for the six (6)-year AGREEMENT including two (2) three-year renewal options and additional as-needed services itemized in Articles 4.4.2 through 4.4.6 is \$13,024,230.

### 11.3 Invoicing and Payment

- 11.3.1 For Task Orders specifying a Cost Reimbursement Plus Profit method of payment, the CONSULTANT shall, once each month, submit to the CITY an original and three (3) copies of an invoice in a format acceptable to the CITY which will include all costs and a proportionate amount of profit due to the CONSULTANT for services provided during the preceding month. Payments shall be made upon the submission of a complete and accurate invoice and supporting documentation. The CITY shall review the CONSULTANT'S invoice in accordance with the CITY'S review procedures. The CITY shall make a good faith effort to process payments in 60 calendar days.
- 11.3.2 Invoices shall be prepared in such form and supported by such copies of invoices, payrolls, time sheets, and other documents of proof as may be reasonably required by the CITY to establish the amount of such invoices as allowable expenses. All invoices shall be subject to audit. If applicable, a Subcontractor Utilization attachment, Exhibit T, shall also be submitted as part of the monthly invoice, listing current MBE/WBE/SBE/EBE/DVBE/OBE amounts. The CONSULTANT must provide an explanation for any item that falls short of the planned utilization with specific plans and recommendations for recovering any shortfalls in utilization. If subcontractors are utilized, no such invoices shall be paid without the Subcontractor Utilization Invoice Attachment. All invoices shall be subject to audit for a period of four (4) years from the termination of this AGREEMENT.
- 11.3.3 The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the Project Services Cost Estimate set forth. The CONSULTANT shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the Project Services Cost Estimate unless and until the CITY shall have notified the CONSULTANT in writing that such Project Services Cost Estimate has been increased and shall have specified in such notice an estimated revised Project Services Cost Estimate, which shall thereupon constitute the cost performance of this AGREEMENT. In the absence of the specified notice, the CITY shall not be obligated to reimburse the CONSULTANT for any costs in excess of the Project Services Cost Estimate set forth, whether those costs were incurred during the course of this AGREEMENT or as a result of termination.
- 11.3.4 When and to the extent that the Project Services Cost Estimate has been increased, any costs incurred by the CONSULTANT in excess of the original Project Services Cost Estimate for any Project Task Order, prior to such increase, shall be allowable to the same extent as if such costs had been incurred after the increase provided the CITY authorized the work performed which exceeds the original cost estimates.
- 11.3.5 The CITY shall not pay for the CONSULTANT's nor SUBCONSULTANT's personnel for invoice preparation. The CITY shall not pay for the CONSULTANT's nor SUBCONSULTANT's communication expenses and computer time charges.

- 11.3.6 Payment for annual software maintenance for SOFTWARE PRODUCTS will be made to the CONSULTANT at 80 percent of the contractual AGREEMENT. The remaining 20 percent held back from the annual support payment of all SOFTWARE PRODUCTS will be determined by the CITY from the results from evaluations of the PERFORMANCE EVALUATION COMMITTEE which has designated executive representatives from the CITY and CONSULTANT.

For each SOFTWARE PRODUCT, the CONSULTANT will provide monthly timesheets for each CONSULTANT employee which will show groups of items that were worked for a respective SOFTWARE PRODUCT. Under standard software maintenance and support, items addressed under support shall be prioritized at a high level for each SOFTWARE PRODUCT as "break/fix" (software that does not work or does not function properly), upgrades for keeping aligned with current technology, and research and development.

For standard software maintenance and support, the CONSULTANT shall address items for the respective SOFTWARE PRODUCT in the order of priority below unless directed otherwise by the CITY:

1. The CONSULTANT shall address brake/fix issues until the CITY deems brake/fix issues are addressed satisfactorily.
2. The CONSULTANT shall address upgrades for the respective SOFTWARE PRODUCT until the CITY deems the upgrades for the respective SOFTWARE PRODUCT are addressed satisfactorily.
3. The CONSULTANT can work on tasks for research and/or development for the respective SOFTWARE at the CITY's request.

