

# CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,  
COUNCIL/PUBLIC SERVICES DIVISION  
ROOM 395, CITY HALL

DATE: 2-3-2023

**(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)**

**FORM MUST BE TYPEWRITTEN**

FROM (DEPARTMENT): Office of the Controller

CONTACT PERSON: Charlotte Derby PHONE: 213-978-7547

CONTRACT NO.: C-142609

COUNCIL FILE NO.: \_\_\_\_\_

ADOPTED BY COUNCIL: \_\_\_\_\_  
DATE

APPROVED BY BPW: \_\_\_\_\_  
DATE

NEW CONTRACT  X  
AMENDED AND RESTATED \_\_\_\_\_  
ADDENDUM NO. \_\_\_\_\_  
SUPPLEMENTAL NO. \_\_\_\_\_  
CHANGE ORDER NO. \_\_\_\_\_  
AMENDMENT \_\_\_\_\_

CONTRACTOR NAME: CGI Technologies and Solutions Inc.

TERM OF CONTRACT: 1 year THROUGH: 02-12-2023

TOTAL AMOUNT: \$750,000.00

PURPOSE OF CONTRACT:

**A PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES**

**AND**

**CGI TECHNOLOGIES AND SOLUTIONS INC.**

**to Produce Training Manuals and eLearning Videos and Report Conversion as Part of the  
Upgrade to FMS4**

This AGREEMENT is made and entered into by and between the City of Los Angeles, California, a municipal corporation, acting by and through the Office of the Controller (hereinafter referred to as the "Controller" or "City"), and CGI Technologies and Solutions Inc. (hereinafter referred to as "Contractor" or "CGI").

**Recitals**

**WHEREAS**, the City and Contractor entered into: (i) Software License Contract C-114341 ("License Agreement") to license the Financial Management System ("FMS") Module and Procurement Module, among other modules; (ii) Software Maintenance Contract C-114342 ("Maintenance Agreement") for support and upgrades of the implemented Enterprise Resource Planning ("ERP") system modules and related software; (iii) the FMS Managed Application Support Contract C-128896; and (iv) the Banks Interface Contract C-133815; and

**WHEREAS**, FMS is based on CGI Advantage ERP software and the City (via ITA) has an ongoing FMS Managed Advantage support contract (C-128896), with CGI, but the scope of that contract does not include the creation of new training materials; and

**WHEREAS**, the CITY is upgrading FMS to CGI Advantage® version 4 and requires new training materials for the new version; and

**WHEREAS**, CGI is the sole provider of implementation and configuration services for CGI Advantage® ERP software; and

**WHEREAS**, given that Contractor is the sole provider of implementation and configuration services and no other vendors can provide the required services, it is in City's best interests to contract with Contractor; and

**WHEREAS**, the City Council provided office of the Controller funding for these training manuals in the budget for fiscal year ending June 30, 2023; and

**WHEREAS**, at the time the funds were appropriated for the fiscal year ending June 30, 2023, Contractor was the only entity capable of providing the required services, Contractor is able to provide the services more economically and feasibly than the City could, and competitive bidding is neither practical nor advantageous;

**WHEREAS**, pursuant to Charter Section 1022, it was determined that City does not have staff or resources with sufficient time or the necessary expertise to undertake these specialized professional tasks in a timely manner, and it is therefore more feasible and, in the Department's, best interest to secure a qualified contractor to accomplish the aforementioned services; and

**NOW THEREFORE**, in consideration of the above promises and of the terms, covenants, and

considerations set forth in this Professional Services Agreement (“Agreement”), the parties agree as follows:

## 1) THE PARTIES AND THE SERVICES

### a) Parties to the Agreement

The parties to this Agreement are:

**City** – The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California, 90012.

and

**Contractor** – CGI Technologies and Solutions Inc. having its principal office at 11325 Random Hills Road, Fairfax, Virginia 22030.

### b) Representatives of the Parties

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:

- i) The City’s representative and Controller Project Manager is, unless otherwise stated in this Agreement:

<b>City of Los Angeles</b>
<b>Name:</b> Ding Ding Chen
<b>Email:</b> <a href="mailto:dingding.chen@lacity.org">dingding.chen@lacity.org</a>

- ii) Contractor’s representative is, unless otherwise stated in this Agreement:

<b>CGI Technologies and Solutions Inc.</b>
<b>Name:</b> Matt Shaw
<b>Email:</b> <a href="mailto:matthew.shaw@cgi.com">matthew.shaw@cgi.com</a>

- c) Notices pursuant to this Contract shall be provided in writing and delivered via email to the representatives designated above. Such notices shall be deemed delivered on the date of email transmission.
- d) If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given in

accord with this Section, within five (5) working days of said change.

## **2) STATEMENT OF WORK**

The scope of work herein, referred to as the "Statement of Work" for this Agreement, is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

## **3) TERM**

The term of this Agreement shall be one (1) year commencing on February 13, 2023 ("Effective Date") and terminating on February 12, 2024, unless otherwise terminated under the provisions herein. The parties may elect to extend the term through a written Amendment to the Agreement.

## **4) PAYMENT TERMS**

- a) The City will make payment within thirty (30) calendar days after receipt of a pdf invoice emailed to the designated city representative. Invoices will be submitted following acceptance of the applicable Deliverable(s) pursuant to the terms contained in Section 9 hereunder. Notwithstanding the foregoing, City shall not be responsible for any late fees, penalties, or interest. All invoices submitted by Contractor must include, at a minimum, the following information, where applicable:
  - i) Name and address of CGI.
  - ii) Date of the invoice and period covered.
  - iii) Reference to City Contract Number for this Agreement.
  - iv) Description of work performed and amount due for each Milestone, along with back up documentation for all items where cost reimbursement is sought.
  - v) Copy of written approval from City authorizing on-site work to be performed.
  - vi) Payment terms, total due and due date.
  - vii) Certification by CGI that all invoiced items are true and correct.
  - viii) Remittance address (if different from CGI's address).
  - ix) Invoices shall be submitted as follows:
    - (1) The City will pay in accordance with the pricing in Exhibit A.
    - (2) The City may withhold payments that are subject to a good faith dispute in accordance with Section 12 hereunder.

