

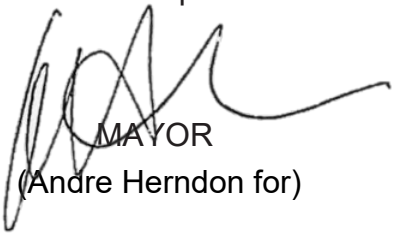
0150-12167-0000

**TRANSMITTAL**

TO The Council	DATE 08/29/2022	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT ALL	

**19 Proposed Personal Services Contracts with 11 Vendors for  
Case Management/Customer Relations Management,  
Data Science and Analytics, Drupal, and Graphics and Media Services.**

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



MAYOR  
(Andre Herndon for)

MWS:MGR:11230021c

CAO 649-d

**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: 8/19/22	C.D. No. All	CAO File No.: 0150-12167-0000				
Contracting Department/Bureau: Information Technology Agency (ITA)		Contact: Tita Zara 213-978-3346					
Reference: Transmittal from ITA dated August 10, 2022; referred for report on August 10, 2022							
Purpose of Contract: To provide Case Management/Customer Relations Management, Data Science and Analytics, Drupal, and Graphics and Media services							
Type of Contract: ( X ) New contract ( ) Amendment		Contract Term Dates: Three years effective upon contract attestation with two additional one-year options to extend.					
Contract/Amendment Amount: \$ 95,000,000 (\$5 million per contract for 19 contracts) Proposed amount \$ 95,000,000 + Prior award(s) \$ 0 = Total \$ 95,000,000							
Source of funds: General Fund within the ITA Contractual Services Account and various City department funds							
Name and Address of Contract / Percentage of Workforce that Resides in the City: <ul style="list-style-type: none"> <li>Accenture – Unit 1, Grand Canal Square, Grand Canal Quay, Grand Canal Dock, Dublin 2, Ireland; &lt;1.00%</li> <li>Cask NX LLC – 8910 University Center Lane, Suite 400, San Diego, CA 92122; &lt;1.00%</li> <li>Deloitte Consulting LLP – 30 Rockefeller Plaza, 41<sup>st</sup> Floor, New York, NY 10112; 1.32%</li> <li>IBM Corp. – 1 New Orchard Road, Armonk, NY 10504; &lt;1.00%</li> <li>MTX Group Inc. – 6303 Cowboys Way, Suite 400, Frisco, TX 75034; 1.00%</li> <li>Slalom LLC – 821 2<sup>nd</sup> Ave, Suite 1900, Seattle, WA 98014; &lt;1.00%</li> <li>Spruce Technology Inc. – 1149 Bloomfield Ave, Suite G, Clifton, NJ 07012; &lt;1.00%</li> <li>Talent and Acquisition LLC dba Stand8 – 100 W Broadway, Suite 650, Long Beach, CA 90802; 25.00%</li> <li>The Glue – 1330 Factory Place, Suite 215, Los Angeles, CA 90013; 87.50%</li> <li>Thirdera LLC – 215 Depot Court SE, 2<sup>nd</sup> Floor, Leesburg, VA 20175; 1.00%</li> <li>Trinus Corp. – 225 S. Lake Ave, Suite 300, Pasadena, CA 91101; 50.00%</li> </ul>							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program			X
2. Appropriated funds are available		X		9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: See comments above				14. CA Iran Contracting Act of 2010	X		

**RECOMMENDATION**

That the Council authorize the General Manager of the Information Technology Agency, or designee, to execute 19 personal services contracts with the 11 vendors listed in the following table to provide Case Management/Customer Relations Management (CM/CRM), Data Science and Analytics, Drupal, and Graphics and Media services on an as-needed basis, with contract terms of three years with two one-year options to extend, and contract compensation of \$5 million per contract, for expenditures not to exceed \$95 million for all 19 contracts, subject to final submissions of the Risk Manager's insurance requirements and the approval of the City Attorney.

<b>Maria Ramos</b>			 Assistant City Administrative Officer
MGR	Analyst	11230021	

	Vendor	Service Area(s)
1	Accenture	CM/CRM and Data Science and Analytics
2	Cask NX LLC	CM/CRM
3	Deloitte Consulting LLP	CM/CRM, Data Science and Analytics, Drupal, and Graphics and Media
4	IBM Corp.	CM/CRM and Graphics and Media
5	MTX Group Inc.	CM/CRM
6	Slalom LLC	CM/CRM and Drupal
7	Spruce Technology Inc.	CM/CRM and Graphics and Media
8	Talent and Acquisition LLS dba Stand8	Data Science and Analytics
9	The Glue	Drupal and Graphics and Media
10	Thirdera LLC	CM/CRM
11	Trinus Corp	Drupal

## FINDINGS

The Information Technology Agency (ITA) requests approval to execute 19 personal services bench contracts with the 11 vendors listed in the above table to provide Case Management/Customer Relations Management (CM/CRM), Data Science and Analytics, Drupal, and Graphics and Media services for short-term, as-needed projects. Each contract will be for a term of three years with two one-year extensions for a total potential term of five years. Contract compensation is not to exceed \$5 million per contract, for a total compensation not to exceed \$95 million for all 19 contracts. The services under the proposed contracts include:

- CM/CRM – Performing business and systems analysis; design, development, and implementation of the selected platforms; developing new applications using the selected platforms; migrating data from existing CM/CRM systems (cloud or on-premises) and from other City software solutions to the cloud selected platforms; integrating CM/CRM systems with the selected platforms; modifying and enhancing existing applications of the selected platforms, as well as troubleshooting and fixing the custom code; providing ongoing maintenance and support for the City's CM/CRM systems; and providing training and documentation on cloud CM/CRM systems/platforms;
- Data Science and Analytics – Designing, developing, enhancing, implementing, integrating, and supporting the data lake, data warehouse, data catalog, data dictionary, integrations, and analytics on Google Cloud Platform;
- Drupal – Developing custom modules, incorporating contributed modules and dynamic functionalities, modifying the Drupal theme layer, creating websites, assisting with database installation, configuration, and migration, and fine-tuning the Database Management System (DBMS); and,
- Graphics and Media – brand identity, infographics, creating mock-ups, wireframes, and storyboards for websites and applications, user experience and user interface design, environmental designs for wayfinding and exhibits, and producing reports and presentations.

Consistent with the recommendations adopted by the Document Management Steering Committee and Council, ITA works with other departments to implement technology following common infrastructure and design model standards for City software projects (C.F. 21-1255). To assist in this effort, ITA is

seeking to create bench contracts in service areas from which City departments may solicit proposals from qualified vendors for short-term, as-needed projects through Task Order Solicitations (TOS).

On January 13, 2022, ITA posted a Request for Qualifications (RFQ) soliciting interest in providing professional services in four Areas of Qualification (AOQ): CM/CRM, Data Science and Analytics, Drupal, and Graphics and Media services. ITA has historically maintained as-needed contracts for these types of services to allow City departments the ability to utilize these short-term services without conducting their own individual Request for Proposals processes.

Of the 16 proposals that were received by the February 24, 2022 deadline, 13 were for the CM/CRM AOQ, 11 were for the Data Science and Analytics AOQ, six were for the Drupal AOQ, and five were for the Graphics and Media AOQ. A committee of three ITA representatives with expertise in the relevant AOQ reviewed the responses and rated them based on the following criteria specified in the RFQ:

- Company experience;
- Company structure and staff experience and qualifications;
- Company reputation and references; and,
- Fee and rate structure.

All proposals that received a score of 70 or greater were selected. ITA notified all proposers of the evaluation and selection results by July 5, 2022. One vendor withdrew their proposal as they did not accept the City's Standards Provisions.

Once executed, City departments can use the contracts to select a vendor following a secondary selection process. A contractor is selected for a specific project after a department sends a secondary solicitation to all companies in an AOQ and awards the project based on the responses received. The department is then responsible for funding that work from its available budget.

In order to ensure these contracts are utilized in accordance with City policies, ITA has adopted a contracting policies and procedures manual for departments that use these contracts that requires the following:

- 1) Reporting of departmental expenditures to ITA to support ITA's efforts to limit spending to authorized levels;
- 2) Departments to demonstrate that they have the budgetary authority to use the contracts;
- 3) Services to be limited to a period no longer than 12 months; and,
- 4) Departments to undergo a secondary solicitation process that includes all companies in the AOQ.

Additionally, the contracts state that projects awarded must be short-term in nature and the contractor must report projects and expenditures to ITA.

As projects under these contracts can only be pursued if funding has been authorized for these services, funding for these contracts is unknown at this time. Funding could be provided by a variety of sources and City departments. Pursuant to Section 1 of the proposed contracts, these contracts are subject to termination by the City if funds are not appropriated for the services provided under these contracts in the ensuing fiscal year beginning July 1. Additionally, pursuant to Section 2 of the proposed

contracts, these Contracts do not guarantee that the contractors' services will be utilized or that any minimum amount of services will be awarded.

As of August 18, 2022, Accenture and MTX Group, Inc. are in the process of uploading their insurance Accords to KwikComply.org. Contracts with these vendors will not be executed before their compliance with insurance requirements is verified. All remaining applicable City contracting requirements have been submitted by all the contractors. In accordance with Charter Section 1022, this Office determined that it is more feasible to contract for this work, as there is insufficient existing City staff to perform the work and additional staff cannot be employed and trained in a timely manner to meet the department's needs. Additionally, the work is intermittent and short term in nature. After consultation with the Office of the Chief Procurement Officer, ITA's General Manager waived the Business Inclusion Program (BIP) as the RFQ prohibits subcontractors being used to qualify for the RFQ, and the parties agreed that performing BIP outreach was more appropriate at the TOS level. Approval of these contracts comply with the City's Financial Policies as contract expenditures are subject to approval of budgeted funds. Pursuant to Los Angeles Administrative Code Section 10.5, as the proposed contracts exceed three years in term, Council approval of the proposed contracts is required.

## **FISCAL IMPACT STATEMENT**

Approval of the recommendation of this report will authorize the execution of 19 personal services contracts for as-needed information technology professional services in an amount not to exceed \$5 million per contract, for a total compensation not to exceed \$95 million. No specific projects will be initiated as a result of the approval of these contracts. Projects will only be pursued under these contracts if funding is first authorized for the department using these services. Funding could be provided by a variety of sources and City departments. The execution of these contracts does not obligate the City to utilize the contractors' services nor all the authorized contract authority.

## **FINANCIAL POLICIES STATEMENT**

Funding for the proposed contracts will be identified through City departments in need of these services. Approving the recommendation of this report complies with the City's Financial Policies as contract expenditures will be limited to the use of approved budgeted funds.

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

**JOYCE J. EDSON**  
EXECUTIVE OFFICER

**MARYAM ABBASSI**  
ASSISTANT GENERAL MANAGER

**BHAVIN PATEL**  
ASSISTANT GENERAL MANAGER

**TITA ZARA**  
ACTING ASSISTANT GENERAL MANAGER

# CITY OF LOS ANGELES

CALIFORNIA



**ERIC GARCETTI**  
MAYOR



INFORMATION TECHNOLOGY AGENCY

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

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

August 10, 2022

EXE-355-22

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

Attention: Heleen Ramirez, Legislative Coordinator

Subject: **REQUEST APPROVAL FOR NINETEEN (19) PERSONAL SERVICES BENCH CONTRACTS IN FOUR AREAS OF QUALIFICATION: CASE MANAGEMENT/CUSTOMER RELATIONSHIP MANAGEMENT (CM/CRM), DRUPAL, DATA SCIENCE AND ANALYTICS, OR GRAPHICS AND MEDIA SERVICES – INFORMATION TECHNOLOGY AGENCY**

Dear Mayor Garcetti:

Attached for your review and approval are draft personal services bench contract templates for services in four (4) Areas of Qualification (CM/CRM, Drupal, Data Science and Analytics, and Graphics and Media services) between the City of Los Angeles' Information Technology Agency (ITA) and the following vendors:

**CM/CRM**

- Accenture
- Cask NX LLC
- Deloitte Consulting LLP
- IBM Corp.
- MTX Group Inc.
- Slalom LLC
- Spruce Technology Inc.
- Thirdera LLC

**Data Science and Analytics**

- Accenture
- Deloitte Consulting LLP

- Talent and Acquisition LLC dba Stand8

**Drupal**

- Deloitte Consulting LLP
- Slalom LLC
- The Glue
- Trinus Corp.

**Graphics and Media**

- Deloitte Consulting LLP
- IBM Corp.
- Spruce Technology Inc.
- The Glue

A total of 19 contracts were awarded to 11 vendors, with some respondents qualifying in multiple Areas of Qualification (AOQ). All contracts within an AOQ contain the same contract language, with the exception of the name of the contractor, contact information, and rate sheets. The contracts will have an expenditure limit of \$5 million dollars and a term of three (3) years with two (2) one-year extensions, starting on contract attestation.

## **Background**

ITA is the lead department in developing and implementing a common infrastructure and design model for City software projects. ITA works with other departments to develop implementations consistent with these common standards and brings additional departments into the centralized infrastructure model in phases, consistent with the recommendations adopted by the Document Management Steering Committee and Council (C.F. 21-1255).

To help departments develop applications consistent with best practices and the centralized infrastructure model, ITA desires to create a series of contract “benches” in certain service areas from which departments may solicit proposals from ITA-approved vendors for short-term, as-needed projects through Task Order Solicitations (TOS).

On August 19, 2020, ITA issued and posted an initial Request for Qualifications (RFQ) to invite responses from companies interested in providing application professional services on an as-needed basis in two Areas of Qualification (AOQ): Oracle WebCenter and Siebel Services and Documentum Services. ITA selected two vendors to provide Oracle WebCenter and Siebel services and three to provide Documentum services.

On January 13, 2022, ITA posted a second RFQ to solicit vendors interested in providing professional services in four new AOQ: CM/CRM, Data Science and Analytics, Drupal, and Graphics and Media services.

A mandatory pre-proposal conference was held on January 27, 2022. Sixteen responses were received by the deadline on February 24, 2022, with 13 vendors responding to the CM/CRM AOQ, 11 to the Data Science and Analytics AOQ, six to the Drupal AOQ, and five to the Graphics and Media AOQ. All responses were evaluated by a committee of three representatives from ITA with expertise in the relevant AOQ. The responses were rated based on the following factors specified in the RFQ:

- Company Experience in Application Development, System Architecture and Infrastructure Design, Implementation, and Support
- Company Structure and Staff Experience and Qualifications
- Company Reputation and References
- Fee and Rate Structure



All responses that received a score of 70 or greater were selected.

By July 5, 2022, all respondents were notified by ITA of the evaluation and selection results. One vendor chose to withdraw their response because they chose not to accept the City's Standard Provisions.

The term of the contract will be three years with two one-year options to extend, commencing on the date attested by City Clerk with a not-to-exceed amount of \$5 million dollars. The execution of these contracts does not obligate the City to utilize all the contractors' services or all the allocated funds.

The Personnel Department has determined, in accordance with Charter 1022, that ITA does not have sufficient staff with the required expertise and skills to perform the proposed work for current and future projects, and there would not be enough work to support the hiring of full-time employees year-round because of the fluctuating and intermittent nature of the work.

After consultation with the Office of the Chief Procurement Officer, ITA's General Manager waived the Business Inclusion Program (BIP), as 1) the RFQ prohibits subcontractors being used to qualify for the RFQ, and 2) the parties agreed that performing BIP outreach was more appropriate at the TOS level.

The Equal Benefits Ordinance/First Source Hiring Ordinance and the Disclosure Ordinance affidavits for each vendor have been uploaded to labavn.org (now rampla.org) and were verified by the Bureau of Contract Administration on July 7, 2022.

The Bidder Certification CEC Form 50 and the Ethics CEC Form 55 were completed by the Contractors during the RFQ process; the CEC 55 forms were filed with the Ethics Commission on March 11, 2022.

The Contractor Responsibility Questionnaires were filed on July 26, 2022, and verified by the Authorized DAA Representative in Public Works.

All Contractors submitted signed California Iran Contracting Act of 2010 affidavits with their proposals.

The headquarters addresses, and workforce and insurance information are as follows:



VENDOR	INSURANCE INFORMATION	HEADQUARTERS ADDRESS	WORKFORCE % IN CITY
Accenture	CA# 3047831 expires 6/01/2023; General Liability and Workers' Comp missing	Unit 1, Grand Canal Square, Grand Canal Quay, Grand Canal Dock, Dublin 2, Ireland	0.28%
Cask NX LLC	CA# 3037857 expires 10/29/2022; CA# 3047803 expires 7/01/2023	8910 University Center Lane, Suite 400, San Diego, CA 92122	0.40%
Deloitte Consulting LLP	CA# 3047530 expires 6/01/2023	30 Rockefeller Plaza, 41st Floor, New York, NY 10112	1.32%
IBM Corp.	CA# 3047818 expires 5/21/2023	1 New Orchard Road, Armonk, NY 10504	0.40%
MTX Group Inc.	Pending upload to KwikComply	6303 Cowboys Way, STE 400, Frisco, Texas 75034	1%
Slalom LLC	CA# 3048092 expires 1/01/2023	821 2nd Avenue, Suite 1900, Seattle, WA 98014	0.01%
Spruce Technology Inc.	CA# 3044100 expires 5/31/2023	1149 Bloomfield Ave, Suite G, Clifton, NJ 07012	<1%
Talent and Acquisition LLC dba Stand8	CA#3046939 expires 11/04/2022	100 West Broadway, Suite 650, Long Beach, CA 90802	25%
The Glue	CA# 3046000 expires 8/01/2023; CA# 3047238 expires 8/15/2023	1330 Factory Place, Suite 215, Los Angeles, CA 90013	87.50%
Thirdera LLC	CA# 3047997 expires 10/30/2022, 5/20/2023; Workers' Comp missing	215 Depot Court SE 2nd Floor, Leesburg, VA 20175-3017	1%
Trinus Corp.	CA# 3046496 expires 1/01/2023	225 South Lake Ave., Suite 300, Pasadena, CA 91101	50%

As of August 8, 2022, Accenture, MTX Group, Inc., and Thirdera LLC were in the process of uploading their insurance Acords to KwikComply.org. Contracts for these vendors will not be executed before their compliance with insurance requirements is verified.