The PERFORMANCE EVALUATION COMMITTEE and/or the STEERING COMMITTEE, if formed at a later date, will have quarterly meetings unless an alternate frequency is agreed mutually by the CITY and CONSULTANT. Each year, two (2) of the performance meetings will be at CITY locations. One (1) of the performance meetings at a CITY location will be billable with expenses by the CONSULTANT to the CITY. The second performance meeting at a CITY location will not be billable with expenses by the CONSULTANT to the CITY. Two (2) of the remaining performance meetings will be held via teleconference.

In the performance meetings, the CITY can present issues related to quality and timeliness in the current year (i.e., current issues) and/or any other relevant significant or escalated issue(s) for each SOFTWARE PRODUCT. The CITY shall provide a summary of issues to the CONSULTANT a minimum of two (2) weeks prior to the meeting to allow for the CONSULTANT to prepare a response. Prior to any escalation, all issues must be attempted to be resolved by the CITY and CONSULTANT as soon as possible and as they arise. A correction plan for any agreed major issues for each SOFTWARE PRODUCT will be put in place and signed by the PERFORMANCE EVALUATION COMMITTEE'S executive representatives of both the CITY and CONSULTANT in attendance of the performance meeting.

Payment of the remaining 20 percent is contingent on the CONSULTANT'S adherence to the agreed plan.

The final evaluation meeting will be held at least once per year and will include a review by the PERFORMANCE EVALUATION COMMITTEE of the CONSULTANT'S progress to the agreed mid-year correction plan for each SOFTWARE PRODUCT. The PERFORMANCE EVALUATION COMMITTEE will review what has been done and determine if significant compliance has been made according to the agreed mid-year correction plan to pay the full 20 percent held back from the annual software maintenance for SOFTWARE PRODUCTS. If the mid-year correction plan was not sufficiently met, the full 20 percent for annual software maintenance for SOFTWARE PRODUCTS will remain withheld and will not be paid. At its sole discretion, LASAN will have the option to make a partial payment of the 20 percent for annual software maintenance for SOFTWARE PRODUCTS if the CONSULTANT makes good faith efforts and/or partial compliance to the mid-year correction plan.

#### 11.3.7 Financial Liability Clause

Notwithstanding any other provision of this CONTRACT, including any exhibits or attachments incorporated therein, and in order for the CITY to comply with its governing legal requirements, the CITY shall have no obligation to make any payments to the CONSULTANT unless the 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. The CONSULTANT agrees that any services provided by the CONSULTANT, purchases made by the CONSULTANT or expenses incurred by the CONSULTANT in excess of the appropriation(s) shall be free and without charge to the CITY and the CITY shall have no obligation to pay for the services, purchases, or expenses. The CONSULTANT shall have no obligation to provide any services, provide any equipment, or incur any expenses in excess of the appropriated amount(s) until the CITY appropriates additional funds for this CONTRACT.

#### 11.3.8 The CONSULTANT shall submit to the CITY, upon the satisfactory completion of each task and/or milestone, an original and three (3) copies of an invoice in a format acceptable to the CITY. The CITY shall review the CONSULTANT'S invoice and notify the CONSULTANT of exceptions of disputed items and their dollar amount. The total invoice amount, less any exceptions or disputed items shall be considered approved by the CITY. The CITY will make a good faith effort to pay all amounts approved for payment within 60 calendar days after the PROJECT MANAGER receives the CONSULTANT'S invoice.

#### 11.3.9 Performance Metrics will be included in every Project Task Order produced under this CONTRACT for all SOFTWARE PRODUCTS. At a minimum, each Project Task Order will contain a ten percent (10%) holdback that can only be achieved through delivery according to successful completion of the defined task-based metrics (e.g., schedule, quality, etc.) as identified in the Project Task Order.

#### 11.4 False Claims Act

The CONSULTANT acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the California False Claims Act ( Cal. Gov. Code 12650 et seq.), including treble damages, costs of legal actions to recover payments and civil penalties of up to \$10,000 per false claim.

### **ARTICLE 12 - AMENDMENTS**

All amendments, changes, or modifications to this CONTRACT shall be in writing and signed and approved pursuant to the provisions of Article 7.

### **ARTICLE 13 - INDEMNIFICATION AND INSURANCE**

#### 13.1 Indemnification

Except for the active negligence or willful misconduct of the CITY, or any of its boards, officers, agents, employees, assigns, and successors in interest, the CONSULTANT 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 the 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 the CONSULTANT'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 the CONSULTANT, SUBCONSULTANTS, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the 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.