## **5) CONTRACT SUM**

- a) The City's payment obligation shall not exceed \$750,000.00 (Seven Hundred Fifty Thousand Dollars), which represents the amount payable by City to Contractor for supporting all of the: Deliverables or Services and other work as set forth in the Statement of Work (Exhibit A) under this Agreement to be used for change orders as authorized by the City. All Deliverables set forth in Exhibit A and submitted by Contractor must be accepted in writing by City in accordance with the terms of this Agreement and the Acceptance criteria and other terms of the applicable statements of work. The parties will work together to achieve prompt Acceptance of Deliverables, and the City will not unreasonably withhold or delay Acceptance.
- b) Contractor shall fully perform and complete all work required of Contractor in exchange

for the amounts to be paid to Contractor as set forth in the Agreement.

## **6) ACCEPTANCE OF DELIVERABLES BY CITY**

Unless otherwise agreed in writing by City, the City's Project Manager (see *Section 1,a,i*), on behalf of City, shall have the right to review each Deliverable to be provided by Contractor under this Agreement, upon written notification by Contractor to City that such Deliverable is ready for review, and shall have the right to either accept or reject such Deliverable in accordance with the criteria for Acceptance and process for review of Deliverables set forth herein. The City will have the opportunity to review each Deliverable for an Acceptance period of ten (10) business days after delivery of the final version of the Deliverable ("Acceptance Period"). City agrees to notify Contractor in writing by the end of the Acceptance Period either stating that the Deliverable is accepted in the form delivered by Contractor or describing in reasonable detail any substantive deviations from the description of the Deliverable contained in this Statement of Work that must be corrected prior to Acceptance of the Deliverable. If Contractor does not receive any such deficiency notice from the City by the end of the Acceptance Period, the Deliverable will be deemed to be accepted. If the City delivers to Contractor a timely notice of deficiencies and the items specified in the notice are deficiencies, Contractor will correct the described deficiencies within a reasonable period of time, as mutually agreed upon by the Parties. Upon receipt of a corrected Deliverable from Contractor, the City will have a reasonable additional period of time, not to exceed ten (10) business days, unless a longer period is agreed upon by the Parties, to review the corrected Deliverable to confirm that the identified and agreed-upon deficiencies have been corrected. The City will not unreasonably withhold, delay or condition its approval of a final Deliverable. Payment for any such Deliverables will be made, as specified in Section 4 (Payment Terms), in arrears after City's Acceptance of such Deliverable.

## **7) LIMITATION OF LIABILITY**

- a) Except as set forth in Subsection 7(b) below, CGI's total liability for failing to meet any or all of its obligations under this Professional Services Agreement shall be limited to the larger of: the total value of the contract over the entire term (1X), and \$1,000,000.00 (One Million Dollars).
- b) Notwithstanding anything to the contrary, the liability limitations set forth in Subsection 7 (a) above shall not apply to:
  - i) Losses arising out of the gross negligence or willful misconduct of Contractor or any of its agents or subcontractors
  - ii) Any injury, death or damage to tangible personal property caused by the negligence of CGI or any of its agents or subcontractors
  - iii) Liability for breach of any confidentiality obligations
  - iv) Any claims or demands of third parties related to CGI's indemnification obligations as set forth in Standard Provisions for City Contracts (9/22 [v.1]) PSC-18 (Indemnification) as modified below.

## **8) PUBLIC STATEMENTS**

Contractor agrees that without the City's written consent, neither it nor any of its employees, agents or contractors shall use the name, service marks, or trademarks of the City or of any Affiliate of the City or reveal the existence or make any public statement regarding the Agreement, or the terms or conditions hereof or the Services or Deliverables provided hereunder, including, but not limited to in any written advertising, publicity, press release, or sales presentation. Either Party shall be entitled to make such reasonable disclosures as are required by law, including without limitation, any disclosures required for compliance with the Securities Laws of the United States or any state.

## 9) REDUCTION IN SCOPE

To the extent that the Pricing Schedule identifies any Services or Deliverables as being subject to the City's discretion, the City may determine to eliminate one or more of such Services or Deliverables from the scope of the applicable statement of work on written notice from the City within the time period, if any, set forth in the Pricing Schedule. In such event, the line item in the Pricing Schedule for such eliminated Services or Deliverables shall be automatically deemed to be deleted; provided however that Contractor shall be compensated in accordance with Section 11.b.iii. for partially completed Deliverables removed from scope pursuant to this Section 9.

## 10) WARRANTY

WARRANTY SERVICES: Contractor warrants that during the term of this Agreement and each applicable Statement of Work, it shall perform the services specified in the applicable Statement of Work in a professional and timely manner consistent with applicable industry standards.

THE WARRANTIES SET FORTH IN THIS SECTION 10 AND THE EXPRESS WARRANTIES CONTAINED ELSEWHERE IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE.

## 11) ENTIRE AGREEMENT

- a) This Agreement, the Exhibits and Attachments attached hereto, are to be interpreted so that all of the provisions are given as full effect as possible. In the event of a conflict between these documents, the order of precedence shall be:
  - i) Agreement;
  - ii) Exhibit B, Standard Provisions for City Contracts (Rev 09/22 [v1]);
  - iii) Exhibit A, Statement of Work;
  - iv) Exhibit A, Table 10, Payment Schedule
  
- b) Contractor agrees to comply with the **Standard Provisions for City Contracts (Rev. 09/22 [v.1])**, except as follows:
  - i) **PSC-2 (Applicable Law, Interpretation and Enforcement)** is deleted in its entirety and replaced with the following:

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, subject to execution of an Amendment pursuant to Section 16.b documenting the impact on **CONTRACTOR'S** services, staffing, and/or costs. In the event that a change in applicable law, regulations, or policies during the term of this Agreement materially increases **CONTRACTOR** level of effort or cost of performance under a Statement of Work or impacts the project schedule under a Statement of Work, **CONTRACTOR'S** compensation or the project schedule, as applicable, may be (a) equitably adjusted through a mutually agreed upon Amendment to the Agreement to address the change in **CONTRACTOR'S** level of effort or costs, or the project schedule resulting from the change in law, regulation or policy; or (b) if such a mutual agreement cannot be reached, terminated for convenience by either Party pursuant to the notice provisions herein.