MTX Group Inc. and Thirdera LLC have applied for a Los Angeles Business Tax Registration Certificate (BTRC). All other vendors possess valid BTRCs.

The City Attorney has reviewed and approved the contracts as to form.

## Fiscal Impact

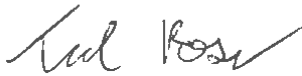
Funding for Task Order Solicitations under these contracts is subject to budget approval."

## **Recommendation**

That the Council, subject to the approval of the Mayor, authorize the General Manager of the Information Technology Agency, or his designee, to execute 19 personal services contracts to provide application professional services on an as-needed basis in the CM/CRM, Data Science and Analytics, Drupal, and Graphics and Media Areas of Qualification for a three-year period at a contract authority limit of \$5,000,000 (Five Million Dollars).

Please contact Tita Zara, Acting Assistant General Manager, at (213) 978-3346 with any questions.

Respectfully submitted,



Ted Ross  
General Manager

### **Attachments:**

- Personal Services Contract Template for CM/CRM services
- Rate Sheets for CM/CRM services
- Personal Services Contract Template for Data Science and Analytics Services
- Rate Sheets for Data Science and Analytics Services
- Personal Services Contract Template for Drupal Services
- Rate Sheets for Drupal Services
- Personal Services Contract Template for Graphics and Media Services
- Rate Sheets for Graphics and Media Services

ec: Melissa Velasco, CAO  
Maria Cecilia Ramos, CAO  
Joyce Edson, ITA  
Tita Zara, ITA  
Coco Lohr, ITA  
Marc Magallanes, ITA  
Maggie McNally, ITA

CONTRACT  
between  
CITY OF LOS ANGELES  
and

**[COMPANY NAME]**

THIS CONTRACT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation, (hereinafter referred to as "City"), acting by and through the Information Technology Agency ("ITA"), **and [Company Name], a [State]** corporation (hereinafter referred to as "Contractor," and along with the City, the "Parties").

WITNESSETH:

**WHEREAS**, the City desires to solicit the services of various contractors to assist the City with Case Management (CM)/Customer Relations Management (CRM) projects, including performing business and systems analysis; design, development, and implementation of selected CM/CRM platforms, including Microsoft Dynamics 365, Salesforce, and ServiceNow ("Selected Platforms"); developing new applications using the Selected Platforms; migrating data from existing CM/CRM systems (cloud or on-premises) and from other City software solutions to the cloud Selected Platforms; integrating CM/CRM systems with the Selected Platforms; modifying and enhancing existing applications of the Selected Platforms, as well as troubleshooting and fixing the custom code; providing ongoing maintenance and support for the City's CM/CRM systems; and providing training and documentation on cloud CM/CRM systems/platforms; and

**WHEREAS**, the Contractor is one of the vendors pre-qualified in the CM/CRM Area of Qualification by the City following a Request for Qualifications (RFQ) on January 13, 2022, for Application Professional Services under Charter Section 375; and

**WHEREAS**, the services to be performed by the Contractor are of an expert and technical nature and are temporary and occasional in character, and competitive bidding under Charter Section 371 is not practicable, advantageous, or desirable to the City; and

**WHEREAS**, the City performed a Charter Section 1022 evaluation, and it was determined that ITA does not have sufficient staff with the required expertise and skills to perform the proposed work for current and future projects, because the workload fluctuates, the work is intermittent, and there will not be enough work to hire full-time employees year round; and

**WHEREAS**, ITA has developed policies and procedures for the use of this Contract that provide ITA with the necessary tools to ensure that the work performed under this Contract on behalf of any City department is short term in nature, consistent with the terms of this Contract, and within each department's and the Contract's expenditure authority, and it is expected that any City department using this Contract will comply with the adopted policies and procedures in order to provide transparency and accountability.

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

## **1.0 TERM OF CONTRACT**

The term of this Contract shall commence on attestation, and shall terminate three years therefrom, or at such time as all funding provided herein has been expended, whichever occurs first. This Contract shall be subject to termination by the City if funds are not appropriated for the services provided under this Contract in the ensuing fiscal year commencing July 1.

The City reserves the right and option to renew this Contract for two (2) additional one-year periods, subject to the same terms and conditions and subject to the then current Standard Provisions for City Contracts, upon the written notification by the ITA General Manager or his/her designee so long as funds have been allocated for this purpose in any fiscal year.

## **2.0 COMPENSATION AND PAYMENT**

### **2.1 Total Contract Expenditure**

The City's total obligation under this Contract shall not exceed \$5,000,000.00. The Contractor further understands and agrees that execution of this Contract neither guarantees that the Contractor's services will be utilized under this Contract nor that the City will request or award any minimum amount of services from Contractor. Contractor shall not receive any payment for any services provided under this Contract unless a compensation amount is confirmed by ITA in a Notice to Proceed ("NTP") and the provision of the services to be compensated has been appropriately invoiced with documentation that has been approved by ITA.

### **2.2 Invoices**

Contractor shall submit invoices to the City as follows:

Contractor shall submit invoices, with all supporting backup documentation, to the City department issuing the NTP ("NTP Department") at the address specified in each project's NTP upon completion and acceptance of the deliverables for which payment is being requested, which shall be in accordance with any payment milestone deliverable schedule set forth in the NTP. Payment of invoices will be subject to approval by the City.

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

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

All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or contain other unique and identifying information such as name and address of Contractor. Invoices shall be submitted within 30 days of performance of services. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City Project Manager.

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

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

### **3.0 STATEMENT OF WORK, TOS, AND NTP**

The Contractor hereby agrees to participate in a Task Order Solicitation (TOS) process (detailed in Section 3.1), which the City will conduct to award projects under this Agreement on an as-needed basis. The award of a project or work order under this Contract will be initiated by a solicitation of proposals for the project under a TOS from the firms pre-qualified under the Application Professional Services Request for Qualifications in the CM/CRM service area.

If selected for a project, the Contractor shall be issued a Notice to Proceed (NTP) by the City department for whom the project is to be performed and approved in writing by ITA (detailed in Section 3.2).

The engaged services and the scope of the project defined in the NTP under this Contract are restricted CM/CRM work only, including but not limited to the following: performing business and systems analysis; design, development, and implementation of the Selected Platforms; developing new applications using the Selected Platforms; migrating data from existing CM/CRM systems (cloud or on-premises) and from other City software solutions to the cloud Selected Platforms; integrating CM/CRM systems with the Selected Platforms; modifying and enhancing existing applications of the Selected Platforms, as well as troubleshooting and fixing the custom code; providing ongoing maintenance and support for the City's CM/CRM systems; and providing training and documentation on cloud CM/CRM systems/platforms.

Contractor understands that the City may have, or subsequently enter into, other contracts with firms for identical or similar services; therefore, Contractor agrees that this Contract does not grant an exclusive right to Contractor to provide any or all of the services to be performed under this Contract.

#### **3.1 TOS Responses**

Proposals for project award will be selected based on submitted project plans, estimated cost, and assigned Contractor personnel's experience, qualifications, and skill sets.

In addition to any other requirements for proposals as set forth in any TOS project request, Contractor must provide project and implementation plans to include the following:

- Description of the proposed solution and how it will meet the requirements to satisfy the objectives;
- Detailed project tasks, subtasks, and dependencies with project milestones and deliverables, including the methodology and technology that will be utilized;
- Project costs;
- Project resources needed;
- Project schedules with start and target completion dates for each task;
- Any additional information requested in the TOS.

Contractor must also provide information for each of their assigned personnel, including:

- A description of the services they will perform;
- A brief statement of experience and background of assigned personnel, including the number of years of their experience, their title or function while gaining the experience, and the end dates of the projects cited for their experience; and
- A description of a few significant application systems they have implemented using CM/CRM.

Estimated cost shall be based on the fees and rates submitted as part of the Contractor's Response to the RFQ, included as part of this Contract as Appendix B: Rate Sheets.

### **3.2 Notice to Proceed (NTP)**

If Contractor's TOS Response is selected, the City Department that issued the TOS shall issue an NTP, which shall be approved in writing by ITA. The NTP shall provide the Statement of Work (SOW), scope of services, duration of the engagement, budget for the project, contingency amount, a cost not to exceed for the project, and a list of payment milestones and deliverables. Contractor agrees to perform the work as described in the NTP in accordance with its TOS Response and the NTP. In the event of a conflict between the provisions set forth in the TOS Response and the NTP, the NTP shall control.

Contractor shall complete the work within the not-to-exceed amount and project schedule as set forth in the NTP unless changes to the NTP are approved by the NTP Department and ITA, as provided in Section 5 below.

No work on a project is authorized until the City issues an ITA-approved NTP to the selected firm for such project.



The terms of the NTP issued under this Agreement shall be incorporated and made a part of this Contract upon approval of the NTP by authorized signatories of ITA, the NTP Department, and Contractor. In the event of any conflict between the terms of any NTP and this Agreement, the terms of this Agreement shall control.

### **3.3 Data and Communication**

Subsequent to the issuance of an NTP and upon project commencement, Contractor must provide, at a minimum, biweekly project status reports to the NTP Department, with a copy to ITA.

Contractor shall schedule regular project update status meetings when appropriate.

### **3.4 Deliverables**

Contractor must provide to the City the following items and services over the course of the project, and compile and submit them to the City at project completion:

- Solution Requirements Specification Document:
  - Project goals and objectives
  - Project scope
  - Requirements Traceability Plan: Document that links requirements throughout the validation process to ensure that all requirements defined for a system are tested
- Solution Design Specification Document:
  - Wireframes and/or prototype
  - Functional design specification
  - Interface specifications and design document
- Source Code (if created):
  - Delivery into City's source code Git-technology-based repository
  - Application source code
  - Scripts
  - APIs
- Test Strategy and Test Plan:
  - Master Test Strategy: High-level document that defines the testing approach
  - Detailed Testing Plan: Unit, integration, regression, system, performance, functional, end-to-end, etc.
  - Test scenarios, test cases, and test scripts
- User Acceptance Test (UAT):
  - Documented test results

- Documented evidence of successful end-user testing
  - User sign off
- Implementation and Installation Procedures:
  - Data conversion plan
  - Implementation plan
  - Deployment plan
- Database Documentation:
  - Database design
  - Data dictionary
- Documentation
  - Technical:
    - Documentation with instructions on how to deploy custom-built applications
    - Documentation on post-implementation support, including network diagram, detailed database design, system environment design, installation guide, system configuration guide, standard operating procedures manual, troubleshooting guide, etc.
  - Functional:
    - End-user guides and manuals
- Training (formats may include, but are not limited to, onsite, classroom, live-online, online video, or self-paced for an individual or a group):
  - Technical:
    - Provide written training materials
    - Deliver knowledge transfer and training to City technical staff on the implementation of the software system installation, system upgrade, system configuration, system performance tuning, system integration, and data migration
    - Work with City staff to train them to support and maintain developed work, including a training course specific to the application development, as needed
  - End-User:
    - Deliver written training manual
    - Provide application training to end-users
    - Provide train-the-trainer services specific to the developed application
    - Provide educational materials, including help text, contextual help, and video guides
  - System Walkthrough.

Contractor's deliverables must meet the following requirements before the work under the applicable NTP can be determined satisfactorily completed:

- System requirements and operations met, as documented by UATs, security reviews, and audits;
- Environment built with acceptable levels of system performance, system benchmark, security, reliability, and scalability;
- Compatibility with other existing applications running on the City server;
- Development of unit tests and UAT scripts;
- Review and validation of tests (i.e., unit, functional, system, integration, stress, performance, etc.) and test results;
- Regression and QA Acceptance Test Approval;
- UAT Approval and Sign-off.

#### **4.0 PERSONNEL**

The City shall have the right to review and approve any personnel who are assigned to work under this Contract. Contractor personnel may be subject to LAPD background checks at the sole discretion of the City.

The Contractor agrees to remove personnel from performing work for any project under this Contract if requested to do so by the City upon one (1) day's written notice. At the City's request, Contractor shall replace the removed employee with one approved by the City within five (5) working days.

##### **4.1 Subcontracting**

For some projects, City departments may determine that the use of subcontractors is appropriate. If subcontracting is allowed, it shall be so indicated in the TOS for the project, and in those circumstances, Contractor will be required to perform outreach through the Regional Alliance Marketplace for Procurement (RAMP, found at <https://www.rampla.org>) in order to comply with the City's Business Inclusion Program (BIP) requirements before a specific project is awarded. More information about a BIP requirement will be provided to the Contractor prior to the award of a project or work order requiring compliance with BIP. Details about the program are available at <https://www.rampla.org>.

#### **5.0 NTP MODIFICATIONS**

Contractor agrees that the NTP is a binding commitment of Contractor to deliver services for the project set forth in the NTP upon the terms and conditions of the NTP (including all timelines, deliverables, and costs). Any proposed modifications to an authorized NTP to address additional needed services, work, tasks, deliverables, or costs associated with the project authorized under the NTP or to address changed conditions for such projects shall be approved by the Contractor, the NTP Department, and ITA prior to such modifications being effective. Any such modifications shall be evidenced by a duly executed Change Order to the applicable NTP, which shall be

processed in accordance with the Change Order Procedure in Section 5.1. Contractor acknowledges and agrees that a Change Order shall be approved only if it is within the original project scope of the NTP, if it is within the budgeted contingency amount for the project, and if it does not unreasonably (within the determination of ITA) extend the duration of time of the original project.

The Contractor shall notify the NTP Department in writing as soon as the Contractor becomes aware that a Change Order may be necessary.

### **5.1 Change Order Procedure**

Contractor shall provide the NTP Department with a detailed cost estimate, an updated timeline, and an adjusted project plan, including identification of all required personnel, rates, and hours of effort, for the requested Change Order proposal.

Upon the NTP Department's review and preliminary approval of the Contractor's requested Change Order, the department and Contractor shall cooperatively work to develop a final Change Order for final approval by the NTP Department and ITA.

All Change Orders shall not be deemed final until approved by ITA, and ITA shall have the sole discretion of approving or rejecting any Change Order requests. Contractor shall not provide any services on any Change Order unless such Change Order is deemed finalized as evidenced by the execution of the Change Order by the NTP Department and ITA. When executed by all Parties, the Change Order will be incorporated as an official change to the NTP and will be incorporated and made a part of this Agreement. Both the City and Contractor will maintain formal documentation denoting officially executed Change Orders.

## **6.0 IMPLEMENTATION WARRANTY, POST-PRODUCTION STANDARD, AND EXTENDED SUPPORT**

Contractor agrees to provide a 90-day warranty and post-production service support for all work performed under each NTP. The warranty shall become effective after the project for the NTP has been implemented in production and the UAT has been signed off by the NTP Department and ITA. The post-production support coverage period shall be 90 days at no additional cost to the City. The warranty will cover, but is not limited to, system troubleshooting, errors/defects fixing, code remedy, system validation and correction, system performance improvement, and documentation update.

The City will consider an optional six-month to one-year support plan for work performed under each NTP if offered by Contractor. TOS responses must specify the option of such extended support plan, its pricing, and what will be covered under the

plan – for example, basic security upgrades based on what may become known as security vulnerabilities, basic bug fixes, etc.

## **7.0 TRAVEL**

The City will not reimburse any travel expenses by the Contractor incurred while performing services under this Agreement.

## **8.0 CONTRACT AUDITS**

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

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

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

### **9.1 Parties to the Contract**

The Parties to this Contract are:

1. **City:** The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
2. **Contractor:** <Contractor Name>, having its principal office at <Contractor address.>

### **9.2 Contractor's Representative**

Contractor hereby appoints the following person to represent Contractor with respect to all matters pertaining to this Contract. Said representative shall be responsible for submitting all of the respective notices, reports, invoices, and other documents or information as required by this Contract.