#### 13.2 Insurance

During the term of this CONTRACT and without limiting the CONSULTANT'S obligation to indemnify, hold harmless and defend the CITY, the CONSULTANT shall provide and maintain at its own expense a program of insurance having the coverage 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 (Form General 146 in Exhibit E hereto). The insurance must: (1) conform to the CITY'S requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit E hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. The CONSULTANT shall comply with all Insurance Contractual Requirements shown on Exhibit E hereto. Exhibit E is hereby incorporated by reference and made a part of this CONTRACT.

### 13.3 Bonds

All bonds required by the 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.

## **ARTICLE 14 – INDEPENDENT CONSULTANTS**

The CONSULTANT is an independent contractor and not an agent or employee of the CITY. The CONSULTANT 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 the CITY.

## **ARTICLE 15 - WARRANTY AND RESPONSIBILITY OF CONSULTANT**

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

15.1.1 The following table describes the expected service levels for SOFTWARE PRODUCTS.

<b>Severity</b>	<b>Severity Description</b>	<b>CONSULTANT Response Time</b>
Blocker	Complete loss of services; application unusable or inaccessible.	Immediate
Critical	Severely impacted use of application with no reasonable workaround.	1 City Business Hour
High Impact	Moderately impacted use of application with reasonable workaround.	4 City Business Hours
Medium / Low / No Impact	Component is not working as intended, but not keeping user from doing their job.	1 City Business Day
Question	System configuration questions for additional features or new installation.	3 City Business Days
Enhancement	Enhancement requests or documentation errors.	3 City Business Days

Where:

The "City Business Hour" is between the hours of 6:00 a.m. to 6:00 p.m. Pacific Time during a City Business Day.

The "City Business Day" is Monday through Friday not including CITY observed holidays.



- 15.2 The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the CONSULTANT under this AGREEMENT. The CONSULTANT shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.
- 15.3 The CONSULTANT shall exhibit proper professional judgment in the use of information furnished by the CITY in Article 6. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, the CONSULTANT will notify the CITY in a reasonable manner within three (3) business days after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this AGREEMENT, as well as recommendations for the correction of such incorrect or misleading information.
- 15.4 The CONSULTANT shall perform such professional services as may be necessary to accomplish the work required to be performed under this AGREEMENT in accordance with this AGREEMENT.
- 15.5 Except as specified in Article 13 and as otherwise provided in this AGREEMENT, the CONSULTANT shall be and shall remain liable, in accordance with applicable law, for all damages to the CITY caused by the CONSULTANT'S negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions, or other deficiencies to the extent attributable to the CITY, CITY furnished data, or any third party (excepting any CONSULTANT or SUBCONSULTANT of any tier).

## **ARTICLE 16 - INTELLECTUAL PROPERTY INDEMNIFICATION**

The CONSULTANT, at its own expense, undertakes and agrees to 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 the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever 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 right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the CONSULTANT, or its SUBCONSULTANTS, in performing the work under this CONTRACT; or (2) as a result of the CITY'S actual or intended use of any Work Product (as defined in Article 18) furnished by the CONSULTANT, or its SUBCONSULTANTS, under this AGREEMENT.

The rights and remedies of the 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.



## **ARTICLE 17 - INTELLECTUAL PROPERTY WARRANTY**

The CONSULTANT represents and warrants that its performance of all obligations under this CONTRACT do not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity, and proprietary information.

## **ARTICLE 18 – 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 the CONSULTANT or its SUBCONSULTANTS under this CONTRACT (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of the CITY for its use in any manner the CITY deems appropriate. The CONSULTANT hereby assigns to the 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. The CONSULTANT further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

The CONSULTANT agrees that a monetary remedy for breach of this CONTRACT may be inadequate, impracticable, or difficult to prove and that a breach may cause the CITY irreparable harm. The 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 the CITY from seeking or obtaining any other relief to which the CITY may be entitled.

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

The CONSULTANT shall not provide or disclose any Work Product to any third party without prior written consent of the CITY.

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

## **ARTICLE 19 – SUCCESSORS AND ASSIGNS**

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT as required under Article 28.