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.

- ii) **PSC-8 (Suspension)** is deleted in its entirety and replaced with the following:
1. City's Right to Suspend – the performance of work under this Agreement may be suspended by the **CITY**, in whole or in part, for material failure of **CONTRACTOR** to comply with the terms and conditions of this Agreement.
  2. Notice of Suspension – any such suspension will be affected by delivery to **CONTRACTOR** of a written Notice of Suspension. The notice shall set forth the specific conditions of noncompliance and a reasonable period provided for corrective action, if applicable.
  3. Response to Notice of Suspension – within five (5) working days of **CONTRACTOR'S** receipt of a written Notice of Suspension, **CONTRACTOR** shall reply in writing setting forth the corrective action that will be undertaken, if applicable, subject to approval by the **CITY** in writing within five (5) working days of receipt of such notice. If the **CITY** approves corrective action, the suspension will be deemed to be lifted. If the **CITY** rejects the corrective action, the parties may work together until such time as a corrective action will be approved by the **CITY** or the Agreement may be terminated pursuant to PSC-9.A as modified (Termination for Convenience).

- iii) **PSC-9.A (Termination for Convenience)** is deleted in its entirety and replaced by the following:

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty (30) 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** (i) its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination; (ii) upon receipt of an invoice from **CONTRACTOR** for Services in respect of a Deliverable not yet delivered which have actually been performed by **CONTRACTOR** in accordance with the terms of the Agreement, pro-rated on a percentage completion basis based on **CONTRACTOR'S** reconciliation of labor actually expended; and (iii) upon delivery of any Deliverable specified to be delivered under the termination notice. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All Deliverables 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 and payment in full by **CITY** to **CONTRACTOR** for such Deliverables in accordance with this section. **CONTRACTOR** agrees to assist the **CITY**, within reason, in the execution of any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

- iv) **PSC-9.B (Termination for Breach)** is deleted in its entirety and replaced by the following:

1. In the event that either party: (a) commits a material breach of the Agreement, that, if capable of being cured within thirty (30) days, is not cured within thirty (30) days after notice of breach from the non-breaching party; (b) commits a material breach of the Agreement which is not capable of being cured within thirty (30) days and fails to cure the breach pursuant to an approved corrective action plan; or (c) commits a material breach of the Agreement which, by its nature, cannot be cured, then the non-breaching party may (without limitation on other remedies that may be available to it under the Agreement, at law or in equity), by giving written notice to the breaching party, terminate the Agreement, in whole or as to selected Deliverables or Services, as of a date specified in the notice of termination.

For the purposes of the foregoing provision "material breach" shall mean the failure to perform any material obligation, including without limitation, the following:

(a) In the case of **CONTRACTOR**, repeated failure (three or more Deliverables not delivered on a timely basis), without such failures being materially caused by fault of **CITY**, a third party (other than a subcontractor) over which **CONTRACTOR** does not have the legal right to control, or a Force Majeure Event (see PSC-6 – Excusable Delays).



(b) In the case of the **CITY**, failure to pay invoices due and payable under this Agreement after the procedure in this section has been followed. **CITY** will endeavor to pay invoices within thirty (30) days. After this period, **CONTRACTOR** shall notify **CITY** of such failure and start a 30-day cure period where both parties will attempt to resolve the invoice at issue.

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 that the **CITY** terminates the Agreement or any portion thereof prior to its expiration due to **CONTRACTOR's** material breach, the City shall pay **CONTRACTOR** for all Deliverables delivered and accepted prior to the effective date of termination and for partially completed Deliverables provided in compliance with the Statements of Work on a percentage completion basis. In the case of a termination for material breach by **CONTRACTOR**, the **CITY** shall not be liable for any payments on account of Deliverables not delivered as of the effective date of such termination resulting in such breach. In no event shall the **CITY** be liable for any future payments, costs or expenses of **CONTRACTOR**, incurred with respect to Services not actually performed or lost profits. Any payments made by City to Contractor for Services that Contractor did not actually perform for City or Deliverables the City has not yet received or accepted, shall be immediately refunded to City.

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.

- v) **PSC-16 (Retention of Records, Audit, and Reports)** is modified as follows:

**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** sufficient to properly reflect all costs claimed to have been incurred, or anticipated to be incurred, in performing the Agreement. These records shall be retained for a period of no less than four (4) years from the later of the following: (1) final payment made by **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 all reasonable times. 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.

- vi) **PSC-18 (Indemnification)** is modified as follows:

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 tangible 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.

- vii) **PSC-21 (Ownership and License)** is deleted in its entirety and replaced with the following:

1. Data Ownership – the **CITY** is and shall remain the owner of all data provided to **CONTRACTOR** by the **CITY** pursuant to the Agreement. **CONTRACTOR** shall not use such data for any purpose other than providing Services under the Agreement, nor shall any part of such data be sold, assigned, leased or otherwise disclosed to third parties (other than authorized subcontractors for purposes of performance of the Services) or exploited in any manner by or on behalf of **CONTRACTOR**. **CONTRACTOR** shall not possess or assert any lien or other right against such data. **CONTRACTOR** shall hold all such data in confidence in accordance with PSC-43 (Confidentiality) as modified of the Agreement.