**Name:**

**Title:**

Address:

Telephone: (xxx) xxx-xxxx

E-Mail:

### **9.3 City's Representative**

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

Name: Tita Zara

Title: Acting Assistant General Manager

Address: 200 North Main Street, Room 1400

Los Angeles, CA 90012

Telephone: (213) 978-3346

E-mail: tita.zara@lacity.org

### **9.4 City's Project Manager**

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

Name: Coco Lohr

Title: Programmer/Analyst V

Address: 200 N. Main St., 10th Floor

Los Angeles, CA 90012

Telephone: (213) 978-0212

E-mail: coco.lohr@lacity.org

### **9.5 Formal Communications**

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

Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

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

#### **10.0 NAME CHANGE**

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

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

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

#### **12.0 CONTRACTOR PERFORMANCE EVALUATION**

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

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

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

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

Notwithstanding anything to the contrary, (i) City's obligations hereunder are payable only from funds specifically appropriated by the City Council; and (ii) City shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of City's future fiscal years unless and until the City Council appropriates funds for this Agreement in City's budget for each such future fiscal year. In the event



that funds are not appropriated for this Agreement, then this Agreement shall terminate as of the last day of the last fiscal year for which funds were appropriated. City will make a good faith effort to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

#### **15.0 ELECTRONIC SIGNATURES**

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

#### **16.0 STANDARD PROVISIONS**

Contractor shall comply with the provisions set forth in the Standard Provisions for City Contracts (Rev. 10/21)[v.4] (Appendix A).

#### **17.0 APPENDICES**

The following appendices are hereby incorporated into and made a part of this Contract:

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

Appendix B: Rate sheet

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

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

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

APPROVED AS TO FORM:

Michael N. Feuer

City Attorney

CITY OF LOS ANGELES:

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

Joshua M. Templet

Deputy City Attorney

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

Tita Zara

Acting Assistant General Manager

Information Technology Agency

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

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

ATTEST: Holly Wolcott

City Clerk

CONTRACTOR

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

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

«COMPANY\_NAME»

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

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

## **APPENDIX A**

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

## STANDARD PROVISIONS FOR CITY CONTRACTS

### TABLE OF CONTENTS

<b>PSC-1</b>	<u>Construction of Provisions and Titles Herein</u> .....	<b>1</b>
<b>PSC-2</b>	<u>Applicable Law, Interpretation and Enforcement</u> .....	<b>1</b>
<b>PSC-3</b>	<u>Time of Effectiveness</u> .....	<b>1</b>
<b>PSC-4</b>	<u>Integrated Contract</u> .....	<b>2</b>
<b>PSC-5</b>	<u>Amendment</u> .....	<b>2</b>
<b>PSC-6</b>	<u>Excusable Delays</u> .....	<b>2</b>
<b>PSC-7</b>	<u>Waiver</u> .....	<b>2</b>
<b>PSC-8</b>	<u>Suspension</u> .....	<b>3</b>
<b>PSC-9</b>	<u>Termination</u> .....	<b>3</b>
<b>PSC-10</b>	<u>Independent Contractor</u> .....	<b>5</b>
<b>PSC-11</b>	<u>Contractor's Personnel</u> .....	<b>5</b>
<b>PSC-12</b>	<u>Assignment and Delegation</u> .....	<b>6</b>
<b>PSC-13</b>	<u>Permits</u> .....	<b>6</b>
<b>PSC-14</b>	<u>Claims for Labor and Materials</u> .....	<b>6</b>
<b>PSC-15</b>	<u>Current Los Angeles City Business Tax Registration Certificate Required</u> ....	<b>6</b>
<b>PSC-16</b>	<u>Retention of Records, Audit and Reports</u> .....	<b>6</b>
<b>PSC-17</b>	<u>Bonds</u> .....	<b>7</b>
<b>PSC-18</b>	<u>Indemnification</u> .....	<b>7</b>
<b>PSC-19</b>	<u>Intellectual Property Indemnification</u> .....	<b>7</b>
<b>PSC-20</b>	<u>Intellectual Property Warranty</u> .....	<b>8</b>
<b>PSC-21</b>	<u>Ownership and License</u> .....	<b>8</b>
<b>PSC-22</b>	<u>Data Protection</u> .....	<b>9</b>

## TABLE OF CONTENTS (Continued)

<b>PSC-23</b>	<u>Insurance</u> .....	<b>9</b>
<b>PSC-24</b>	<u>Best Terms</u> .....	<b>9</b>
<b>PSC-25</b>	<u>Warranty and Responsibility of Contractor</u> .....	<b>10</b>
<b>PSC-26</b>	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u> .....	<b>10</b>
<b>PSC-27</b>	<u>Child Support Assignment Orders</u> .....	<b>10</b>
<b>PSC-28</b>	<u>Living Wage Ordinance</u> .....	<b>11</b>
<b>PSC-29</b>	<u>Service Contractor Worker Retention Ordinance</u> .....	<b>11</b>
<b>PSC-30</b>	<u>Access and Accommodations</u> .....	<b>11</b>
<b>PSC-31</b>	<u>Contractor Responsibility Ordinance</u> .....	<b>12</b>
<b>PSC-32</b>	<u>Business Inclusion Program</u> .....	<b>12</b>
<b>PSC-33</b>	<u>Slavery Disclosure Ordinance</u> .....	<b>12</b>
<b>PSC-34</b>	<u>First Source Hiring Ordinance</u> .....	<b>12</b>
<b>PSC-35</b>	<u>Local Business Preference Ordinance</u> .....	<b>12</b>
<b>PSC-36</b>	<u>Iran Contracting Act</u> .....	<b>12</b>
<b>PSC-37</b>	<u>Restrictions on Campaign Contributions in City Elections</u> .....	<b>12</b>
<b>PSC-38</b>	<u>Contractors' Use of Criminal History for Consideration of Employment Applications</u> .....	<b>13</b>
<b>PSC-39</b>	<u>Limitation of City's Obligation to Make Payment to Contractor</u> .....	<b>13</b>
<b>PSC-40</b>	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u> .....	<b>14</b>
<b>PSC-41</b>	<u>Compliance with California Public Resources Code Section 5164</u> .....	<b>14</b>
<b>PSC-42</b>	<u>Possessory Interests Tax</u> .....	<b>14</b>
<b>PSC-43</b>	<u>Confidentiality</u> .....	<b>15</b>
<b>PSC-44</b>	<u>COVID-19</u> .....	<b>15</b>
<b>Exhibit 1</b>	<u>Insurance Contractual Requirements</u> .....	<b>16</b>

## STANDARD PROVISIONS FOR CITY CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## **PSC-8. Suspension**

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

## **PSC-9. Termination**

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

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

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

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

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

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

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

#### **PSC-10. Independent Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**PSC-22. Data Protection**

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

**PSC-23. Insurance**

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

**PSC-24. Best Terms**

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



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

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

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

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

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

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

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

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

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

**PSC-28. Living Wage Ordinance**

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

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

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

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

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

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

**PSC-31. Contractor Responsibility Ordinance**

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

**PSC-32. Business Inclusion Program**

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

**PSC-33. Slavery Disclosure Ordinance**

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

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

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

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

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

**PSC-36. Iran Contracting Act**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PSC-42. Possessory Interests Tax**

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

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

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

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

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.



## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

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

### **CONTRACTUAL REQUIREMENTS**

#### **CONTRACTOR AGREES THAT:**

**1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

**3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

**4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

**5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

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



## Required Insurance and Minimum Limits

Name: \_\_\_\_\_

Date: 05/26/2020Agreement/Reference: RFQ - CASE MANAGEMENT (CM) / CUSTOMER RELATION MANAGEMENT (CRM) SOFTWARE SERVICES

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

Limits

**Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**WC StatutoryEL \$1,000,000☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act**General Liability** \_\_\_\_\_\$1,000,000☒ Products/Completed Operations☐ Sexual Misconduct \_\_\_\_\_☐ Fire Legal Liability \_\_\_\_\_☐ \_\_\_\_\_**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) \_\_\_\_\_**Professional Liability** (Errors and Omissions)\$1,000,000Discovery Period 12 Months After Completion of Work or Date of Termination (See Note #1)**Property Insurance** (to cover replacement cost of building - as determined by insurance company) \_\_\_\_\_☐ All Risk Coverage☐ Boiler and Machinery☐ Flood \_\_\_\_\_☐ Builder's Risk☐ Earthquake \_\_\_\_\_☐ \_\_\_\_\_**Pollution Liability** \_\_\_\_\_☐ \_\_\_\_\_**Surety Bonds** - Performance and Payment (Labor and Materials) Bonds

100% of the contract price

**Crime Insurance** \_\_\_\_\_**Other:** 1) Professional Liability to include Cyber Liability and Data Breach (\$1MM per occurrence)

2) In the absence of imposed Automobile Liability requirements, all Contractors using vehicles during the course of the contract must adhere to the financial responsibility laws of the State of California.

## **CM/CRM RATES**

**Appendix B**  
**Accenture**  
**Fee/Rate Structure**

## c. Fee/Rate Structure

Accenture is pleased to provide our competitive pricing for the Case Management (CM) and Customer Relationship Management (CRM) job classifications requested by the RFQ. Our deep roster of highly skilled ServiceNow, Salesforce, and Microsoft Dynamics 365 professionals means we have a wide range of staff that both meet ITA's requirements and can successfully deliver any CM or CRM work involving these platforms requested by the City. The rate ranges shown in Table 1 below reflect the varying skill and experience that may be required for staff based on the scope and complexity of the Work Orders resulting from the RFQ.

Role	Rate Range (per hour) for US-based staff
Database Architect	\$165 - \$185
Project Manager	\$255 - \$295
Programmer	\$130 - \$150
System Administrator	\$130 - \$140
Trainer	\$145 - \$170

Table 1. Accenture's CM/CRM Job Classification Pricing

Per Addendum 1, Accenture understands that resources based outside of the United States may be staffed on resulting Work Orders in the case that express written consent is provided by ITA. Should permission be granted, Accenture would look to leverage our Global Capability Network of highly skilled ServiceNow, Salesforce, and Microsoft Dynamics 365 professionals where appropriate to bring down the delivery cost for ITA. Accenture is pleased to provide our competitive pricing for non-US based staff in the CM and CRM job classifications requested by this RFQ. The rate ranges, shown in Table 2 on the following page, reflect the varying skill and experience that may be required for staff based on the scope and complexity of the Work Orders resulting from the RFQ.

Role	Rate Range (per hour) for Non-US-based staff (Global Capability Network)
Database Architect	\$43 - \$48
Project Manager	\$59 - \$65
Programmer	\$35 - \$40
System Administrator	\$26 - \$39
Trainer	\$40 - \$44

Table 2. Accenture's CM/CRM Possible Staff Pricing

**Appendix B**  
**Cask NX LLC**  
**Fee/Rate Structure**

### **Fee / Rate Structure**

Cask understands that the City seeks hourly rates for a potential five (5) year total contract term. The below rate card includes both CM/CRM Area of Qualification required job classifications as well as the job classifications Cask recommends are added to this Area of Qualification.

Cask hourly rates are not to exceed (NTE) per role, per contract year. Cask understands that the City will not reimburse for contractor travel (Addendum 5, Q&A item #55). Therefore, potential travel and other direct costs are included in the NTE rates proposed below. Additionally, Cask reserves the right to elevate our rates on an annual basis at the start of each contract year, up to 3% per year.

As permitted per Addendum 5, Cask's rate card includes multiple tiers of resources (Q&A item #49) as well as multiple hourly rates for similar job classifications for both onshore and offshore resources. Cask's offshore operations are supported out of the Philippines and present best value solutions for applicable clients and projects.

Cask effort, roles, and rates will be finalized on a per-opportunity basis at the TOS level, depending on City requirements.

Cask understands that all listed rates must be guaranteed for 18 months from the date of the response. Therefore, our rates for Years 1 and 2 do not include the 3% uplift that has been applied to Years 3, 4, and 5.



Job Classification	Onshore / Offshore	Initial Contract Term			Extended Contract Term	
		Year 1 NTE	Year 2 NTE	Year 3 NTE	Year 4 NTE	Year 5 NTE
Project Manager III	Onshore	\$248.00	\$248.00	\$255.00	\$263.00	\$271.00
Project Manager II	Onshore	\$223.00	\$223.00	\$230.00	\$237.00	\$244.00
Project Manager I	Onshore	\$149.00	\$149.00	\$153.00	\$158.00	\$163.00
Business Analyst III	Onshore	\$297.00	\$297.00	\$306.00	\$315.00	\$324.00
Business Analyst III	Onshore	\$297.00	\$297.00	\$306.00	\$315.00	\$324.00
Business Analyst II	Onshore	\$223.00	\$223.00	\$230.00	\$237.00	\$244.00
Database Architect III	Onshore	\$333.00	\$333.00	\$343.00	\$353.00	\$364.00
Database Architect II	Onshore	\$275.00	\$275.00	\$283.00	\$291.00	\$300.00
Database Architect I	Onshore	\$248.00	\$248.00	\$255.00	\$263.00	\$271.00
Programmer III	Onshore	\$223.00	\$223.00	\$230.00	\$237.00	\$244.00
Programmer II	Onshore	\$194.00	\$194.00	\$200.00	\$206.00	\$212.00
Programmer III	Offshore	\$124.00	\$124.00	\$128.00	\$132.00	\$136.00
Programmer II	Offshore	\$99.00	\$99.00	\$102.00	\$105.00	\$108.00
Graphics Designer (Analyst III)	Onshore	\$297.00	\$297.00	\$306.00	\$315.00	\$324.00
Graphics Designer (Analyst II)	Onshore	\$223.00	\$223.00	\$230.00	\$237.00	\$244.00
Graphics Designer (Architect II)	Onshore	\$248.00	\$248.00	\$255.00	\$263.00	\$271.00
Graphics Designer (Programmer III)	Onshore	\$223.00	\$223.00	\$230.00	\$237.00	\$244.00
Graphics Designer (Programmer II)	Onshore	\$194.00	\$194.00	\$200.00	\$206.00	\$212.00
Trainer III	Onshore	\$297.00	\$297.00	\$306.00	\$315.00	\$324.00
Trainer II	Onshore	\$223.00	\$223.00	\$230.00	\$237.00	\$244.00
Trainer I	Onshore	\$149.00	\$149.00	\$153.00	\$158.00	\$163.00
System Administrator III	Onshore	\$248.00	\$248.00	\$255.00	\$263.00	\$271.00
System Administrator II	Onshore	\$175.00	\$175.00	\$180.00	\$185.00	\$191.00
System Administrator I	Onshore	\$130.00	\$130.00	\$134.00	\$138.00	\$142.00
System Administrator III	Offshore	\$165.00	\$165.00	\$170.00	\$175.00	\$180.00
System Administrator II	Offshore	\$125.00	\$125.00	\$129.00	\$133.00	\$137.00
System Administrator I	Offshore	\$100.00	\$100.00	\$103.00	\$106.00	\$109.00

**Appendix B**  
**Deloitte Consulting LLP**  
**Fee/Rate Structure**

## PROPOSED FEE AND RATE STRUCTURE

Our rates are intended to convey our strong interest to work with the City of Los Angeles. Deloitte's global scale, deep experience across commercial and government client networks, and our multitude of accelerators bring value beyond simple hourly rates. Deloitte's holistic expertise across all four Areas of Qualification allows the City to work across teams cohesively, consistently, securely, and at scale. The value of having one vendor who brings strength in all areas will allow the City to leverage common project management and account management, avoid finger-pointing across vendors, and will streamline cost and speed of delivery. With Deloitte, our accelerators are yours to use without additional cost, eliminating the need for multiple layers of licensing. With risk and quality assessments spanning multiple projects baked into our approach and rates, we can accelerate delivery times, keep implementation costs low, while maintaining the high quality of work expected by Deloitte and the City of Los Angeles.

Deloitte believes that fees alone should not be the determining factor in selecting a service provider. The decision should also be based on the vendor's ability to provide the level of service characteristic of an industry leader. With Deloitte, you can be confident that we won't be learning on the job and can deliver at the highest level.

In addition to this RFQ response, we look forward to the opportunity to bid on fixed bid task orders. Our preference is to always sit down with our clients to determine the precise level of work necessary for each task and price it accordingly such that you pay the price necessary for the services delivered.

Required Job Classification	Hourly Rate Range	Hourly Rate Average
Database Architect	*\$56 - \$248	*\$72
Project Manager	*\$79 - \$388	*\$113
Programmer	*\$48 - \$340	*\$74
System Administrator	*\$56 - \$273	*\$62
Trainer	*\$56 - \$174	*\$67

NOTE: Our proposed average RPH assumes a large project team across all four Areas of Qualification, allowing Deloitte to leverage our full global and US capabilities.

**Appendix B**  
**IBM Corp.**  
**Fee/Rate Structure**

### 2.1.4 Proposed Fee and Rate Structure

Respondents are required to provide the hourly rate for each type of potential staff identified in Section III for the corresponding Area of Qualification to assist the City in implementing projects. All listed rates must be guaranteed to be good for 18 months from the date of the response and will be included as part of the contract.