## **ARTICLE 20 - CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

All notices shall be made in writing and may be given by personal delivery, regular mail, facsimile transmission, or electronic mail. Notices sent by regular mail shall be registered or certified and sent to the designated contact person for each party and addressed as follows:

### To the CITY:

Contact Person: Nicolas Tran  
Address: 1149 S. Broadway Street, 9th Floor  
Los Angeles, CA 90015  
P: 213-485-2281  
C: 213-448-9007  
nicolas.tran@lacity.org

### To the CONSULTANT:

Contact Person: Corey T. Williams, IPS  
Address: 12022 Blue Valley Parkway, Ste. 202  
Overland Park, KS 66210  
P: 913-661-0539  
C: 913-233-6757  
cwilliams@ipsdelivers.com

## **ARTICLE 21 - 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 SUBCONSULTANTS), 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 SUBCONSULTANT of the CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the CONSULTANT and SUBCONSULTANT, and without any fault or negligence of either of them. In such case, the CONSULTANT shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the SUBCONSULTANT were obtainable from other sources in sufficient time to permit the CONSULTANT to perform

timely. As used in this CONTRACT, the term "SUBCONSULTANT" means a SUBCONSULTANT at any tier.

In the event the CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, the CONSULTANT 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.

## **ARTICLE 22 - SEVERABILITY**

Should any portion of this AGREEMENT be determined to be void or unenforceable, such shall be severed from the whole and this AGREEMENT will continue as modified.

## **ARTICLE 23 - DISPUTES**

Should a dispute or controversy arise concerning provisions of this AGREEMENT or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

## **ARTICLE 24 - ENTIRE AGREEMENT**

This AGREEMENT contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

## **ARTICLE 25 - 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 the 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. The CONSULTANT 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 the CONSULTANT.

In any action arising out of this CONTRACT, the CONSULTANT 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.

## **ARTICLE 26 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

For the duration of this CONTRACT, the CONSULTANT shall maintain valid Business Tax Registration Certificate(s) as required by the 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.

Should any such certificate(s) become suspended or revoked, it is the CONSULTANT'S responsibility to report the matter immediately to the PROJECT MANAGER.

## **ARTICLE 27 – WAIVER**

A waiver of a default of any part, term, or provision of this AGREEMENT 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.

## **ARTICLE 28– PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

The CONSULTANT may not, unless it has first obtained the written permission of the CITY:

- a) Assign or otherwise alienate any of its rights hereunder this AGREEMENT, including the right to payment; or
- b) Delegate, subcontract, or otherwise transfer any of its duties hereunder.

## **ARTICLE 29 – PERMITS**

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

## **ARTICLE 30 –BEST TERMS**

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

### **ARTICLE 31 - CLAIMS FOR LABOR AND MATERIALS**

The CONSULTANT 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 the CONSULTANT 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.

### **ARTICLE 32 – BREACH**

Except for Force Majeure, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

### **ARTICLE 33 - 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. The CONSULTANT 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 the CITY. In performing this CONTRACT, the CONSULTANT 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 the CONSULTANT for work to be performed under this CONTRACT must include an identical provision.

#### **ARTICLE 34 – CHILD SUPPORT ASSIGNMENT ORDERS**

The CONSULTANT 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, the CONSULTANT shall fully comply with all applicable State and Federal employment reporting requirements. Failure of the CONSULTANT 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 the CONSULTANT to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONSULTANT under this CONTRACT. Failure of the CONSULTANT 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 the CONSULTANT for work to be performed under this CONTRACT must include an identical provision.

#### **ARTICLE 35 – LIVING WAGE ORDINANCE**

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

#### **ARTICLE 36 – WORKER RETENTION ORDINANCE**

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

#### **ARTICLE 37 – ACCESS AND ACCOMMODATIONS**

The CONSULTANT represents and certifies that:

- A. The CONSULTANT 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. The CONSULTANT 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. The CONSULTANT 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.

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

#### **ARTICLE 38 – CONTRACTOR RESPONSIBILITY ORDINANCE**

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

#### **ARTICLE 39 – SLAVERY DISCLOSURE ORDINANCE**

The CONSULTANT shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by the CONSULTANT for work to be performed under this CONTRACT must include an identical provision. Exhibit F is attached hereto and incorporated herein by this reference.