2. Deliverable Ownership – the **CITY** shall own all rights, title and interest in and to all Deliverables developed under a Statement of Work, exclusive of CGI Confidential Information and CGI Proprietary Information. The **CITY** hereby grants to **CONTRACTOR** a perpetual, worldwide, irrevocable, assignable, sub-licensable, nonexclusive license to use the Deliverables exclusive of the **CITY'S** Proprietary and Confidential Information. Restrictions on use of City seal for non-City purpose and the use of City Department name or officer to solicit funds or business as stated in the Los Angeles Municipal Code Section 42.14 and 63.108 will apply.

- viii) **PSC-24 (Best Terms)** is deleted in its entirety and replaced with the following:

**CONTRACTOR** agrees to offer the **CITY** any discount terms that are offered to comparable government customers for the comparable goods and services under comparable scope and terms, to be provided hereunder and apply such

discount to payments made under this Contract which meet the discount terms.

ix) **PSC-43 (Confidentiality)** is deleted in its entirety and replaced with the following:

1. "Confidential Information" means tangible or intangible confidential information or a trade secret that one party furnishes or reveals to the other party during the term of this Agreement that: (i) a reasonable person would understand to be confidential or a trade secret; (ii) when furnished or revealed is marked or designated in writing to indicate it is confidential or a trade secret; or (iii) the furnishing party identifies as confidential or a trade secret in a written notification provided to the receiving party within thirty (30) business days after the information in question is furnished or revealed. "Confidential Information," regardless of how disclosed or whether marked, includes the furnishing party's proprietary software (e.g., CGI Advantage®) and associated documentation.

2. Each Party ("Receiving Party") agrees that it shall not disclose the Confidential Information or Proprietary Information (as defined in subsection 9 below) of the other Party ("Disclosing Party") to any Person, except to:

(a) Receiving Party's employees with a need to know who are bound by agreements or employment policies restricting the right of such employees to use or disclose such Confidential and Proprietary Information for any purpose other than in the performance of this Agreement or a Statement of Work

3. Any training manuals, materials, and/or training (eLearning) videos produced under this Contract are intended exclusively for the **CITY'S** own internal use and **CITY** agrees to not upload such manuals, materials, or videos to websites available to the general public or social media sites such as YouTube, Facebook, or Instagram.

4. Notwithstanding the foregoing, the Receiving Party may disclose Confidential and Proprietary Information of the Disclosing Party to the extent that such disclosure is

a) Necessary for the Receiving Party to enforce its rights under the Agreement

b) Required by law, including the Public Records Act, or by the order of a court or similar judicial or administrative body.

5. In the event either Party receives a third-party subpoena, notice to produce or other judicial or administrative request for disclosure, such Party shall notify the other as soon as is reasonably practicable (and to the extent allowed by law) after the receipt of such request in order to permit it to take such action as it sees fit to obtain protective orders or other relief from such disclosure.

6. In the event that either Party breaches any obligation involving City Confidential Information or Contractor Confidential Information as described forth in this Section, the other Party shall be entitled to seek injunctive and other

equitable relief to protect, maintain, defend, enforce, and preserve its rights, in addition to any other remedies that may be available.

7. If any provision of this Section is deemed overbroad, unreasonable, or to create such a burden that a court would otherwise find such provision unenforceable, the Parties agree that such court shall be authorized to modify such provision to the extent it believes reasonable so as to best carry out the intention of the Parties to the fullest extent allowed.

8. The provisions of this Section shall survive the expiration or earlier termination of the Agreement.

9. For purposes of the Agreement, "Proprietary Information" shall mean information of any nature in any form including without limitation all writings, memoranda, copies, reports, papers, surveys, analyses, drawings, letters, computer printouts, software, specifications, data, graphs, charts, sound recordings and/or pictorial reproductions which have been reduced to written form that refer or relate to the business, methods, affairs, plans, products or prospects of the disclosing Party and are disclosed:

- a) In confidence; or
- b) In circumstances that would lead a reasonable person to believe that the information is confidential

The **CITY'S** Proprietary Information shall include all information concerning **CITY'S** past or present administration, employees, or constituents, its technology, trade secrets, methods, processes, operations or procedures or any other confidential, proprietary, financial, or business information of **CITY** that **CONTRACTOR** learns during the course of its performance of the Agreement.

**CONTRACTOR'S** Proprietary Information shall include, but shall not be limited to, subject to the requirements of marking and reduction to writing set forth above, if any, all information concerning **CONTRACTOR'S** employees, its technology, trade secrets, methods, processes, operations or procedures or any other confidential, proprietary, financial, or business information of **CONTRACTOR** that **CITY** learns during the course of the Agreement.

10. In the event **CONTRACTOR** discloses its Confidential and Proprietary Information to the **CITY** other than in writing, **CONTRACTOR** shall promptly inform the **CITY** that such information is deemed proprietary, and shall provide the **CITY** with a brief written description of such information within thirty (30) days of such disclosure, identifying therein the manner, place, and date of such disclosure and the names of the **CITY'S** representative to whom such disclosure was made. Notwithstanding the foregoing, all information, the privacy or disclosure of which is protected by applicable law or regulation (such as HIPAA or FERPA or under other applicable California Codes), shall be treated as proprietary information of the person holding the interests so protected, whether or not such information is marked or otherwise identified as confidential or proprietary.