In this section, the table below lists the roles and rates in U.S. dollars for the Case Management and Customer Relationship Management Integration and Implementation qualification area. IBM has included resource rates for U.S. Core Consulting resources, Client Innovation Center (Centers) resources, and rates for offshore resources in the event IBM requests and receives approval from ITA to engage resources residing outside of the territorial United States as specified in Addendum #1. IBM Centers are:

- Experts in the application of dynamic delivery, an advanced delivery capability that helps business resiliency and accelerates digital transformation
- Staffed with dedicated recruiting teams and are focused on developing staff. The training programs at the Centers are the second largest annual investment and include for example:
  - **Brighter Blue Program** which is a two-year comprehensive development path providing the opportunity to gain the skills necessary to support client delivery excellence
  - Regularly scheduled **consultant training** that spans across soft skills, methods and tools, and training
  - A formal **mentoring program** in place to help support and develop our resources
- Supported by robust talent retention programs robust with training, salary increases, promotions, rewards, and well-defined career paths
- Significantly involved in the local community, coordinating and running volunteer events to support the community and striving to hire local graduates whenever possible

IBM Centers are a globally integrated network of IBM offices servicing hundreds of clients throughout North America including Canada. However, for this proposal, IBM

Center rates are specific to locations only within the United States. Furthermore, it is IBM's intention to engage small or minority owned businesses to support the delivery of services when possible. IBM will work with City of Los Angeles to provide the best rate, which will not exceed IBM's current rate for such services, and we will execute an addendum to add to the rate card.

The table below as stated above includes three rates for each role as defined in the RFQ for the City of Los Angeles. The last column is a weighted average of the three rates based on our experience and will give the City of Los Angeles the most flexibility. Based on our experience, we have identified the ideal mix of resources to be 25% from Core Consulting, 45% from the Center, and 30% from offshore.

Case Management (CM) and Customer Relationship management Integration and Implementation Rate Card*					
Role	Platform	Core Consulting Rate	Client Innovation Center Rate	Offshore Rate	Weighted Avg. Rate by Role
Database Architect	MS Dynamics	\$279.59	\$101.99	\$54.74	\$132.22
Database Architect	Salesforce	\$320.14	160.96	\$65.68	\$172.17
Database Architect	Service Now	\$180.34	\$94.02	\$78.68	\$111.00
Project Manager	MS Dynamics	\$279.59	\$101.99	\$54.74	\$132.22
Project Manager	Salesforce	\$320.14	160.96	\$65.68	\$172.17
Project Manager	Service Now	\$180.34	\$94.02	\$78.68	\$111.00
Programmer	MS Dynamics	\$279.59	\$101.99	\$38.49	\$127.34
Programmer	Salesforce	\$254.43	\$101.99	\$41.05	\$121.82
Programmer	Service Now	\$146.79	\$94.02	\$42.76	\$91.83
System Administrator	MS Dynamics	\$279.59	\$101.99	\$38.49	\$127.34
System Administrator	Salesforce	\$239.21	\$83.71	\$33.69	\$107.58
System Administrator	Service Now	\$146.79	\$94.02	\$27.37	\$87.22

**Case Management (CM) and Customer Relationship management Integration and  
Implementation Rate Card\***

<b>Role</b>	<b>Platform</b>	<b>Core Consulting Rate</b>	<b>Client Innovation Center Rate</b>	<b>Offshore Rate</b>	<b>Weighted Avg. Rate by Role</b>
Trainer	MS Dynamics	\$279.59	\$101.99	\$38.49	\$127.34
Trainer	Salesforce	\$254.43	\$101.99	\$41.05	\$121.82
Trainer	Service Now	\$146.79	\$94.02	\$54.74	\$95.43
<b>Avg. Rate by Location</b>		<b>\$246.92</b>	<b>\$105.98</b>	<b>\$46.87</b>	<b>\$122.57</b>



**Appendix B**  
**MTX Group, Inc.**  
**Fee/Rate Structure**

## Fee/Rate Structure

MTX has provided a rate card for the requisite technical roles below. The listed rates are good for 18 months from the time of submission of this response.

Role	U.S. Hourly Rate (\$ / hr)	Offshore Hourly Rate (\$ / hr)
Database Architect	\$225	\$53
Project Manager	\$210	\$47
Programmer	\$185	\$40
System Administrator	\$180	\$40
Trainer	\$173	\$28

**Appendix B**  
**Slalom LLC**  
**Fee/Rate Structure**

# Case Management (CM) and Customer Relationship Management (CRM) Integration and Implementation

## Proposed Fee and Rate Structure

We have provided standard hourly rates below for the roles requested in the Case Management and Customer Relationship Management Integration and Implementation section. Note: We may be able to offer discounted rates for longer-term projects.

Role Title	Hourly Rate
Database Architect	\$247
Project Manager	\$240
Programmer	\$247
System Administrator	\$180
Trainer	\$198

**Appendix B**  
**Spruce Technology, Inc.**  
**Fee/Rate Structure**

### C) Proposed Fee and Rate Structure

#### Case Management and Customer Resource Management

Role	Rate
Database Architect	\$170.00
Project Manager	\$150.00
Programmer	\$140.00
System Administrator	\$155.00
Trainer	\$110.00

\*This page is considered Proprietary and Confidential.

**Appendix B**  
**Thirdera LLC**  
**Fee/Rate Structure**



**Fee/Rate Structure**

*Respondents are required to provide the hourly rate for each type of potential staff identified in Section III for the corresponding Area of Qualification to assist the City in implementing projects.*

*All listed rates must be guaranteed to be good for 18 months from the date of the response and will be included as part of the contract.*

Thirdera is offering the following list rate schedule and open to discounting discussions should The City select Thirdera:

<b>ROLE</b>	<b>List Hourly Rate</b>
<b>Database Architect</b>	\$250
<b>Project Manager</b>	\$218
<b>Programmer</b>	\$208
<b>Global Programmer</b>	\$121
<b>System Administrator</b>	\$169
<b>Trainer</b>	\$231

# CONTRACT

between

CITY OF LOS ANGELES

and

[COMPANY NAME]

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

[Company Name], a [State] corporation (hereinafter referred to as "Contractor", and along with the City, the "Parties").

## WITNESSETH:

**WHEREAS**, the City desires to solicit the services of various contractors to assist the City in data science and analytics, including designing, developing, enhancing, implementing, integrating, and supporting the data lake, data warehouse, data catalog, data dictionary, integrations, and analytics on Google Cloud Platform; and

**WHEREAS**, the Contractor is one of the vendors pre-qualified in the Data Science and Analytics Area of Qualification by the City following a Request for Qualifications (RFQ) on January 13, 2022, for Application Professional Services under Charter Section 375; and

**WHEREAS**, the services to be performed by the Contractor are of an expert and technical nature and are temporary and occasional in character, and competitive bidding under Charter Section 371 is not practicable, advantageous, or desirable to the City; and

**WHEREAS**, the City performed a Charter Section 1022 evaluation, and it was determined that ITA does not have sufficient staff with the required expertise and skills to perform the proposed work for current and future projects, because the workload fluctuates, the work is intermittent, and there will not be enough work to hire full-time employees year round; and

**WHEREAS**, ITA has developed policies and procedures for the use of this Contract that provide ITA with the necessary tools to ensure that the work performed under this Contract on behalf of any City department is short term in nature, consistent with the terms of this Contract, and within each department's and the Contract's expenditure authority, and it is expected that any City department using this Contract will comply

with the adopted policies and procedures in order to provide transparency and accountability.

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

## **1.0 TERM OF CONTRACT**

The term of this Contract shall commence on attestation, and shall terminate three years therefrom, or at such time as all funding provided herein has been expended, whichever occurs first. This Contract shall be subject to termination by the City if funds are not appropriated for the services provided under this Contract in the ensuing fiscal year commencing July 1.

The City reserves the right and option to renew this Contract for two (2) additional one-year periods subject to the same terms and conditions and subject to the then current Standard Provisions for City Contracts upon the written notification by the ITA General Manager or his/her designee so long as funds have been allocated for this purpose in any fiscal year.

## **2.0 COMPENSATION AND PAYMENT**

### **2.1 Total Contract Expenditure**

The City's total obligation under this Contract shall not exceed \$5,000,000.00. The Contractor further understands and agrees that execution of this Contract neither guarantees that the Contractor's services will be utilized under this Contract nor that the City will request or award any minimum amount of services from Contractor. Contractor shall not receive any payment for any services provided under this Contract unless a compensation amount is confirmed by ITA in a Notice to Proceed ("NTP") and the provision of the services to be compensated has been appropriately invoiced with documentation that has been approved by ITA.

### **2.2 Invoices**

Contractor shall submit invoices to the City as follows:

Contractor shall submit invoices, with all supporting backup documentation, to the City department issuing the NTP ("NTP Department") at the address specified in each project's NTP upon completion and acceptance of the deliverables for which payment is being requested, which shall be in accordance with any payment milestone deliverable schedule set forth in the NTP. Payment of invoices will be subject to approval by the City.

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

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

All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or contain other unique and identifying information such as name and address of Contractor. Invoices shall be submitted within 30 days of performance of services. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City Project Manager.

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

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

### **3.0 STATEMENT OF WORK, TOS, AND NTP**

The Contractor hereby agrees to participate in a Task Order Solicitation (TOS) process (detailed in Section 3.1), which the City will conduct to award projects under this Agreement on an as-needed basis. The award of a project or work order under this Contract will be initiated by a solicitation of proposals for the project under a TOS from the firms pre-qualified under the Application Professional Services Request for Qualifications in the Data Science and Analytics service area.

If selected for a project, the Contractor shall be issued a Notice to Proceed (NTP) by the City department for whom the project is to be performed and approved in writing by ITA (detailed in Section 3.2).

The engaged services and the scope of the project defined in the NTP under this Contract are restricted to Data Science and Analytics work only, including but not limited to the following:

- Vendor support for the initial deployment and ongoing maintenance of Google Cloud Platform data lake and data warehouse infrastructure, including both the configuration of the underlying system and the development of appropriate data architectures to support the City's specific use case;
- Vendor support for the deployment of ETL infrastructure on Google Cloud Platform that supports the integration of Docker image and GitHub, initial migration of data and ETL pipelines from current databases and ETL tools, and ongoing support for additional ETL development, as needed;
- Vendor support for the deployment of Cloud SQL for MS SQL, MySQL, or PostgreSQL;
- Exploration and ad-hoc analysis of warehouse-hosted data;
- Metadata cataloging and management for warehouse-hosted data along with expertise in data dictionaries, data management, and legacy data ingest;
- Business intelligence/analytics reporting and dashboarding of warehouse-hosted data;
- Visualization and mapping of warehouse-hosted data for both internal and external audiences;
- Secure sharing of warehouse-hosted data for external applications and partners (e.g., through access-controlled APIs);
- Profiling, cleaning, and standardization (particularly in terms of geospatial attributes) for warehouse-hosted data;
- Ingestion and staging of streaming and/or live API-accessible data for storage in the warehouse (beyond what standard ETL tools provide for);
- Deep learning/machine vision on streaming video data;
- Large geospatial data analysis and processing;
- Development and deployment of machine learning models;

- Development and deployment of maps, dashboards, and other key analytics products for internal and external stakeholders;
- Data discovery and data pipelines;
- Data science consulting and advising/data maturity frameworks;
- Deployment of data science and analytics tools inside Customer Relation Management (CRM) software, Case Management (CM) software, and other applications;
- Building development environment that employs the latest version of software and development tools, including mastery of either Python or R, and use of Git, GitHub, or GitLab for version control/code sharing;
- Creating models, dashboards, and reports that are reproducible and packaged with the latest software release or a release version that is still under support;
- Creating solutions that utilize common development frameworks and coding guidelines;
- Developing solutions that incorporate application and data security standards;
- Experience with MS SQL, MySQL, PostgreSQL, MariaDB, and Oracle database management systems (DBMS) for ETL and analysis purposes;
- Developing dashboards and apps that follow Americans with Disabilities Act (ADA) guidelines and standards for accessibility defined under ADA Section 508 and WCAG 2.0 guidelines;
- Delivering reproducible and documented analysis that can be handed off to City staff;
- Conducting security scans and providing results, risks, and resolutions;
- Providing test environment and conducting product testing prior to delivery;
- Providing test results and resolution of issues identified during user acceptance testing;
- Providing ongoing maintenance and/or support for the delivered solution;
- Providing training and documentation on delivered solutions.

Contractor understands that the City may have, or subsequently enter into, other contracts with firms for identical or similar services; therefore, Contractor agrees that this Contract does not grant an exclusive right to Contractor to provide any or all of the services to be performed under this Contract.

### **3.1 TOS Responses**

Proposals for project award will be selected based on submitted project plans, estimated cost, and assigned Contractor personnel's experiences, qualifications, and skill sets.

In addition to any other requirements for proposals as set forth in any TOS project request, Contractor must provide project and implementation plans to include the following:

- Description of the proposed solution and how it will meet the requirements to satisfy the objectives;
- Detailed project tasks, subtasks, and dependencies with project milestones and deliverables, including the methodology and technology that will be utilized;
- Project costs;
- Project resources needed;
- Project schedules with start and target completion dates for each task;
- Any additional information requested in the TOS.

Contractor must also provide information for each of their assigned personnel, including:

- A description of the services they will perform;
- A brief statement of experience and background of assigned personnel, including giving the number of years of their experience, their title, or function while gaining the experience, and the end dates of the projects cited for relevant their experience; and
- A description of a few significant application systems they have implemented using Data Science and Analytics.

Estimated pricing shall be based on fees and rates submitted as part of the Contractor's Response to the RFQ, hereto included as part of this Contract as Appendix B: Rate Sheets.

### **3.2 Notice to Proceed (NTP)**

If Contractor's TOS Response is selected, the City Department that issued the TOS shall issue an NTP, which shall be approved in writing by ITA. The NTP shall provide the Statement of Work (SOW), scope of services, duration of the engagement, budget for the project, contingency amount, a cost not to exceed for the project, and a list of payment milestones and deliverables. Contractor agrees to perform the work as described in the NTP in accordance with its TOS Response and the NTP. In the event of a conflict between the provisions set forth in the TOS Response and the NTP, the NTP shall control.

Contractor shall complete the work within the not-to-exceed amount and project schedule as set forth in the NTP unless changes to the NTP are approved by the NTP Department and ITA, as provided in Section 5 below.



No work on a project is authorized until the City issues an ITA-approved NTP to the selected firm for such project.

The terms of the NTP issued under this Agreement shall be incorporated and made a part of this Contract upon approval of the NTP by authorized signatories of ITA, the NTP Department, and Contractor. In the event of any conflict between the terms of any NTP and this Agreement, the terms of this Agreement shall control.

### **3.3 Data and Communication**

Subsequent to the issuance of an NTP and upon project commencement, Contractor must provide, at a minimum, biweekly project status reports to the NTP Department, with a copy to ITA.

Contractor shall schedule regular project update status meetings when appropriate.

### **3.4 Deliverables**

Contractor must provide to the City the following items and services over the course of the project, and compile and submit them to the City at project completion:

- Solution Requirements Specification Document:
  - Project goals and objectives
  - Project scope
  - Requirements Traceability Plan: Document that links requirements throughout the validation process to ensure that all requirements defined for a system are tested
- Solution Design Specification Document:
  - Wireframes and/or prototype
  - Functional design specification
  - Interface specifications and design document
- Source Code (if created):
  - Delivery into City's source code Git-technology-based repository
  - Application source code
  - Scripts
  - APIs
- Test Strategy and Test Plan:
  - Master Test Strategy: High-level document that defines the testing approach
  - Detailed Testing Plan: Unit, integration, regression, system, performance, functional, end-to-end, etc.
  - Test scenarios, test cases, and test scripts

- User Acceptance Test (UAT):
  - Documented test results
  - Documented evidence of successful end-user testing
  - User sign off
- Implementation and Installation Procedures:
  - Data conversion plan
  - Implementation plan
  - Deployment plan
- Database Documentation:
  - Database design
  - Data dictionary
- Documentation
  - Technical:
    - Documentation with instructions on how to deploy custom-built applications
    - Documentation on post-implementation support, including network diagram, detailed database design, system environment design, installation guide, system configuration guide, standard operating procedures manual, troubleshooting guide, etc.
  - Functional:
    - End-user guides and manuals
- Training (formats may include, but are not limited to, onsite, classroom, live-online, online video, or self-paced for an individual or a group):
  - Technical:
    - Provide written training materials
    - Deliver knowledge transfer and training to City technical staff on the implementation of the software system installation, system upgrade, system configuration, system performance tuning, system integration, and data migration
    - Work with City staff to train them to support and maintain developed work, including a training course specific to the application development, as needed
  - End-User:
    - Deliver written training manual
    - Provide application training to end-users
    - Provide train-the-trainer services specific to the developed application
    - Provide educational materials, including help text, contextual help, and video guides
  - System Walkthrough.

Contractor's deliverables must meet the following requirements before the work under the applicable NTP can be determined satisfactorily completed:

- System requirements and operations met, as documented by UATs, security reviews, and audits;
- Environment built with acceptable levels of system performance, system benchmark, security, reliability, and scalability;
- Compatibility with other existing applications running on the City server;
- Development of unit tests and UAT scripts;
- Review and validation of tests (i.e., unit, functional, system, integration, stress, performance, etc.) and test results;
- Regression and QA Acceptance Test Approval;
- UAT Approval and Sign-off.

#### **4.0 PERSONNEL**

The City shall have the right to review and approve any personnel who are assigned to work under this Contract. Contractor personnel may be subject to LAPD background checks at the sole discretion of the City.

The Contractor agrees to remove personnel from performing work for any project under this Contract if requested to do so by the City upon one (1) day's written notice. At the City's request, Contractor shall replace the removed employee with one approved by the City within five (5) working days.