#### **ARTICLE 40 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE**

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

#### **ARTICLE 41 – MUNICIPAL LOBBYING ORDINANCE**

The CONSULTANT for the CITY shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONSULTANT acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, Exhibit M, if the CONSULTANT qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.



## **ARTICLE 42- FIRST SOURCE HIRING ORDINANCE**

The CONSULTANT 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 the CONSULTANT for work to be performed under this CONTRACT must include an identical provision.

## **ARTICLE 43- 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, the CONSULTANT, CONSULTANT'S principals, and CONSULTANT'S SUBCONSULTANTS expected to receive at least \$100,000 for performance under this CONTRACT, and the principals of those SUBCONSULTANTS (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the 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 CONSULTANT 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 CONSULTANT subject to Charter Section 470(c)(12) shall include the following notice in any contract with any SUBCONSULTANT 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 SUBCONSULTANT 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 CONSULTANT 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."

## **ARTICLE 44 - IRAN CONTRACTING ACT**

In accordance with California Public Contract Code Sections 2200-2208, all CONSULTANTS entering into, or renewing contracts with the 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."

#### **ARTICLE 45 - 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 Article 12 hereof.

#### **ARTICLE 46 – DATA PROTECTION**

- A. The CONSULTANT 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"). The CONSULTANT shall notify the CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of the CONSULTANT'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. The CONSULTANT shall begin remediation immediately. The CONSULTANT shall provide daily updates, or more frequently if required by the CITY, regarding findings and actions performed by the CONSULTANT until the Data Breach or Security Incident has been effectively resolved to the CITY'S satisfaction. The CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the CITY. At the CITY'S sole discretion, the CITY and its authorized agents shall have the right to lead or participate in the investigation. The CONSULTANT shall cooperate fully with the CITY, its agents, and law enforcement.
- B. If the CITY is subject to liability for any Data Breach or Security Incident, then the CONSULTANT shall fully indemnify and hold harmless the CITY and defend against any resulting actions.

#### **ARTICLE 47 – LOCAL BUSINESS PREFERENCE ORDINANCE**

The CONSULTANT 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 the CONSULTANT for work to be performed under this CONTRACT must include an identical provision.

#### **ARTICLE 48 – CONSULTANT'S USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

The CONSULTANT 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 the CONSULTANT for work to be performed under this CONTRACT must include an identical provision.

#### **ARTICLE 49 – CONFIDENTIALITY**

All documents, information, and materials provided to the CONSULTANT by the CITY or developed by the CONSULTANT pursuant to this CONTRACT (collectively "Confidential Information") are confidential. The CONSULTANT 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 the CITY or as required by law. The CONSULTANT shall immediately notify the 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.

#### **ARTICLE 50 – DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

The CONSULTANT shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' The CITY may terminate this CONTRACT at any time if the CITY determines that the CONSULTANT 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.

#### **ARTICLE 51 – COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS**

The CONSULTANT 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. The CONSULTANT 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, CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

#### **ARTICLE 52 – 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, the CONSULTANT 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 the CITY. The CONSULTANT is required to have all employees, volunteers, and SUBCONSULTANTS (including all employees and volunteers of any SUBCONSULTANT) of the CONSULTANT working on the premises to pass a fingerprint and background check through the California Department of Justice at the CONSULTANT'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.

### **ARTICLE 53 – POSSESSORY INTERESTS TAX**

Rights granted to the CONSULTANT by the CITY may create a possessory interest. The CONSULTANT 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, the CONSULTANT shall pay the property tax. The CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

**CITY OF LOS ANGELES**

By: \_\_\_\_\_  
Title: Commissioner, Board of Public Works  
Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: Commissioner, Board of Public Works  
Date: \_\_\_\_\_

**INFLECTION POINT SOLUTIONS**

By: \_\_\_\_\_  
Corey T. Williams  
Title: Vice President  
Date: \_\_\_\_\_

**APPROVED AS TO FORM**

**MICHAEL N. FEUER, City Attorney**

By: \_\_\_\_\_  
Adena Hopenstand  
Title: Deputy City Attorney  
Date: \_\_\_\_\_

**ATTEST:**

**HOLLY WOLCOTT, City Clerk**

By: \_\_\_\_\_  
Title: Deputy City Clerk  
Date: \_\_\_\_\_