## 12) EFFECT OF DISPUTE AND DISPUTE RESOLUTION

a) At the written request of either party, the Parties will attempt to resolve any dispute arising under or relating to this Agreement through the informal means described in this Section 12. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under this Agreement. The representatives will reasonably cooperate in exchanging relevant non-privileged information with respect to the dispute. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding.

b) Formal legal proceedings for the resolution of the dispute may not be commenced until the earlier of:

i) The designated representative of either party concludes that resolution through continued negotiation does not appear likely and notifies the other party of such conclusion in writing; or

ii) Thirty (30) calendar days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file an action earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

### 13) CHANGE NOTICES

a) The parties may mutually agree in writing to change any portion of the work required under this Agreement and any other provisions of this Agreement. All such changes shall be accomplished only as provided in this Section 13.

b) For any change (including any supplement) requested by **CITY** prior to expiration of this Agreement that is within the permissible scope of a change notice, **CONTRACTOR** shall, within five (5) days after notification of **CITY'S** change request, prepare a written proposal in accordance with the Change Notice Impact Criteria which includes:

i) Specific details required to implement the requested change

ii) A fixed price or other pricing structure if requested by City

iii) A statement of the impact on the Project Schedule, if any

(iv) Any other information reasonably requested by **CITY**. **CONTRACTOR'S** written proposal shall be valid for sixty (60) days from submission and, at **CITY'S** discretion, shall be negotiated in accordance with the Change Notice Impact Criteria and the provisions of this Agreement. In the event that agreement is reached, a Change Notice, which incorporates the requested change and the agreed-upon terms thereof, shall be prepared and executed by **CITY** and **CONTRACTOR**, and the requested change therefore shall be implemented in accordance with such Change Notice. Any change that is outside of the permissible scope of a Change Notice must be authorized with an Amendment to this Agreement.

c) Notwithstanding anything to the contrary, changes to any portion of the Agreement shall

be made in accordance with Section 16.b below.

#### **14) DISCLOSURE OF BORDER WALL CONTRACTING**

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.

#### **15) MISCELLANEOUS**

- a) Ambiguity. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being a drafter of the Agreement. Each party acknowledges that it has read and understands this Agreement and had an opportunity to consult with counsel of its choosing.
- b) Amendments to Agreement. Any changes in the terms of this Agreement, including changes in the services or scope to be performed by Contractor, extension of the term, and any increase or decrease in pricing, must be incorporated into this Agreement by a written Amendment document properly executed by both parties.
- c) Notice of Delays. Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within three (3) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **16) DEFINITIONS:**

- a) "Acceptance" (and the various tenses of the word): Shall mean the City's written approval of any Deliverables or Services provided by CGI to the City.
- b) "Affiliate": Shall mean any entity controlled by, controlling, or under common control with, a Party, where "control" means the possession of the power, directly or indirectly, to direct the management and policies of a Party whether through the ownership of voting securities, contract or otherwise.
- c) "Agreement" (and Professional Services Agreement): Shall mean this Agreement.
- d) "Amendment": Shall mean a written change to this Agreement following the procedure in Section 15.
- e) "Attachments": Shall mean important documents that relate to this Agreement without being part of its main text, and specifically listed (in 11(a)) and included in the Agreement document.

- f) "Contract": See Agreement
- g) "Deliverable": Shall mean a unit of work or item of work product required to be delivered by Contractor to the City as specified in a Statement of Work.
- h) "Exhibits": See Attachments
- i) "Services": Shall mean and include all services to be performed or provided by Contractor pursuant to the Agreement and any Statement(s) of Work including without limitation project management and consultation, whether under a Statement of Work or any Change Notice.
- j) "Statement of Work": Shall mean any Statement of Work entered into by the Parties pursuant to this Agreement.
- k) "Pricing Schedule": Shall mean the schedule of prices and payments set forth in a statement of work.

**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 .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.**



IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES

CGI Technologies and Solutions Inc.



By:

By:

KENNETH MEJIA  
City Controller

CINTIA RUNHA  
Vice President, Consulting Services

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

Date: February 3, 2023

APPROVED AS TO FORM:

Hydee Feldstein Soto, City Attorney

Holly L. Wolcott, City Clerk

By:

Brent Nichols

Deputy City Attorney

Date: Brent L. Nichols  
Brent L. Nichols (Feb 3, 2023 13:39 PST)

By:



02/08/2023

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

Agreement Number C-142609

# **Exhibit A**

## **Statement of Work**

# City of Los Angeles CGI Advantage<sup>®</sup> 4 Financial Upgrade Training Materials



## Table of Contents

<b>1</b>	<b><i>Introduction</i></b>	<b>4</b>
1.1	<b>Roles and Responsibilities</b>	<b>5</b>
1.2	<b>Project Planning and Management</b>	<b>5</b>
	Project Plan	5
	Project Kickoff	6
	Project Control Document	6
	Project Management	7
	City Project Team	7
	Project Meetings	7
	Work Location	7
	Status Reports	7
<b>2</b>	<b><i>Scope of Work to Build Training Manuals</i></b>	<b>9</b>
2.1	<b>Share existing training materials</b>	<b>9</b>
2.2	<b>Develop a Common Template</b>	<b>9</b>
2.3	<b>Training Manual Updates</b>	<b>10</b>
2.4	<b>Develop 1099 Reporting Training Manuals</b>	<b>10</b>
2.5	<b>Quick Reference Guides</b>	<b>11</b>
2.6	<b>Review and Approval Materials</b>	<b>11</b>
2.7	<b>Practice Environment Configuration</b>	<b>12</b>
2.8	<b>Training Seminars and Demonstration Videos</b>	<b>12</b>
<b>2.</b>	<b><i>Schedule and Costs</i></b>	<b>13</b>

## List of Tables

Table 1: RASCI - Project Planning and Management	5
Table 2: RASCI – Share Training Materials	9
Table 3: RASCI – Develop a Common Template	9
Table 4: RASCI – Training Manual Updates	10
Table 5: RASCI – 1099 Reporting Training Manuals	10
Table 6: RASCI – Quick Reference Guides	11
Table 7: RASCI – BIRT Output Forms	11
Table 8: RASCI - InfoAdvantage	12
Table 9: RASCI - Testing	12