##### **4.1 Subcontracting**

For some projects, City departments may determine that the use of subcontractors is appropriate. If subcontracting is allowed, it shall be so indicated in the TOS for the project, and in those circumstances, Contractor will be required to perform outreach through the Regional Alliance Marketplace for Procurement (RAMP, found at <https://www.rampla.org>) in order to comply with the City's Business Inclusion Program (BIP) requirements before a specific project is awarded. More information about a BIP requirement will be provided to the Contractor prior to the award of a project or work order requiring compliance with BIP. Details about the program are available at <https://www.rampla.org>.

#### **5.0 NTP MODIFICATIONS**

Contractor agrees that the NTP is a binding commitment of Contractor to deliver services for the project set forth in the NTP upon the terms and conditions of the NTP (including all timelines, deliverables, and costs). Any proposed modifications to an authorized NTP to address additional needed services, work, tasks, deliverables, or costs associated with the project authorized under the NTP or to address changed conditions for such projects shall be approved by the Contractor, the NTP Department, and ITA prior to such modifications being effective. Any such modifications shall be evidenced by a duly executed Change Order to the applicable NTP, which shall be

processed in accordance with the Change Order Procedure in Section 5.1. Contractor acknowledges and agrees that a Change Order shall be approved only if it is within the original project scope of the NTP, if it is within the budgeted contingency amount for the project, and if it does not unreasonably (within the determination of ITA) extend the duration of time of the original project.

The Contractor shall notify the NTP Department in writing as soon as the Contractor becomes aware that a Change Order may be necessary.

### **5.1 Change Order Procedure**

Contractor shall provide the NTP Department with a detailed cost estimate, an updated timeline, and an adjusted project plan, including identification of all required personnel, rates, and hours of effort, for the requested Change Order proposal.

Upon the NTP Department's review and preliminary approval of the Contractor's requested Change Order, the department and Contractor shall cooperatively work to develop a final Change Order for final approval by the NTP Department and ITA.

All Change Orders shall not be deemed final until approved by ITA, and ITA shall have the sole discretion of approving or rejecting any Change Order requests. Contractor shall not provide any services on any Change Order unless such Change Order is deemed finalized as evidenced by the execution of the Change Order by the NTP Department and ITA. When executed by all Parties, the Change Order will be incorporated as an official change to the NTP and will be incorporated and made a part of this Agreement. Both the City and Contractor will maintain formal documentation denoting officially executed Change Orders.

## **6.0 IMPLEMENTATION WARRANTY, POST-PRODUCTION STANDARD, AND EXTENDED SUPPORT**

Contractor agrees to provide a 90-day warranty and post-production service support for all work performed under each NTP. The warranty shall become effective after the project for the NTP has been implemented in production and the UAT has been signed off by the NTP Department and ITA. The post-production support coverage period shall be 90 days at no additional cost to the City. The warranty will cover, but is not limited to, system troubleshooting, errors/defects fixing, code remedy, system validation and correction, system performance improvement, and documentation update.

The City will consider an optional six-month to one-year support plan for work performed under each NTP if offered by Contractor. TOS responses must specify the option of such extended support plan, its pricing, and what will be covered under the

plan – for example, basic security upgrades based on what may become known as security vulnerabilities, basic bug fixes, etc.

## **7.0 TRAVEL**

The City will not reimburse any travel expenses by the Contractor incurred while performing services under this Agreement.

## **8.0 CONTRACT AUDITS**

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

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

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

### **9.1 Parties to the Contract**

The Parties to this Contract are:

1. **City:** The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
2. **Contractor:** <Contractor Name>, having its principal office at <Contractor address.>

### **9.2 Contractor's Representative**

Contractor hereby appoints the following person to represent Contractor with respect to all matters pertaining to this Contract. Said representative shall be responsible for submitting all of the respective notices, reports, invoices, and other documents or information as required by this Contract.

**Name:**

**Title:**

Address:

Telephone: (xxx) xxx-xxxx

E-Mail:

### **9.3 City's Representative**

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

Name: Tita Zara

Title: Acting Assistant General Manager

Address: 200 North Main Street, Room 1400  
Los Angeles, CA 90012

Telephone: (213) 978-3346

E-mail: tita.zara@lacity.org

### **9.4 City's Project Manager**

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

Name: Coco Lohr

Title: Programmer/Analyst V

Address: 200 N. Main St., CHE 10th Floor  
Los Angeles, CA 90012

Telephone: (213) 978-0212

E-mail: coco.lohr@lacity.org

### **9.5 Formal Communications**

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

Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

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

#### **10.0 NAME CHANGE**

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

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

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

#### **12.0 CONTRACTOR PERFORMANCE EVALUATION**

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

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

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

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

Notwithstanding anything to the contrary, (i) City's obligations hereunder are payable only from funds specifically appropriated by the City Council; and (ii) City shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of City's future fiscal years unless and until the City Council appropriates funds for this Agreement in City's budget for each such future fiscal year. In the event

that funds are not appropriated for this Agreement, then this Agreement shall terminate as of the last day of the last fiscal year for which funds were appropriated. City will make a good faith effort to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

#### **15.0 ELECTRONIC SIGNATURES**

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

#### **16.0 STANDARD PROVISIONS**

Contractor shall comply with the provisions set forth in the Standard Provisions for City Contracts (Rev. 10/21)[v.4] (Appendix A).

#### **17.0 APPENDICES**

The following appendices are hereby incorporated into and made a part of this Contract:

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

Appendix B: Rate sheet

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

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



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

APPROVED AS TO FORM:

Michael N. Feuer

City Attorney

CITY OF LOS ANGELES:

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

Joshua M. Templet

Deputy City Attorney

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

Tita Zara

Acting Assistant General Manager

Information Technology Agency

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

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

ATTEST: Holly Wolcott

City Clerk

CONTRACTOR

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

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

«COMPANY\_NAME»

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

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

## **APPENDIX A**

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

## STANDARD PROVISIONS FOR CITY CONTRACTS

### TABLE OF CONTENTS

<b>PSC-1</b>	<u>Construction of Provisions and Titles Herein</u> .....	<b>1</b>
<b>PSC-2</b>	<u>Applicable Law, Interpretation and Enforcement</u> .....	<b>1</b>
<b>PSC-3</b>	<u>Time of Effectiveness</u> .....	<b>1</b>
<b>PSC-4</b>	<u>Integrated Contract</u> .....	<b>2</b>
<b>PSC-5</b>	<u>Amendment</u> .....	<b>2</b>
<b>PSC-6</b>	<u>Excusable Delays</u> .....	<b>2</b>
<b>PSC-7</b>	<u>Waiver</u> .....	<b>2</b>
<b>PSC-8</b>	<u>Suspension</u> .....	<b>3</b>
<b>PSC-9</b>	<u>Termination</u> .....	<b>3</b>
<b>PSC-10</b>	<u>Independent Contractor</u> .....	<b>5</b>
<b>PSC-11</b>	<u>Contractor's Personnel</u> .....	<b>5</b>
<b>PSC-12</b>	<u>Assignment and Delegation</u> .....	<b>6</b>
<b>PSC-13</b>	<u>Permits</u> .....	<b>6</b>
<b>PSC-14</b>	<u>Claims for Labor and Materials</u> .....	<b>6</b>
<b>PSC-15</b>	<u>Current Los Angeles City Business Tax Registration Certificate Required</u> ....	<b>6</b>
<b>PSC-16</b>	<u>Retention of Records, Audit and Reports</u> .....	<b>6</b>
<b>PSC-17</b>	<u>Bonds</u> .....	<b>7</b>
<b>PSC-18</b>	<u>Indemnification</u> .....	<b>7</b>
<b>PSC-19</b>	<u>Intellectual Property Indemnification</u> .....	<b>7</b>
<b>PSC-20</b>	<u>Intellectual Property Warranty</u> .....	<b>8</b>
<b>PSC-21</b>	<u>Ownership and License</u> .....	<b>8</b>
<b>PSC-22</b>	<u>Data Protection</u> .....	<b>9</b>

## TABLE OF CONTENTS (Continued)

<b>PSC-23</b>	<u>Insurance</u> .....	<b>9</b>
<b>PSC-24</b>	<u>Best Terms</u> .....	<b>9</b>
<b>PSC-25</b>	<u>Warranty and Responsibility of Contractor</u> .....	<b>10</b>
<b>PSC-26</b>	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u> .....	<b>10</b>
<b>PSC-27</b>	<u>Child Support Assignment Orders</u> .....	<b>10</b>
<b>PSC-28</b>	<u>Living Wage Ordinance</u> .....	<b>11</b>
<b>PSC-29</b>	<u>Service Contractor Worker Retention Ordinance</u> .....	<b>11</b>
<b>PSC-30</b>	<u>Access and Accommodations</u> .....	<b>11</b>
<b>PSC-31</b>	<u>Contractor Responsibility Ordinance</u> .....	<b>12</b>
<b>PSC-32</b>	<u>Business Inclusion Program</u> .....	<b>12</b>
<b>PSC-33</b>	<u>Slavery Disclosure Ordinance</u> .....	<b>12</b>
<b>PSC-34</b>	<u>First Source Hiring Ordinance</u> .....	<b>12</b>
<b>PSC-35</b>	<u>Local Business Preference Ordinance</u> .....	<b>12</b>
<b>PSC-36</b>	<u>Iran Contracting Act</u> .....	<b>12</b>
<b>PSC-37</b>	<u>Restrictions on Campaign Contributions in City Elections</u> .....	<b>12</b>
<b>PSC-38</b>	<u>Contractors' Use of Criminal History for Consideration of Employment Applications</u> .....	<b>13</b>
<b>PSC-39</b>	<u>Limitation of City's Obligation to Make Payment to Contractor</u> .....	<b>13</b>
<b>PSC-40</b>	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u> .....	<b>14</b>
<b>PSC-41</b>	<u>Compliance with California Public Resources Code Section 5164</u> .....	<b>14</b>
<b>PSC-42</b>	<u>Possessory Interests Tax</u> .....	<b>14</b>
<b>PSC-43</b>	<u>Confidentiality</u> .....	<b>15</b>
<b>PSC-44</b>	<u>COVID-19</u> .....	<b>15</b>
<b>Exhibit 1</b>	<u>Insurance Contractual Requirements</u> .....	<b>16</b>

## STANDARD PROVISIONS FOR CITY CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **PSC-8. Suspension**

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

## **PSC-9. Termination**

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

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

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

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

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

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



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

#### **PSC-10. Independent Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PSC-22. Data Protection**

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

**PSC-23. Insurance**

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

**PSC-24. Best Terms**

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

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

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

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

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

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

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

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

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



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

**PSC-28. Living Wage Ordinance**

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

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

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

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

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

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

### **PSC-31. Contractor Responsibility Ordinance**

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

### **PSC-32. Business Inclusion Program**

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

### **PSC-33. Slavery Disclosure Ordinance**

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

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

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

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

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

### **PSC-36. Iran Contracting Act**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

**PSC-42. Possessory Interests Tax**

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

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

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

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

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

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

### **CONTRACTUAL REQUIREMENTS**

#### **CONTRACTOR AGREES THAT:**

**1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

**3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

**4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

**5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

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

## Required Insurance and Minimum Limits

Name: \_\_\_\_\_

Date: 05/27/2020Agreement/Reference: RFQ - DATA SCIENCE AND ANALYTICS

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

Limits


**Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$1,000,000
☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

**General Liability**
\$1,000,000
☒ Products/Completed Operations

☐ Sexual Misconduct

☐ Fire Legal Liability

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

**Professional Liability** (Errors and Omissions)
\$1,000,000Discovery Period 12 Months After Completion of Work or Date of Termination (\$2MM Aggregate)
**Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage

☐ Boiler and Machinery

☐ Flood

☐ Builder's Risk

☐ Earthquake

☐
**Pollution Liability**
☐
**Surety Bonds** - Performance and Payment (Labor and Materials) Bonds

100% of the contract price

**Crime Insurance**
**Other:** 1) Professional Liability to include Cyber Liability and Data Breach

2) In the absence of imposed Automobile Liability requirements, all Contractors using vehicles during the course of the contract must adhere to the financial responsibility laws of the State of California.

## **DATA SCIENCE AND ANALYTICS RATES**

**Appendix B**  
**Accenture**  
**Fee/Rate Structure**



## c. Fee/Rate Structure

Accenture is pleased to provide our competitive pricing for the Data Science and Analytics job classifications requested by the RFQ. Our deep roster of highly skilled Data Science and Analytics professionals means we have a wide range of staff that both meet ITA's requirements and can successfully deliver any requested Data Science and Analytics work requested by the City. The rate ranges shown in Table 3 below reflect the varying skill and experience that may be required for staff based on the scope and complexity of the Work Orders resulting from the RFQ.

Role	Rate Range (per hour) for US-based staff
<b>Business Analyst</b>	\$155 - \$165
<b>Data Analyst</b>	\$130 - \$140
<b>Data Engineer</b>	\$165 - \$180
<b>Data Scientist</b>	\$340 - \$380
<b>Database Architect</b>	\$165 - \$185
<b>Programmer</b>	\$130 - \$150
<b>Project Manager</b>	\$255 - \$295

**Table 3. Accenture's Data Science and Analytics Job Classification Pricing**

Per Addendum 1, Accenture understands that resources based outside of the United States may be staffed on resulting Work Orders in the case that express written consent is provided by ITA. Should permission be granted Accenture would look to leverage our Global Capability Network of highly skilled Data Science and Analytics professionals where appropriate to bring down the delivery cost for ITA. Accenture is pleased to provide our competitive pricing for non-US based staff in the Data Science and Analytics job classifications requested by this RFQ. The rate ranges, shown in Table 4 on the following page, reflect the varying skill and experience that may be required for staff based on the scope and complexity of the Work Orders resulting from the RFQ.

Role	Rate Range (per hour) for Non-US-based staff (Global Capability Network)
Business Analyst	\$42 - \$45
Data Analyst	\$39 - \$40
Data Engineer	\$42 - \$47
Data Scientist	\$78 - \$85
Database Architect	\$43 - \$66
Programmer	\$35 - \$40
Project Manager	\$59 - \$65

Table 4. Accenture's Data Science and Analytics Possible Staff Pricing

**Appendix B**  
**Deloitte Consulting LLC**  
**Fee/Rate Structure**

## PROPOSED FEE AND RATE STRUCTURE

Our rates are intended to convey our strong interest to work with the City of Los Angeles. Deloitte's global scale, deep experience across commercial and government client networks, and our multitude of accelerators bring value beyond simple hourly rates. Deloitte's holistic expertise across all four Areas of Qualification allows the City to work across teams cohesively, consistently, securely, and at scale. The value of having one vendor who brings strength in all areas will allow the City to leverage common project management and account management, avoid finger-pointing across vendors, and will streamline cost and speed of delivery. With Deloitte, our accelerators are yours to use without additional cost, eliminating the need for multiple layers of licensing. With risk and quality assessments spanning multiple projects baked into our approach and rates, we can accelerate delivery times, keep implementation costs low, while maintaining the high quality of work expected by Deloitte and the City of Los Angeles.

Deloitte believes that fees alone should not be the determining factor in selecting a service provider. The decision should also be based on the vendor's ability to provide the level of service characteristic of an industry leader. With Deloitte, you can be confident that we won't be learning on the job and can deliver at the highest level.

In addition to this RFQ response, we look forward to the opportunity to bid on fixed bid task orders. Our preference is to always sit down with our clients to determine the precise level of work necessary for each task and price it accordingly such that you pay the price necessary for the services delivered.

Required Job Classification	Hourly Rate Range	Hourly Rate Average
Business Analyst	*\$47 - \$211	*\$58
Data Analyst	*\$56 - \$175	*\$72
Data Engineer	*\$78 - \$340	*\$93
Data Scientist	*\$79 - \$340	*\$94
Database Architect	*\$79 - \$340	*\$94
Programmer	*\$48 - \$340	*\$69
Project Manager	*\$79 - \$388	*\$113

**Appendix B**  
**Talent and Acquisition LLC dba Stand8**  
**Fee/Rate Structure**

**Fee/Rate Structure**

The hourly rates for each job category are included in Table 1 below. STAND 8 guarantees to keep the rates unchanged for 18 months from the submission date.

<b>Role Name</b>	<b>Role Description</b>	<b>Bill Rate/hr</b>
Business Analyst	Responsible for interacting with business stakeholders and subject matter experts in order to gather, understand, and analyze business requirements and processes.	\$120
Data Analyst	Provides accurate, complete, and meaningful reports and analysis used for business management and decision making. Analyzes data and investigates and researches anomalies.	\$120
Data Engineer	Design, develop, and maintain reliable automated data solutions based on the identification, collection, and evaluation of business requirements. Automate data pipelines to ingest, transform, analyze, validate, normalize and clean data.	\$135
Data Scientist	Build predictive models, develop algorithms, and synthesize datasets to derive actionable insights to solve business problems. Collect, combine, analyze, and interpret large datasets.	\$145
Database Architect	Maintains database integrity by determining structural requirement and developing and installing solutions. Ensures security of all information and computer systems housing digital data.	\$155
Programmer	Design and development software for both front-end and back-end applications. Test and debugging software to keep digital iterations.	\$135
Project Manager	Assist in the definition of project scope and objectives, involving all relevant stakeholders and ensuring technical feasibility. Ensure that all projects are delivered on-time, within scope and within budget. Develop a detailed project plan to monitor and track progress.	\$125

Table 1. Hourly rates for each job category that may assist the City of Los Angeles.