Table 10: Payment Schedule

13

## List of Figures

Figure 1: Sample Monthly Status Report

8

Figure 2: Project Timeline

13

---

# 1 Introduction

The City's current Financial and Procurement system called the Financial Management System ("FMS") is based on the CGI Advantage® Financial and Procurement 3.10 ("FIN 3.10") software solution offered by CGI and was last upgraded in 2016. The City plans to upgrade the current version of software to the latest version of CGI Advantage® 4 Financial and Procurement ("Advantage 4 FIN") supported by CGI by leveraging CGI's Advantage Implementation Methodology ("AIM") comprised of the following phases:

- **Envision Phase:** In this phase, CGI reviewed the new functionality available in Advantage 4 FIN, transformed select business process, and developed the strategies for application configuration, migration of City customizations to baseline, technical, and testing activities to be completed during the Build and Achieve phases of the Project. The Envision phase was jointly completed by the City and CGI in May 2021. The strategies developed during the Envision phase are documented in the Build and Achieve Approach document which is included as attachment A.
- **Build Phase:** In this phase, CGI will configure new features and functions and conduct the testing activities to verify expected results.
- **Achieve Phase:** In this phase, CGI will focus on system adoption and training of end-users. The Advantage 4 FIN platform will be deployed and moved into production operations during this phase.

The Services to be provided by CGI for this Statement of Work Advantage® 4 Financial Upgrade Training Materials (referred to as the "Project") will take place from February 15th, 2023 through October 2023 with a projected City-wide go live of October 9th, 2023.

In an effort to support end-users across all Council-controlled departments during the upgrade of FMS and beyond, the City will need to create new training manuals. These manuals will play a critical part in the successful upgrade of the FMS system, as the manuals will document procedures and policies that must be followed in various modules such as budget, general ledger, accounts payable, accounts receivable, cost accounting, service procurement, commodity procurement, inventory operations and security and workflow in FMS. Additionally, these training manuals will provide end-users with City policies (e.g. Charter and/or Admin Code references) that give authority for the steps taken.

This Statement of Work describes the effort required to build the new set of FMS4LA user manuals, Quick Reference Guides, Configure the practice environment, and conduct seminars with FMS4LA and its end users.

## 1.1 Roles and Responsibilities

The Responsible, Accountable, Support, Consulted, informed (“RASCI”) matrices summarize CGI’s and the City’s respective roles and responsibilities by work stream which are broken out throughout this document. For each task, CGI’s and the City’s respective roles are delineated using the definitions below:

- R**esponsible – party responsible for accomplishing the task(s)
- A**ccountable – party answerable for the correct and thorough completion of the task(s)
- S**upport – party providing as-needed assistance in completing task(s)
- C**onsulted – party consulting with the Responsible party in two-way communication
- I**nformed – party kept apprised by Responsible party regarding task(s) being planned and/or performed in one-way communication

## 1.2 Project Planning and Management

CGI and the City shall collaborate on the following Project planning and management activities as set forth in Table 1.

Table 1: RASCI - Project Planning and Management

Activity	CGI	City
Develop a detailed project plan	Responsible	Consulted
Develop project kickoff meeting materials	Responsible	Consulted
Coordinate meeting invites and other kickoff meeting logistics	Consulted	Responsible
Identify kickoff participants	Informed	Responsible
Conduct kickoff meeting	Responsible	Support
Develop a Project Control Document	Responsible	Consulted
Prepare monthly status reports	Responsible	Informed
Attend regular status meetings	Responsible	Responsible

### Project Plan

CGI shall develop a detailed project plan for the Project. The project plan shall identify the major Project activities, schedule, dependencies, and responsibilities for the completion of the Project tasks and activities.

## Project Kickoff

In collaboration with the City, CGI will facilitate a kickoff meeting. The kickoff meeting is aimed to align the Project team with the tasks and timelines to construct the new manuals. CGI will develop the Project kickoff materials and conduct the kickoff meeting in collaboration with the City.

## Project Control Document

CGI shall develop a Project control document, the "Project Control Document" or "PCD". The PCD will define the Project organization, describe roles and responsibilities of team members, and define Project governance guidelines for review and feedback for the completed Project activities and work products.



---

## Project Management

CGI shall provide project management and oversight to CGI members on the Project in accordance with the tasks identified herein. CGI shall assign a project manager to conduct the project management activities for this Project. Similarly, the City shall assign a dedicated project manager to work with the CGI project manager in managing the Project.

The ongoing project management services to be provided by CGI are:

- Assigning and coordinating CGI team resources and activities;
- Reporting on CGI resources and activities including the development of monthly status reports;
- Identifying, tracking, and helping to resolve Project issues;
- Providing guidance to the CGI team in completing tasks/activities; and
- Coordinating Project activities among all CGI resources.
- Conducting Scaled Agile implementation methodologies such as scrum meetings and sprint demos.

## City Project Team

The City will designate key staff who will be responsible for completing the City's tasks on the Project as outlined in the project plan.

## Project Meetings

The City and CGI project managers and designated team leads will have semi-monthly Project meetings (i.e., two times per month), to present and discuss Project progress, issues, and risks.

## Work Location

Due to COVID-19, CGI will perform all work off-site until the City and CGI agree it is safe for staff to be onsite. Once onsite access is approved, the City will supply the Project infrastructure and connectivity necessary to support the co-location of the City and CGI teams and completion of Advantage FIN upgrade Project tasks.

## Status Reports

CGI shall submit a monthly status report to the City that includes:

- Project status against the project schedule;
- Key accomplishments;
- Goals for next period;
- Project issues and risks; and
- Updates to the project plan (as necessary).

Figure 1 provides a sample of a monthly status report.

---

**City of Los Angeles Project:  
Advantage 4 Budget Upgrade**

CGI PM: David Schulman  
City PM: Mara Legaspi

## Monthly Status Report

Status As of  
12/31/2020

Achieved		Date	Description	Next Month		Date	Description
		12/2/2020	Finalized Application Configuration Strategy			1/15/2021	Prepare Statement of Work for Build and Achieve phases
		12/2/2020	Finalized Testing Strategy and Technical Strategy documents			1/15/2021	Prepare project work plan

Activity Summary
<ol style="list-style-type: none"> <li>Updated Application Configuration Strategy document</li> <li>Updated Technical Strategy document</li> <li>Updated Testing Strategy document</li> </ol>

Risks					
ID	Description	Mitigation Plan	Owner	Due	Status
1.	N/A				

Issues				
ID	Description	Mitigation Plan	Owner	Due
2.	N/A			

Figure 1: Sample Monthly Status Report

## 2 Scope of Work to Build Training Manuals

The project includes the following primary activities:

- Identify and share all existing manuals in a collaborative environment
- Developing a common template for the training materials.
- Update screen shots in each of the manuals to reflect the new user interface in FMS4LA and refreshed business processes
- Develop a new training manual for 1099 Tax Reporting processes
- Develop quick reference guides for key processes.
- Coordinate and conduct material review cycles
- Configure the training environment to support practice activities.
- Support end-user practice.

These activities are planned to be achieved through the tasks outlined in the following sections. The major activities listed include responsibilities for both CGI and the City.

### 2.1 Share existing training materials

The City shall identify and share the latest versions of the existing training materials listed in Appendix 1 below. The materials shall be provided in MS-Word format so that they be edited without conversion. The documents will be shared in a collaboration platform such as the City’s Google Drive.

The RASCI chart is shown in Table 2.

Table 2: RASCI – Share Training Materials

Activity	CGI	City
Identify the latest versions of in-scope training materials	Responsible	Informed
Post training materials to a shared drive for CGI to retrieve	Responsible	Informed

### 2.2 Develop a Common Template

CGI will develop a modern template for the training manuals that will be applied to all of the in-scope training materials. The Common Template is used to apply a consistent look and feel across these materials so that things like size and frequency of screen shots are documented, standard usage of typographical elements is defined (fonts, spacing, tables, etc), and a wall of truth is established to document common terms and their usage.

The RASCI chart is shown in Table 3.

Table 3: RASCI – Develop a Common Template

Activity	CGI	City
Develop a common training manual template	Responsible	Informed

## 2.3 Training Manual Updates

CGI shall apply the common template defined in section 3.2 to all in scope training manuals. CGI will update all training materials to include update terminology, navigation sequences, screen shots, exercises, and business processes. As part of this process the City will provide any updated policy and procedure language that they want to have communicated to end users for inclusion in the training manuals.

The RASCI chart is shown in 4

Table 4: RASCI – Training Manual Updates

Activity	CGI	City
Apply common template to existing materials	Responsible	Informed
Update training materials' terminology, exercises, screenshots, and business processes	Responsible	Informed
Provide policy and procedure updates	Consulted	Responsible
Incorporate policy and procedure updates in training materials	Responsible	Consulted

## 2.4 Develop 1099 Reporting Training Manuals

Based on the transformed 1099 Reporting business process CGI will develop a 1099 training manual that will describe the calendar year end processes the City will follow to produce the 1099 forms as well as the IRS eFILE documentation. CGI will produce an initial out-line of the materials for review and approval with the City. After the outline has been approved CGI will develop the 1099 Administration and 1099 end user Manual based on the common template. The 1099 process has both a central administration as well as end user components. CGI will produce a second training manual that will describe the new end-user processes such as selecting Sub-Object and/or Sub-Balance sheet account on payment documents, using the DX transaction to make adjusting entries for existing disbursements, finding 1099 information in the system, adjusting 1099 forms using the M1099 transactions, and the year-end calendar.

The RASCI chart is shown in 5. [Table 5: RASCI – 1099 Reporting Training Manuals](#)

Activity	CGI	City
Develop training manual outlines for 1099 Administration and 1099 end-user processing	Responsible	Consulted
Provide timely feedback of the two training manual outlines	Informed	Responsible
Develop 1099 Administration Manual	Responsible	Consulted
Develop 1099 end-user processing manual	Responsible	Consulted
Produce two (2) 1099 quick reference guides	Responsible	Consulted

## 2.5 Quick Reference Guides

CGI will produce ten (10) Quick Reference Guides (QRG) for processes identified in collaboration with the City. A QRG is a short document of 3-4 pages, formatted for printing, that shows the end user the steps to complete a transaction or business process in the City. Processes that lend themselves to QRGs are processes that are executed frequently, may require special instructions, and processes that are frequently executed incorrectly in FMS today. Please see Appendix B for a sample QRG.

The RASCI chart is shown in Table 6.

Table 6: RASCI – Quick Reference Guides

Activity	CGI	City
Identify ten (10) processes to convert into Quick Reference Guides	Consulted	Responsible
Produce Quick Reference Guides for identified processes	Shared	Shared
Validate system interfaces test results	Support	Responsible
Develop communication/announcement content to release functional area overviews	Responsible	Consulted

## 2.6 Review and Approval of Materials

For all materials developed by CGI a standard review and approval process will be followed. This includes the Common Template, Training Material Outlines, Updated and Revised training manuals, Quick Reference Guides, and new Training Materials.

Type of Material	Review Cycles	No of Business Days per review cycle	No of Review Meetings
Training Material Outline	1	5	1
Updated Training Manual	2	10	2
New Training Manual	2	10	3
Quick Reference Guide	1	5	1

The RASCI chart is shown in Table 7.

Table 7: RASCI – Review and Approvals

Activity	CGI	City
Review drafts of training materials produced by CGI	Informed	Responsible
Return comments to CGI in Review Comment Matrix	Informed	Responsible

Facilitate review meetings with City	Responsible	Consulted
Incorporate changes to training materials	Responsible	Consulted

## 2.7 Practice Environment Configuration

CGI will configure the FMS4LA training environment to allow end-users to practice execution of the exercises from the training materials. These will be based on generic user accounts. E.g., FINTRAIN99.

The RASCI chart is shown in Table 6.