# CONTRACT

between

CITY OF LOS ANGELES

and

[COMPANY NAME]

THIS CONTRACT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation, (hereinafter referred to as "City"), acting by and through the Information Technology Agency ("ITA"), and [Company Name], a [State] corporation (hereinafter referred to as "Contractor", and along with the City, the "Parties").

## WITNESSETH:

**WHEREAS**, the City desires to solicit the services of various contractors to assist the City with Drupal development and support, including developing custom modules, incorporating contributed modules and dynamic functionalities, modifying the Drupal theme layer, creating websites, assisting with database installation, configuration, and migration, and fine-tuning the Database Management System (DBMS); and

**WHEREAS**, the Contractor is one of the vendors pre-qualified in the Drupal Development and Support Area of Qualification by the City following a Request for Qualifications (RFQ) on January 13, 2022, for Application Professional Services under Charter Section 375; and

**WHEREAS**, the services to be performed by the Contractor are of an expert and technical nature and are temporary and occasional in character, and competitive bidding under Charter Section 371 is not practicable, advantageous, or desirable to the City; and

**WHEREAS**, the City performed a Charter Section 1022 evaluation, and it was determined that ITA does not have sufficient staff with the required expertise and skills to perform the proposed work for current and future projects, because the workload fluctuates, the work is intermittent, and there will not be enough work to hire full-time employees year round; and

**WHEREAS**, ITA has developed policies and procedures for the use of this Contract that provide ITA with the necessary tools to ensure that the work performed under this Contract on behalf of any City department is short term in nature, consistent with the terms of this Contract, and within each department's and the Contract's expenditure authority, and it is expected that any City department using this Contract will comply

with the adopted policies and procedures in order to provide transparency and accountability.

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

## **1.0 TERM OF CONTRACT**

The term of this Contract shall commence on attestation, and shall terminate three years therefrom, or at such time as all funding provided herein has been expended, whichever occurs first. This Contract shall be subject to termination by the City if funds are not appropriated for the services provided under this Contract in the ensuing fiscal year commencing July 1.

The City reserves the right and option to renew this Contract for two (2) additional one-year periods subject to the same terms and conditions and subject to the then current Standard Provisions for City Contracts upon the written notification by the ITA General Manager or his/her designee so long as funds have been allocated for this purpose in any fiscal year.

## **2.0 COMPENSATION AND PAYMENT**

### **2.1 Total Contract Expenditure**

The City's total obligation under this Contract shall not exceed \$5,000,000.00. The Contractor further understands and agrees that execution of this Contract neither guarantees that the Contractor's services will be utilized under this Contract nor that the City will request or award any minimum amount of services from Contractor. Contractor shall not receive any payment for any services provided under this Contract unless a compensation amount is confirmed by ITA in a Notice to Proceed ("NTP") and the provision of the services to be compensated has been appropriately invoiced with documentation that has been approved by ITA.

### **2.2 Invoices**

Contractor shall submit invoices to the City as follows:

Contractor shall submit invoices, with all supporting backup documentation, to the City department issuing the NTP ("NTP Department") at the address specified in each project's NTP upon completion and acceptance of the deliverables for which payment is being requested, which shall be in accordance with any payment milestone deliverable schedule set forth in the NTP. Payment of invoices will be subject to approval by the City.



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

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

All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or contain other unique and identifying information such as name and address of Contractor. Invoices shall be submitted within 30 days of performance of services. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City Project Manager.

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

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

### **3.0 STATEMENT OF WORK, TOS, AND NTP**

The Contractor hereby agrees to participate in a Task Order Solicitation (TOS) process (detailed in Section 3.1), which the City will conduct to award projects under this

Agreement on an as-needed basis. The award of a project or work order under this Contract will be initiated by a solicitation of proposals for the project under a TOS from the firms pre-qualified under the Application Professional Services Request for Qualifications in the Drupal Development and Support service area.

If selected for a project, the Contractor shall be issued a Notice to Proceed (NTP) by the City department for whom the project is to be performed and approved in writing by ITA (detailed in Section 3.2).

The engaged services and the scope of the project defined in the NTP under this Contract are restricted to Drupal Development and Support-related work only, including but not limited to the following: developing custom modules and dynamic functionalities, incorporating contributed modules, modifying the Drupal theme layer, creating websites, assisting with database installation, configuration, and migration, and fine-tuning the Database Management System (DBMS).

Contractor understands that the City may have, or subsequently enter into, other contracts with firms for identical or similar services; therefore, Contractor agrees that this Contract does not grant an exclusive right to Contractor to provide any or all of the services to be performed under this Contract.

### **3.1 TOS Responses**

Proposals for project award will be selected based on submitted project plans, estimated cost, and assigned Contractor personnel's experiences, qualifications, and skill sets.

In addition to any other requirements for proposals as set forth in any TOS project request, Contractor must provide project and implementation plans to include the following:

- Description of the proposed solution and how it will meet the requirements to satisfy the objectives;
- Detailed project tasks, subtasks, and dependencies with project milestones and deliverables, including the methodology and technology that will be utilized;
- Project costs;
- Project resources needed;
- Project schedules with start and target completion dates for each task;
- Any additional information requested in the TOS.

Contractor must also provide information for each of their assigned personnel, including:

- A description of the services they will perform;
- A brief statement of experience and background of assigned personnel, including the number of years of their experience, their title or function while gaining the experience, and the end dates of the projects cited for their experience; and
- A description of a few significant application systems they have implemented using Drupal.

Estimated pricing shall be based on fees and rates submitted as part of the Contractor's Response to the RFQ, hereto included as part of this Contract as Appendix B: Rate Sheets.

### **3.2 Notice to Proceed (NTP)**

If Contractor's TOS Response is selected, the City Department that issued the TOS shall issue an NTP, which shall be approved in writing by ITA. The NTP shall provide the Statement of Work (SOW), scope of services, duration of the engagement, budget for the project, contingency amount, a cost not to exceed for the project, and a list of payment milestones and deliverables. Contractor agrees to perform the work as described in the NTP in accordance with its TOS Response and the NTP. In the event of a conflict between the provisions set forth in the TOS Response and the NTP, the NTP shall control.

Contractor shall complete the work within the not-to-exceed amount and project schedule as set forth in the NTP unless changes to the NTP are approved by the NTP Department and ITA, as provided in Section 5 below.

No work on a project is authorized until the City issues an ITA-approved NTP to the selected firm for such project.

The terms of the NTP issued under this Agreement shall be incorporated and made a part of this Contract upon approval of the NTP by authorized signatories of ITA, the NTP Department, and Contractor. In the event of any conflict between the terms of any NTP and this Agreement, the terms of this Agreement shall control.

### **3.3 Data and Communication**

Subsequent to the issuance of an NTP and upon project commencement, Contractor must provide, at a minimum, biweekly project status reports to the NTP Department, with a copy to ITA.

Contractor shall schedule regular project update status meetings when appropriate.

### 3.4 Deliverables

Contractor must provide to the City the following items and services over the course of the project, and compile and submit them to the City at project completion:

- Solution Requirements Specification Document:
  - Project goals and objectives
  - Project scope
  - Requirements Traceability Plan: Document that links requirements throughout the validation process to ensure that all requirements defined for a system are tested
- Solution Design Specification Document:
  - Wireframes and/or prototype
  - Functional design specification
  - Interface specifications and design document
- Source Code (if created):
  - Delivery into City's source code Git-technology-based repository
  - Application source code
  - Scripts
  - APIs
- Test Strategy and Test Plan:
  - Master Test Strategy: High-level document that defines the testing approach
  - Detailed Testing Plan: Unit, integration, regression, system, performance, functional, end-to-end, etc.
  - Test scenarios, test cases, and test scripts
- User Acceptance Test (UAT):
  - Documented test results
  - Documented evidence of successful end-user testing
  - User sign off
- Implementation and Installation Procedures:
  - Data conversion plan
  - Implementation plan
  - Deployment plan
- Database Documentation:
  - Database design
  - Data dictionary
- Documentation
  - Technical:
    - Documentation with instructions on how to deploy custom-built applications
    - Documentation on post-implementation support, including network diagram, detailed database design, system

environment design, installation guide, system configuration guide, standard operating procedures manual, troubleshooting guide, etc.

- Functional:
  - End-user guides and manuals
- Training (formats may include, but are not limited to, onsite, classroom, live-online, online video, or self-paced for an individual or a group):
  - Technical:
    - Provide written training materials
    - Deliver knowledge transfer and training to City technical staff on the implementation of the software system installation, system upgrade, system configuration, system performance tuning, system integration, and data migration
    - Work with City staff to train them to support and maintain developed work, including a training course specific to the application development, as needed
  - End-User:
    - Deliver written training manual
    - Provide application training to end-users
    - Provide train-the-trainer services specific to the developed application
    - Provide educational materials, including help text, contextual help, and video guides
  - System Walkthrough.

Contractor's deliverables must meet the following requirements before the work under the applicable NTP can be determined satisfactorily completed:

- System requirements and operations met, as documented by UATs, security reviews, and audits;
- Environment built with acceptable levels of system performance, system benchmark, security, reliability, and scalability;
- Compatibility with other existing applications running on the City server;
- Development of unit tests and UAT scripts;
- Review and validation of tests (i.e., unit, functional, system, integration, stress, performance, etc.) and test results;
- Regression and QA Acceptance Test Approval;
- UAT Approval and Sign-off.

#### **4.0 PERSONNEL**

The City shall have the right to review and approve any personnel who are assigned to work under this Contract. Contractor personnel may be subject to LAPD background checks at the sole discretion of the City.

The Contractor agrees to remove personnel from performing work for any project under this Contract if requested to do so by the City upon one (1) day's written notice. At the City's request, Contractor shall replace the removed employee with one approved by the City within five (5) working days.

#### **4.1 Subcontracting**

For some projects, City departments may determine that the use of subcontractors is appropriate. If subcontracting is allowed, it shall be so indicated in the TOS for the project, and in those circumstances, Contractor will be required to perform outreach through the Regional Alliance Marketplace for Procurement (RAMP, found at <https://www.rampla.org>) in order to comply with the City's Business Inclusion Program (BIP) requirements before a specific project is awarded. More information about a BIP requirement will be provided to the Contractor prior to the award of a project or work order requiring compliance with BIP. Details about the program are available at <https://www.rampla.org>.

### **5.0 NTP MODIFICATIONS**

Contractor agrees that the NTP is a binding commitment of Contractor to deliver services for the project set forth in the NTP upon the terms and conditions of the NTP (including all timelines, deliverables, and costs). Any proposed modifications to an authorized NTP to address additional needed services, work, tasks, deliverables, or costs associated with the project authorized under the NTP or to address changed conditions for such projects shall be approved by the Contractor, the NTP Department, and ITA prior to such modifications being effective. Any such modifications shall be evidenced by a duly executed Change Order to the applicable NTP, which shall be processed in accordance with the Change Order Procedure in Section 5.1. Contractor acknowledges and agrees that a Change Order shall be approved only if it is within the original project scope of the NTP, if it is within the budgeted contingency amount for the project, and if it does not unreasonably (within the determination of ITA) extend the duration of time of the original project.

The Contractor shall notify the NTP Department in writing as soon as the Contractor becomes aware that a Change Order may be necessary.

#### **5.1 Change Order Procedure**

Contractor shall provide the NTP Department with a detailed cost estimate, an updated timeline, and an adjusted project plan, including identification of all required personnel, rates, and hours of effort, for the requested Change Order proposal.

Upon the NTP Department's review and preliminary approval of the Contractor's requested Change Order, the department and Contractor shall cooperatively work to develop a final Change Order for final approval by the NTP Department and ITA.

All Change Orders shall not be deemed final until approved by ITA, and ITA shall have the sole discretion of approving or rejecting any Change Order requests. Contractor shall not provide any services on any Change Order unless such Change Order is deemed finalized as evidenced by the execution of the Change Order by the NTP Department and ITA. When executed by all Parties, the Change Order will be incorporated as an official change to the NTP and will be incorporated and made a part of this Agreement. Both the City and Contractor will maintain formal documentation denoting officially executed Change Orders.

## **6.0 IMPLEMENTATION WARRANTY, POST-PRODUCTION STANDARD, AND EXTENDED SUPPORT**

Contractor agrees to provide a 90-day warranty and post-production service support for all work performed under each NTP. The warranty shall become effective after the project for the NTP has been implemented in production and the UAT has been signed off by the NTP Department and ITA. The post-production support coverage period shall be 90 days at no additional cost to the City. The warranty will cover, but is not limited to, system troubleshooting, errors/defects fixing, code remedy, system validation and correction, system performance improvement, and documentation update.

The City will consider an optional six-month to one-year support plan for work performed under each NTP if offered by Contractor. TOS responses must specify the option of such extended support plan, its pricing, and what will be covered under the plan – for example, basic security upgrades based on what may become known as security vulnerabilities, basic bug fixes, etc.

## **7.0 TRAVEL**

The City will not reimburse any travel expenses by the Contractor incurred while performing services under this Agreement.

## **8.0 CONTRACT AUDITS**

Contractor agrees that the City or its delegates will have the right to review, obtain, and copy all records pertaining to performance of this Contract. Contractor agrees to provide the City or its delegate, at no cost, any relevant information requested and shall permit the City or its delegate access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter

under investigation for the purpose of determining compliance with this requirement. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Contract.

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

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

### **9.1 Parties to the Contract**

The Parties to this Contract are:

1. **City:** The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
2. **Contractor:** <Contractor Name>, having its principal office at <Contractor address.>

### **9.2 Contractor's Representative**

Contractor hereby appoints the following person to represent Contractor with respect to all matters pertaining to this Contract. Said representative shall be responsible for submitting all of the respective notices, reports, invoices, and other documents or information as required by this Contract.

Name:

Title:

Address:

Telephone: (xxx) xxx-xxxx

E-Mail:

### **9.3 City's Representative**

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

Name: Tita Zara

Title: Acting Assistant General Manager

Address: 200 North Main Street, Room 1400



Los Angeles, CA 90012

Telephone: (213) 978-3346

E-mail: tita.zara@lacity.org

#### **9.4 City's Project Manager**

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

Name: Coco Lohr

Title: Programmer/Analyst V

Address: 200 N. Main St., CHE XXXX

Los Angeles, CA 90012

Telephone: (213) 978-0212

E-mail: coco.lohr@lacity.org

#### **9.5 Formal Communications**

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

Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

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

#### **10.0 NAME CHANGE**

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

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

Contractor shall comply with Los Angeles Administrative Code Section 10.50 et seq., (Disclosure of Border Wall Contracting). City may terminate this Contract at any time if City determines that contractor failed to fully and accurately complete the required

affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

## **12.0 CONTRACTOR PERFORMANCE EVALUATION**

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

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

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

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

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

## **15.0 ELECTRONIC SIGNATURES**

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

## **16.0 STANDARD PROVISIONS**

Contractor shall comply with the provisions set forth in the Standard Provisions for City Contracts (Rev. 10/21)[v.4] (Appendix A).