Table 8: RASCI – Practice Environment Configuration

Activity	CGI	City
Configure training FMS4LA environment	Responsible	Informed
Testing and exercise certification	Responsible	Consulted

## 2.8 Training Seminars and Demonstration Videos

CGI will conduct two (2) hour long seminars for each in-scope training manual. The purpose of these seminars is to demonstrate execution of the business processes from the training materials and answer end user questions. The intended audience for these sessions are FMS4LA end users. The seminars may be recorded at the City’s discretion.

CGI will prepare a demonstration video of each course listed in Appendix 1. These videos will provide information about each area of functionality but they will not be interactive. Videos will be prepared after the training manual is approved. As a working guideline Videos will be limited to 1 hour or duration. CGI and the City will agree on the contents of the video. Videos are included as part of the training materials groups defined in Appendix 1.

The RASCI chart for the testing activities is shown in Table 9.

Table 9: RASCI – Training Seminars

Activity	CGI	City
Prepare training seminars	Responsible	Consulted
Conduct training seminars	Responsible	Consulted
Compile list of Frequently Asked Questions (FAQ)	Responsible	Consulted
Prepare demonstration video of each course listed in Appendix 1	Responsible	Consulted

### 3. Schedule and Costs

The tentative completion date is subject to change given the complexity of the tasks and interdependencies with other areas of the project. The task breakdowns are illustrated in Figure 2

Figure 2: Project Timeline

ID	Task Name	Start	Finish	Duration	Q1 23		Q2 23			Q3 23		Q4 23		
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
1	Project Planning and Management	2/16/2023	9/29/2023	162d	[Gantt bar spanning Feb to Sep]									
2	Share existing training Materials	2/16/2023	3/3/2023	12d	[Gantt bar in Feb]									
3	Develop a Common Template	2/16/2023	3/3/2023	12d	[Gantt bar in Feb]									
4	Training Manual Updates	2/16/2023	5/29/2023	73d	[Gantt bar from Feb to May]									
5	Develop Quick Reference Guides	2/16/2023	5/29/2023	73d	[Gantt bar from Feb to May]									
6	Develop 1099 Training Manuals	4/5/2022	5/13/2022	29d	[Gantt bar in May]									
7	Practice Environment Configuration and Support	3/15/2023	9/29/2023	143d	[Gantt bar from Mar to Sep]									
8	Seminar Support	5/1/2023	9/1/2023	90d	[Gantt bar from May to Sep]									
9	Project Complete	10/2/2023	10/2/2023	0d	[Star icon in Oct]									

The cost to complete the tasks identified in this Statement of Work is \$750,000.00 based on the payment schedule specified below in Table 10:

Table 10: Payment Schedule

Payment Milestone	Invoice Date	Amount
Project Initiation and Management	2/15/2023	\$150,000
Training Materials Group 2	2/28/2023	\$100,000
Training Materials Group 3	03/31/2023	\$100,000
Training Materials Group 4	04/30/2023	\$100,000
Training Materials Group 1, 5	05/31/2023	\$100,000
Practice Environment and Seminar Support – Month 1	05/15/2023	\$50,000
Practice Environment and Seminar Support – Month 2	06/12/2023	\$50,000
Practice Environment and Seminar Support – Month 3	07/17/2023	\$50,000
Practice Environment and Seminar Support – Month 4	08/14/2023	\$50,000
<b>Total:</b>		<b>\$750,000</b>

For each milestone deliverable defined in the table above the Deliverable review approval process defined in the City's standard contract will apply.

## Appendix 1 – In-Scope Training Manuals

Course	Course Name	Payment Group
102	FMS Business Intelligence -InfoAdvatnage	Group 1
103	Advanced Report Development - InfoAdvantage	Group 1
104	Approver	Group 1
201	General Accounting Overview	Group 2
202	Budget Control	Group 2
203	Journal Vouchers	Group 2
204	Internal Transactions	Group 2
205	Central Processing (Controller)	Group 2
206	Central Processing (CAO)	Group 2
207	General Accounting Overview (Department Administrators)	Group 2
301	Accounts Payable Overview	Group 3
302	Vendor Maintenance	Group 3
303	Encumbrances	Group 3
304	Payment Requests	Group 3
305	Disbursements (Controller)	Group 3
306	Disbursements (Department Users)	Group 3
307	1099 Processing (new process)	Group 3
401	Accounts Receivable Overview	Group 4
402	Customer Maintenance	Group 4
403	Receivable and Billing Processing	Group 4
404	Receipt Processing	Group 4
404-A	Lockbox Processing	Group 4
405	Delinquency, Collections, and Write-Off Processing	Group 4
501	Cost Accounting Overview	Group 5
502	Project and Task Setup	Group 5
503	Work Order and Funding Setup	Group 5
504	Labor and Usage Data	Group 5
505	Overhead Processing	Group 5
506	Cost Allocation	Group 5
801	MSA Administration	Group 3
802	Service Contracts Administration	Group 3
803	Service Contract Performance Evaluation Administration	Group 3
900	Security and Workflow Administration	Group 1



## Appendix 2 - Sample Quick Reference Guides



New FINET Basic Navigation.pdf



Creating  
Transactions.pdf

## Appendix 3- Sample Training Guide Chapter



FMS4-403 -  
Receivable and Bill Pr

---

|

# **Exhibit B**

## **Standard Provisions for City Contracts Rev (09/22) [v.1]**

# STANDARD PROVISIONS FOR CITY CONTRACTS

## TABLE OF CONTENTS

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

## 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>PSC-45</b>	<u>Contractor Data Reporting</u> .....	<b>15</b>

**Exhibit 1** Insurance Contractual Requirements..... **16**

## 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.

### **PSC-45. Contractor Data Reporting**

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

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

Agreement/Reference: \_\_\_\_\_

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 (WC) and Employer's Liability (EL)

WC Statutory

EL \_\_\_\_\_

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

#### General Liability

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)

Discovery Period \_\_\_\_\_

#### 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

#### Crime Insurance

Other: \_\_\_\_\_