## **17.0 APPENDICES**

The following appendices are hereby incorporated into and made a part of this Contract:

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

Appendix B: Rate sheet

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

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

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

APPROVED AS TO FORM:

Michael N. Feuer

City Attorney

CITY OF LOS ANGELES:

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

Joshua M. Templet

Deputy City Attorney

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

Tita Zara

Acting Assistant General Manager

Information Technology Agency

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

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

ATTEST: Holly Wolcott

City Clerk

CONTRACTOR

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

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

«COMPANY\_NAME»

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

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

## **APPENDIX A**

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

## STANDARD PROVISIONS FOR CITY CONTRACTS

### TABLE OF CONTENTS

<b>PSC-1</b>	<u>Construction of Provisions and Titles Herein</u> .....	<b>1</b>
<b>PSC-2</b>	<u>Applicable Law, Interpretation and Enforcement</u> .....	<b>1</b>
<b>PSC-3</b>	<u>Time of Effectiveness</u> .....	<b>1</b>
<b>PSC-4</b>	<u>Integrated Contract</u> .....	<b>2</b>
<b>PSC-5</b>	<u>Amendment</u> .....	<b>2</b>
<b>PSC-6</b>	<u>Excusable Delays</u> .....	<b>2</b>
<b>PSC-7</b>	<u>Waiver</u> .....	<b>2</b>
<b>PSC-8</b>	<u>Suspension</u> .....	<b>3</b>
<b>PSC-9</b>	<u>Termination</u> .....	<b>3</b>
<b>PSC-10</b>	<u>Independent Contractor</u> .....	<b>5</b>
<b>PSC-11</b>	<u>Contractor's Personnel</u> .....	<b>5</b>
<b>PSC-12</b>	<u>Assignment and Delegation</u> .....	<b>6</b>
<b>PSC-13</b>	<u>Permits</u> .....	<b>6</b>
<b>PSC-14</b>	<u>Claims for Labor and Materials</u> .....	<b>6</b>
<b>PSC-15</b>	<u>Current Los Angeles City Business Tax Registration Certificate Required</u> ....	<b>6</b>
<b>PSC-16</b>	<u>Retention of Records, Audit and Reports</u> .....	<b>6</b>
<b>PSC-17</b>	<u>Bonds</u> .....	<b>7</b>
<b>PSC-18</b>	<u>Indemnification</u> .....	<b>7</b>
<b>PSC-19</b>	<u>Intellectual Property Indemnification</u> .....	<b>7</b>
<b>PSC-20</b>	<u>Intellectual Property Warranty</u> .....	<b>8</b>
<b>PSC-21</b>	<u>Ownership and License</u> .....	<b>8</b>
<b>PSC-22</b>	<u>Data Protection</u> .....	<b>9</b>

## TABLE OF CONTENTS (Continued)

<b>PSC-23</b>	<u>Insurance</u> .....	<b>9</b>
<b>PSC-24</b>	<u>Best Terms</u> .....	<b>9</b>
<b>PSC-25</b>	<u>Warranty and Responsibility of Contractor</u> .....	<b>10</b>
<b>PSC-26</b>	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u> .....	<b>10</b>
<b>PSC-27</b>	<u>Child Support Assignment Orders</u> .....	<b>10</b>
<b>PSC-28</b>	<u>Living Wage Ordinance</u> .....	<b>11</b>
<b>PSC-29</b>	<u>Service Contractor Worker Retention Ordinance</u> .....	<b>11</b>
<b>PSC-30</b>	<u>Access and Accommodations</u> .....	<b>11</b>
<b>PSC-31</b>	<u>Contractor Responsibility Ordinance</u> .....	<b>12</b>
<b>PSC-32</b>	<u>Business Inclusion Program</u> .....	<b>12</b>
<b>PSC-33</b>	<u>Slavery Disclosure Ordinance</u> .....	<b>12</b>
<b>PSC-34</b>	<u>First Source Hiring Ordinance</u> .....	<b>12</b>
<b>PSC-35</b>	<u>Local Business Preference Ordinance</u> .....	<b>12</b>
<b>PSC-36</b>	<u>Iran Contracting Act</u> .....	<b>12</b>
<b>PSC-37</b>	<u>Restrictions on Campaign Contributions in City Elections</u> .....	<b>12</b>
<b>PSC-38</b>	<u>Contractors' Use of Criminal History for Consideration of Employment Applications</u> .....	<b>13</b>
<b>PSC-39</b>	<u>Limitation of City's Obligation to Make Payment to Contractor</u> .....	<b>13</b>
<b>PSC-40</b>	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u> .....	<b>14</b>
<b>PSC-41</b>	<u>Compliance with California Public Resources Code Section 5164</u> .....	<b>14</b>
<b>PSC-42</b>	<u>Possessory Interests Tax</u> .....	<b>14</b>
<b>PSC-43</b>	<u>Confidentiality</u> .....	<b>15</b>
<b>PSC-44</b>	<u>COVID-19</u> .....	<b>15</b>
<b>Exhibit 1</b>	<u>Insurance Contractual Requirements</u> .....	<b>16</b>

## STANDARD PROVISIONS FOR CITY CONTRACTS

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

## **PSC-8. Suspension**

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

## **PSC-9. Termination**

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

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

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

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

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

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

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

#### **PSC-10. Independent Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

**PSC-22. Data Protection**

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

**PSC-23. Insurance**

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

**PSC-24. Best Terms**

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



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

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

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

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

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

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

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

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

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

**PSC-28. Living Wage Ordinance**

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

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

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

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

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

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

### **PSC-31. Contractor Responsibility Ordinance**

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

### **PSC-32. Business Inclusion Program**

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

### **PSC-33. Slavery Disclosure Ordinance**

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

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

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

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

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

### **PSC-36. Iran Contracting Act**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PSC-42. Possessory Interests Tax**

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

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

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

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

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.



## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

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

### **CONTRACTUAL REQUIREMENTS**

#### **CONTRACTOR AGREES THAT:**

**1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

**3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

**4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

**5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

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



## Required Insurance and Minimum Limits

Name: \_\_\_\_\_

Date: 05/26/2020Agreement/Reference: RFQ - DRUPAL PROFESSIONAL SERVICES

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

Limits


**Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$1,000,000
☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

**General Liability**
\$1,000,000
☒ Products/Completed Operations

☐ Sexual Misconduct

☐ Fire Legal Liability

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

**Professional Liability** (Errors and Omissions)
\$1,000,000Discovery Period 12 Months After Completion of Work or Date of Termination (\$2MM Aggregate)
**Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage

☐ Boiler and Machinery

☐ Flood

☐ Builder's Risk

☐ Earthquake

☐
**Pollution Liability**
☐
**Surety Bonds** - Performance and Payment (Labor and Materials) Bonds

100% of the contract price

**Crime Insurance**
**Other:** 1) Professional Liability to include Cyber Liability and Data Breach

2) In the absence of imposed Automobile Liability requirements, all Contractors using vehicles during the course of the contract must adhere to the financial responsibility laws of the State of California.

## **DRUPAL RATES**

**Appendix B**  
**Deloitte Consulting LLP**  
**Fee/Rate Structure**

## PROPOSED FEE AND RATE STRUCTURE

Our rates are intended to convey our strong interest to work with the City of Los Angeles. Deloitte's global scale, deep experience across commercial and government client networks, and our multitude of accelerators bring value beyond simple hourly rates. Deloitte's holistic expertise across all four Areas of Qualification allows the City to work across teams cohesively, consistently, securely, and at scale. The value of having one vendor who brings strength in all areas will allow the City to leverage common project management and account management, avoid finger-pointing across vendors, and will streamline cost and speed of delivery. With Deloitte, our accelerators are yours to use without additional cost, eliminating the need for multiple layers of licensing. With risk and quality assessments spanning multiple projects baked into our approach and rates, we can accelerate delivery times, keep implementation costs low, while maintaining the high quality of work expected by Deloitte and the City of Los Angeles.

Deloitte believes that fees alone should not be the determining factor in selecting a service provider. The decision should also be based on the vendor's ability to provide the level of service characteristic of an industry leader. With Deloitte, you can be confident that we won't be learning on the job and can deliver at the highest level.

In addition to this RFQ response, we look forward to the opportunity to bid on fixed bid task orders. Our preference is to always sit down with our clients to determine the precise level of work necessary for each task and price it accordingly such that you pay the price necessary for the services delivered.

Required Job Classification	Hourly Rate Range	Hourly Rate Average
Programmer	*\$48 - \$340	*\$74
Project Manager	*\$79 - \$388	*\$113
Technical Account Manager	*\$56 - \$273	*\$79
Web Developer	*\$38 - \$181	*\$61

NOTE: Our proposed average RPH assumes a large project team across all four Areas of Qualification, allowing Deloitte to leverage our full global and US capabilities.

**Appendix B**  
**Slalom LLC**  
**Fee/Rate Structure**

# Drupal Development and Support

## Proposed Fee and Rate Structure

We have provided hourly rates below for the roles requested in the Drupal Development and Support section.

Role Title	Hourly Rate
Project Manager	\$240
Programmer	\$217
Technical Account Manager	\$237
Web Developer	\$217

**Appendix B**  
**The Glue**  
**Fee/Rate Structure**

**c) Fee/Rate Structure**

<b>Job Classification</b>	<b>Cost Rate per Hour</b>
Database Architect	\$185
Project Manager	\$135
Programmer	\$185
System Administrator	\$200
Trainer	\$135



**Appendix B**  
**Trinus Corp.**  
**Fee/Rate Structure**

### Fee/Rate Structure

Job Classification	Hourly Rate (Onsite)	Hourly Rate (Onshore Remote)	Hourly Rate (Offshore)
Programmer	\$87.90	\$80.40	\$38.80
Project Manager	\$105.30	\$78.20	\$47.60
Technical Account Manager	\$115.60	\$88.74	\$50.20
Web Developer	\$95.45	\$85.40	\$54.10

# CONTRACT

between

CITY OF LOS ANGELES

and

[COMPANY NAME]

THIS CONTRACT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation, (hereinafter referred to as "City"), acting by and through the Information Technology Agency ("ITA"), and [Company Name], a [State] corporation (hereinafter referred to as "Contractor," and along with the City, the "Parties").

## WITNESSETH:

**WHEREAS**, the City desires to solicit the services of various contractors to assist the City with graphics and media projects, including brand identity, infographics, creating mock-ups, wireframes, and storyboards for websites and apps, UX/UI design, environmental designs for wayfinding and exhibits, and producing reports and presentations; and

**WHEREAS**, the Contractor is one of the vendors pre-qualified in the Graphics and Media Area of Qualification by the City following a Request for Qualifications (RFQ) on January 13, 2022, for Application Professional Services under Charter Section 375; and

**WHEREAS**, the services to be performed by the Contractor are of an expert and technical nature and are temporary and occasional in character, and competitive bidding under Charter Section 371 is not practicable, advantageous, or desirable to the City; and

**WHEREAS**, the City performed a Charter Section 1022 evaluation, and it was determined that ITA does not have sufficient staff with the required expertise and skills to perform the proposed work for current and future projects, because the workload fluctuates, the work is intermittent, and there will not be enough work to hire full-time employees year round; and

**WHEREAS**, ITA has developed policies and procedures for the use of this Contract that provide ITA with the necessary tools to ensure that the work performed under this Contract on behalf of any City department is short term in nature, consistent with the terms of this Contract, and within each department's and the Contract's expenditure authority, and it is expected that any City department using this Contract will comply

with the adopted policies and procedures in order to provide transparency and accountability.

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

## **1.0 TERM OF CONTRACT**

The term of this Contract shall commence on attestation, and shall terminate three years therefrom, or at such time as all funding provided herein has been expended, whichever occurs first. This Contract shall be subject to termination by the City if funds are not appropriated for the services provided under this Contract in the ensuing fiscal year commencing July 1.

The City reserves the right and option to renew this Contract for two (2) additional one-year periods subject to the same terms and conditions and subject to the then current Standard Provisions for City Contracts upon the written notification by the ITA General Manager or his/her designee so long as funds have been allocated for this purpose in any fiscal year.

## **2.0 COMPENSATION AND PAYMENT**

### **2.1 Total Contract Expenditure**

The City's total obligation under this Contract shall not exceed \$5,000,000.00. The Contractor further understands and agrees that execution of this Contract neither guarantees that the Contractor's services will be utilized under this Contract nor that the City will request or award any minimum amount of services from Contractor. Contractor shall not receive any payment for any services provided under this Contract unless a compensation amount is confirmed by ITA in a Notice to Proceed ("NTP") and the provision of the services to be compensated has been appropriately invoiced with documentation that has been approved by ITA.

### **2.2 Invoices**

Contractor shall submit invoices to the City as follows:

Contractor shall submit invoices, with all supporting backup documentation, to the City department issuing the NTP ("NTP Department") at the address specified in each project's NTP upon completion and acceptance of the deliverables for which payment is being requested, which shall be in accordance with any payment milestone deliverable schedule set forth in the NTP. Payment of invoices will be subject to approval by the City.

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

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

All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or contain other unique and identifying information such as name and address of Contractor. Invoices shall be submitted within 30 days of performance of services. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City Project Manager.

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

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

### **3.0 STATEMENT OF WORK, TOS, AND NTP**

The Contractor hereby agrees to participate in a Task Order Solicitation (TOS) process (detailed in Section 3.1), which the City will conduct to award projects under this Agreement on an as-needed basis. The award of a project or work order under this Contract will be initiated by a solicitation of proposals for the project under a TOS from the firms pre-qualified under the Application Professional Services Request for Qualifications in the Graphics and Media service area.

If selected for a project, the Contractor shall be issued a Notice to Proceed (NTP) by the City department for whom the project is to be performed and approved in writing by ITA (detailed in Section 3.2).

The engaged services and the scope of the project defined in the NTP under this Contract are restricted to Graphics and Media work only, including but not limited to the following: brand identity, infographics, creating mock-ups, wireframes, and storyboards for websites and apps, UX/UI design, environmental designs for wayfinding and exhibits, and producing reports and presentations. Contractor understands that the City may have, or subsequently enter into, other contracts with firms for identical or similar services; therefore, Contractor agrees that this Contract does not grant an exclusive right to Contractor to provide any or all of the services to be performed under this Contract.

### **3.1 TOS Responses**

Proposals for project award will be selected based on submitted project plans, estimated cost, and assigned Contractor personnel's experiences, qualifications, and skill sets.

In addition to any other requirements for proposals as set forth in any TOS project request, Contractor must provide project and implementation plans to include the following:

- Description of the proposed solution and how it will meet the requirements to satisfy the objectives;
- Detailed project tasks, subtasks, and dependencies with project milestones and deliverables, including the methodology and technology that will be utilized;
- Project costs;
- Project resources needed;
- Project schedules with start and target completion dates for each task;
- Any additional information requested in the TOS.

Contractor must also provide information for each of their assigned personnel, including:

- A description of the services they will perform;
- A brief statement of experience and background of assigned personnel, including the number of years of their experience, their title or function while gaining the experience, and the end dates of the projects cited for their experience; and
- A description of a few significant application systems they have implemented using Graphics and Media.

Estimated pricing shall be based on fees and rates submitted as part of the Contractor's Response to the RFQ, hereto included as part of this Contract as Appendix B: Rate Sheets.

### **3.2 Notice to Proceed (NTP)**

If Contractor's TOS Response is selected, the City Department that issued the TOS shall issue an NTP, which shall be approved in writing by ITA. The NTP shall provide the Statement of Work (SOW), scope of services, duration of the engagement, budget for the project, contingency amount, a cost not to exceed for the project, and a list of payment milestones and deliverables. Contractor agrees to perform the work as described in the NTP in accordance with its TOS Response and the NTP. In the event of a conflict between the provisions set forth in the TOS Response and the NTP, the NTP shall control.

Contractor shall complete the work within the not-to-exceed amount and project schedule as set forth in the NTP unless changes to the NTP are approved by the NTP Department and ITA, as provided in Section 5 below.

No work on a project is authorized until the City issues an ITA-approved NTP to the selected firm for such project.

The terms of the NTP issued under this Agreement shall be incorporated and made a part of this Contract upon approval of the NTP by authorized signatories of ITA, the NTP Department, and Contractor. In the event of any conflict between the terms of any NTP and this Agreement, the terms of this Agreement shall control.

### **3.3 Data and Communication**

Subsequent to the issuance of an NTP and upon project commencement, Contractor must provide, at a minimum, biweekly project status reports to the NTP Department, with a copy to ITA.

Contractor shall schedule regular project update status meetings when appropriate.

### 3.4 Deliverables

Contractor must provide to the City the following items and services over the course of the project, and compile and submit them to the City at project completion:

- Solution Requirements Specification Document:
  - Project goals and objectives
  - Project scope
  - Requirements Traceability Plan: Document that links requirements throughout the validation process to ensure that all requirements defined for a system are tested
- Solution Design Specification Document:
  - Wireframes and/or prototype
  - Functional design specification
  - Interface specifications and design document
- Source Code (if created):
  - Delivery into City's source code Git-technology-based repository
  - Application source code
  - Scripts
  - APIs
- Test Strategy and Test Plan:
  - Master Test Strategy: High-level document that defines the testing approach
  - Detailed Testing Plan: Unit, integration, regression, system, performance, functional, end-to-end, etc.
  - Test scenarios, test cases, and test scripts
- User Acceptance Test (UAT):
  - Documented test results
  - Documented evidence of successful end-user testing
  - User sign off
- Implementation and Installation Procedures:
  - Data conversion plan
  - Implementation plan
  - Deployment plan
- Database Documentation:
  - Database design
  - Data dictionary
- Documentation
  - Technical:
    - Documentation with instructions on how to deploy custom-built applications
    - Documentation on post-implementation support, including network diagram, detailed database design, system



environment design, installation guide, system configuration guide, standard operating procedures manual, troubleshooting guide, etc.

- Functional:
  - End-user guides and manuals
- Training (formats may include, but are not limited to, onsite, classroom, live-online, online video, or self-paced for an individual or a group):
  - Technical:
    - Provide written training materials
    - Deliver knowledge transfer and training to City technical staff on the implementation of the software system installation, system upgrade, system configuration, system performance tuning, system integration, and data migration
    - Work with City staff to train them to support and maintain developed work, including a training course specific to the application development, as needed
  - End-User:
    - Deliver written training manual
    - Provide application training to end-users
    - Provide train-the-trainer services specific to the developed application
    - Provide educational materials, including help text, contextual help, and video guides
  - System Walkthrough.

Contractor's deliverables must meet the following requirements before the work under the applicable NTP can be determined satisfactorily completed:

- System requirements and operations met, as documented by UATs, security reviews, and audits;
- Environment built with acceptable levels of system performance, system benchmark, security, reliability, and scalability;
- Compatibility with other existing applications running on the City server;
- Development of unit tests and UAT scripts;
- Review and validation of tests (i.e., unit, functional, system, integration, stress, performance, etc.) and test results;
- Regression and QA Acceptance Test Approval;
- UAT Approval and Sign-off.

#### **4.0 PERSONNEL**

The City shall have the right to review and approve any personnel who are assigned to work under this Contract. Contractor personnel may be subject to LAPD background checks at the sole discretion of the City.

The Contractor agrees to remove personnel from performing work for any project under this Contract if requested to do so by the City upon one (1) day's written notice. At the City's request, Contractor shall replace the removed employee with one approved by the City within five (5) working days.

#### **4.1 Subcontracting**

For some projects, City departments may determine that the use of subcontractors is appropriate. If subcontracting is allowed, it shall be so indicated in the TOS for the project, and in those circumstances, Contractor will be required to perform outreach through the Regional Alliance Marketplace for Procurement (RAMP, found at <https://www.rampla.org>) in order to comply with the City's Business Inclusion Program (BIP) requirements before a specific project is awarded. More information about a BIP requirement will be provided to the Contractor prior to the award of a project or work order requiring compliance with BIP. Details about the program are available at <https://www.rampla.org>.

### **5.0 NTP MODIFICATIONS**

Contractor agrees that the NTP is a binding commitment of Contractor to deliver services for the project set forth in the NTP upon the terms and conditions of the NTP (including all timelines, deliverables, and costs). Any proposed modifications to an authorized NTP to address additional needed services, work, tasks, deliverables, or costs associated with the project authorized under the NTP or to address changed conditions for such projects shall be approved by the Contractor, the NTP Department, and ITA prior to such modifications being effective. Any such modifications shall be evidenced by a duly executed Change Order to the applicable NTP, which shall be processed in accordance with the Change Order Procedure in Section 5.1. Contractor acknowledges and agrees that a Change Order shall be approved only if it is within the original project scope of the NTP, if it is within the budgeted contingency amount for the project, and if it does not unreasonably (within the determination of ITA) extend the duration of time of the original project.

The Contractor shall notify the NTP Department in writing as soon as the Contractor becomes aware that a Change Order may be necessary.

#### **5.1 Change Order Procedure**

Contractor shall provide the NTP Department with a detailed cost estimate, an updated timeline, and an adjusted project plan, including identification of all required personnel, rates, and hours of effort, for the requested Change Order proposal.

Upon the NTP Department's review and preliminary approval of the Contractor's requested Change Order, the department and Contractor shall cooperatively work to develop a final Change Order for final approval by the NTP Department and ITA.

All Change Orders shall not be deemed final until approved by ITA, and ITA shall have the sole discretion of approving or rejecting any Change Order requests. Contractor shall not provide any services on any Change Order unless such Change Order is deemed finalized as evidenced by the execution of the Change Order by the NTP Department and ITA. When executed by all Parties, the Change Order will be incorporated as an official change to the NTP and will be incorporated and made a part of this Agreement. Both the City and Contractor will maintain formal documentation denoting officially executed Change Orders.

## **6.0 IMPLEMENTATION WARRANTY, POST-PRODUCTION STANDARD, AND EXTENDED SUPPORT**

Contractor agrees to provide a 90-day warranty and post-production service support for all work performed under each NTP. The warranty shall become effective after the project for the NTP has been implemented in production and the UAT has been signed off by the NTP Department and ITA. The post-production support coverage period shall be 90 days at no additional cost to the City. The warranty will cover, but is not limited to, system troubleshooting, errors/defects fixing, code remedy, system validation and correction, system performance improvement, and documentation update.

The City will consider an optional six-month to one-year support plan for work performed under each NTP if offered by Contractor. TOS responses must specify the option of such extended support plan, its pricing, and what will be covered under the plan – for example, basic security upgrades based on what may become known as security vulnerabilities, basic bug fixes, etc.

## **7.0 TRAVEL**

The City will not reimburse any travel expenses by the Contractor incurred while performing services under this Agreement.

## **8.0 CONTRACT AUDITS**

Contractor agrees that the City or its delegates will have the right to review, obtain, and copy all records pertaining to performance of this Contract. Contractor agrees to provide the City or its delegate, at no cost, any relevant information requested and shall permit the City or its delegate access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter

under investigation for the purpose of determining compliance with this requirement. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Contract.

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

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

### **9.1 Parties to the Contract**

The Parties to this Contract are:

1. **City:** The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
2. **Contractor:** <Contractor Name>, having its principal office at <Contractor address.>

### **9.2 Contractor's Representative**

Contractor hereby appoints the following person to represent Contractor with respect to all matters pertaining to this Contract. Said representative shall be responsible for submitting all of the respective notices, reports, invoices, and other documents or information as required by this Contract.

Name: [REDACTED]

Title: [REDACTED]

Address: [REDACTED]

[REDACTED]

Telephone: (xxx) xxx-xxxx [REDACTED]

E-Mail: [REDACTED]

### **9.3 City's Representative**

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

Name: Tita Zara

Title: Acting Assistant General Manager

Address: 200 North Main Street, Room 1400  
Los Angeles, CA 90012  
Telephone: (213) 978-3346  
E-mail: tita.zara@lacity.org

#### **9.4 City's Project Manager**

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

Name: Coco Lohr  
Title: Programmer/Analyst V  
Address: 200 N. Main St., CHE 10th Floor  
Los Angeles, CA 90012  
Telephone: (213) 978-0212  
E-mail: coco.lohr@lacity.org

#### **9.5 Formal Communications**

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

Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

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

#### **10.0 NAME CHANGE**

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

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

Contractor shall comply with Los Angeles Administrative Code Section 10.50 et seq., (Disclosure of Border Wall Contracting). City may terminate this Contract at any time if

City determines that contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

## **12.0 CONTRACTOR PERFORMANCE EVALUATION**

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

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

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

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

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

## **15.0 ELECTRONIC SIGNATURES**

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

## **16.0 STANDARD PROVISIONS**

Contractor shall comply with the provisions set forth in the Standard Provisions for City Contracts (Rev. 10/21)[v.4] (Appendix A).

## **17.0 APPENDICES**

The following appendices are hereby incorporated into and made a part of this Contract:

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

Appendix B: Rate sheet

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

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

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

APPROVED AS TO FORM:

Michael N. Feuer

City Attorney

CITY OF LOS ANGELES:

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

Joshua M. Templet

Deputy City Attorney

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

Tita Zara

Acting Assistant General Manager

Information Technology Agency

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

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

ATTEST: Holly Wolcott

City Clerk

CONTRACTOR

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

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

«COMPANY\_NAME»

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

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



## **APPENDIX A**

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

## STANDARD PROVISIONS FOR CITY CONTRACTS

### TABLE OF CONTENTS

<b>PSC-1</b>	<u>Construction of Provisions and Titles Herein</u> .....	<b>1</b>
<b>PSC-2</b>	<u>Applicable Law, Interpretation and Enforcement</u> .....	<b>1</b>
<b>PSC-3</b>	<u>Time of Effectiveness</u> .....	<b>1</b>
<b>PSC-4</b>	<u>Integrated Contract</u> .....	<b>2</b>
<b>PSC-5</b>	<u>Amendment</u> .....	<b>2</b>
<b>PSC-6</b>	<u>Excusable Delays</u> .....	<b>2</b>
<b>PSC-7</b>	<u>Waiver</u> .....	<b>2</b>
<b>PSC-8</b>	<u>Suspension</u> .....	<b>3</b>
<b>PSC-9</b>	<u>Termination</u> .....	<b>3</b>
<b>PSC-10</b>	<u>Independent Contractor</u> .....	<b>5</b>
<b>PSC-11</b>	<u>Contractor's Personnel</u> .....	<b>5</b>
<b>PSC-12</b>	<u>Assignment and Delegation</u> .....	<b>6</b>
<b>PSC-13</b>	<u>Permits</u> .....	<b>6</b>
<b>PSC-14</b>	<u>Claims for Labor and Materials</u> .....	<b>6</b>
<b>PSC-15</b>	<u>Current Los Angeles City Business Tax Registration Certificate Required</u> ....	<b>6</b>
<b>PSC-16</b>	<u>Retention of Records, Audit and Reports</u> .....	<b>6</b>
<b>PSC-17</b>	<u>Bonds</u> .....	<b>7</b>
<b>PSC-18</b>	<u>Indemnification</u> .....	<b>7</b>
<b>PSC-19</b>	<u>Intellectual Property Indemnification</u> .....	<b>7</b>
<b>PSC-20</b>	<u>Intellectual Property Warranty</u> .....	<b>8</b>
<b>PSC-21</b>	<u>Ownership and License</u> .....	<b>8</b>
<b>PSC-22</b>	<u>Data Protection</u> .....	<b>9</b>

## TABLE OF CONTENTS (Continued)

<b>PSC-23</b>	<u>Insurance</u> .....	<b>9</b>
<b>PSC-24</b>	<u>Best Terms</u> .....	<b>9</b>
<b>PSC-25</b>	<u>Warranty and Responsibility of Contractor</u> .....	<b>10</b>
<b>PSC-26</b>	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u> .....	<b>10</b>
<b>PSC-27</b>	<u>Child Support Assignment Orders</u> .....	<b>10</b>
<b>PSC-28</b>	<u>Living Wage Ordinance</u> .....	<b>11</b>
<b>PSC-29</b>	<u>Service Contractor Worker Retention Ordinance</u> .....	<b>11</b>
<b>PSC-30</b>	<u>Access and Accommodations</u> .....	<b>11</b>
<b>PSC-31</b>	<u>Contractor Responsibility Ordinance</u> .....	<b>12</b>
<b>PSC-32</b>	<u>Business Inclusion Program</u> .....	<b>12</b>
<b>PSC-33</b>	<u>Slavery Disclosure Ordinance</u> .....	<b>12</b>
<b>PSC-34</b>	<u>First Source Hiring Ordinance</u> .....	<b>12</b>
<b>PSC-35</b>	<u>Local Business Preference Ordinance</u> .....	<b>12</b>
<b>PSC-36</b>	<u>Iran Contracting Act</u> .....	<b>12</b>
<b>PSC-37</b>	<u>Restrictions on Campaign Contributions in City Elections</u> .....	<b>12</b>
<b>PSC-38</b>	<u>Contractors' Use of Criminal History for Consideration of Employment Applications</u> .....	<b>13</b>
<b>PSC-39</b>	<u>Limitation of City's Obligation to Make Payment to Contractor</u> .....	<b>13</b>
<b>PSC-40</b>	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u> .....	<b>14</b>
<b>PSC-41</b>	<u>Compliance with California Public Resources Code Section 5164</u> .....	<b>14</b>
<b>PSC-42</b>	<u>Possessory Interests Tax</u> .....	<b>14</b>
<b>PSC-43</b>	<u>Confidentiality</u> .....	<b>15</b>
<b>PSC-44</b>	<u>COVID-19</u> .....	<b>15</b>
<b>Exhibit 1</b>	<u>Insurance Contractual Requirements</u> .....	<b>16</b>

## STANDARD PROVISIONS FOR CITY CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **PSC-8. Suspension**

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

## **PSC-9. Termination**

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

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

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

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

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

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

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

#### **PSC-10. Independent Contractor**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PSC-22. Data Protection**

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

**PSC-23. Insurance**

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

**PSC-24. Best Terms**

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

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

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

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

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

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

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

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

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

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

**PSC-28. Living Wage Ordinance**

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

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

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

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

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

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



**PSC-31. Contractor Responsibility Ordinance**

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

**PSC-32. Business Inclusion Program**

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

**PSC-33. Slavery Disclosure Ordinance**

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

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

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

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

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

**PSC-36. Iran Contracting Act**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

**PSC-42. Possessory Interests Tax**

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

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

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

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

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

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

### **CONTRACTUAL REQUIREMENTS**

#### **CONTRACTOR AGREES THAT:**

**1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

**3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

**4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

**5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

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

## Required Insurance and Minimum Limits

Name: \_\_\_\_\_

Date: 05/26/2020Agreement/Reference: RFQ - GRAPHICS AND MEDIA SERVICES

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

Limits


**Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$1,000,000
☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

**General Liability**
\$1,000,000
☒ Products/Completed Operations

☐ Sexual Misconduct

☐ Fire Legal Liability

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

**Professional Liability** (Errors and Omissions)
\$1,000,000Discovery Period 12 Months After Completion of Work or Date of Termination
**Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage

☐ Boiler and Machinery

☐ Flood

☐ Builder's Risk

☐ Earthquake

☐
**Pollution Liability**
☐
**Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

**Crime Insurance**
**Other:** 1) Professional Liability to include Cyber Liability and Data Breach

2) In the absence of imposed Automobile Liability requirements, all Contractors using vehicles during the course of the contract must adhere to the financial responsibility laws of the State of California.

## **GRAPHICS AND MEDIA RATES**

**Appendix B**  
**Deloitte Consulting LLP**  
**Fee/Rate Structure**

## PROPOSED FEE AND RATE STRUCTURE

Our rates are intended to convey our strong interest to work with the City of Los Angeles. Deloitte's global scale, deep experience across commercial and government client networks, and our multitude of accelerators bring value beyond simple hourly rates. Deloitte's holistic expertise across all four Areas of Qualification allows the City to work across teams cohesively, consistently, securely, and at scale. The value of having one vendor who brings strength in all areas will allow the City to leverage common project management and account management, avoid finger-pointing across vendors, and will streamline cost and speed of delivery. With Deloitte, our accelerators are yours to use without additional cost, eliminating the need for multiple layers of licensing. With risk and quality assessments spanning multiple projects baked into our approach and rates, we can accelerate delivery times, keep implementation costs low, while maintaining the high quality of work expected by Deloitte and the City of Los Angeles.

Deloitte believes that fees alone should not be the determining factor in selecting a service provider. The decision should also be based on the vendor's ability to provide the level of service characteristic of an industry leader. With Deloitte, you can be confident that we won't be learning on the job and can deliver at the highest level.

In addition to this RFQ response, we look forward to the opportunity to bid on fixed bid task orders. Our preference is to always sit down with our clients to determine the precise level of work necessary for each task and price it accordingly such that you pay the price necessary for the services delivered.

Required Job Classification	Hourly Rate Range	Hourly Rate Average
Project Manager	*\$79 - \$377	*\$113
Graphic Designer	*\$56 - \$257	*\$79

NOTE: Our proposed average RPH assumes a large project team across all four Areas of Qualification, allowing Deloitte to leverage our full global and US capabilities.



**Appendix B**  
**IBM Corp.**  
**Fee/Rate Structure**

---

### 2.2.3 Proposed Fee and Rate Structure

---

Respondents are required to provide the hourly rate for each type of potential staff identified in Section III for the corresponding Area of Qualification to assist the City in implementing projects. All listed rates must be guaranteed to be good for 18 months from the date of the response and will be included as part of the contract.

In this section, the table below lists the roles and rates in U.S. dollars for the **Graphics and Media** qualification area. IBM has included resource rates for U.S. Core Consulting resources, Client Innovation Center (Centers) resources, and rates for offshore resources in the event IBM requests and receives approval from ITA to engage resources residing outside of the territorial United States as specified in Addendum #1. IBM Centers are:

- Experts in the application of dynamic delivery, an advanced delivery capability that helps business resiliency and accelerates digital transformation

- Staffed with dedicated recruiting teams and are focused on developing staff. The training programs at the Centers are the second largest annual investment and include for example:
  - **Brighter Blue Program** which is a two-year comprehensive development path providing the opportunity to gain the skills necessary to support client delivery excellence
  - Regularly scheduled **consultant training** that spans across soft skills, methods and tools, and training
  - A formal **mentoring program** in place to help support and develop our resources
- Supported by robust talent retention programs robust with training, salary increases, promotions, rewards, and well-defined career paths
- Significantly involved in the local community, coordinating and running volunteer events to support the community and striving to hire local graduates whenever possible

IBM Centers are a globally integrated network of IBM offices servicing hundreds of clients throughout North America including Canada. However, for this proposal, IBM Center rates are specific to locations only within the United States. Furthermore, it is IBM's intention to engage small or minority owned businesses to support the delivery of services when possible. IBM will work with City of Los Angeles to provide the best rate, which will not exceed IBM's current rate for such services, and we will execute an addendum to add to the rate card.

The table below as stated above includes three rates for each role as defined in the RFQ for the City of Los Angeles. The last column is a weighted average of the three rates based on our experience and will give the City of Los Angeles the most flexibility. Based on our experience, we have identified the ideal mix of resources to be 25% from Core Consulting, 45% from the Center, and 30% from offshore.

Graphics and Media Rate Card*				
Role	Core Consulting Rate	Client Innovation Center Rate	Offshore Rate	Avg Weighted Rate by Role
Project Manager	\$250.24	\$101.99	\$38.49	\$120.00
Graphic Designer	\$201.31	\$101.99	\$38.49	\$107.77
<b>Avg. Rate by Location</b>	<b>\$225.78</b>	<b>\$101.99</b>	<b>\$38.49</b>	<b>\$113.00</b>

**Appendix B**  
**Spruce Technology Inc.**  
**Fee/Rate Structure**

## C) Proposed Fee and Rate Structure

### Graphics and Media

Role	Rate
Project Manager	\$160.00
Graphic Designer	\$135.00

\*This page is considered Proprietary and Confidential

**Appendix B**  
**The Glue**  
**Fee/Rate Structure**

### c) Fee/Rate Structure

**Project Manager:** Neille Illel, Madison Luu

**Graphic Designer:** Alex Zakari, Kanchan Gaur, Wei Yin

Job Classification	Cost Rate per Hour
Project Manager	\$135
Graphic Designer	\$135