

# CONTRACT SUMMARY SHEET

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

DATE: June 28, 2013

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

**FORM MUST BE TYPEWRITTEN**

FROM (DEPARTMENT): Information Technology Agency

CONTACT PERSON: Irene Mayeda

PHONE: 213-978-3327

CONTRACT NO.:

C-122480

COUNCIL FILE NO.:

ADOPTED BY COUNCIL:

DATE

APPROVED BY BPW:

DATE

NEW CONTRACT X

AMENDMENT NO.     

ADDENDUM NO.     

SUPPLEMENTAL NO.     

CHANGE ORDER NO.     

CONTRACTOR NAME: 3DI, Inc.

TERM OF CONTRACT: February 5, 2013

THROUGH: January 11, 2016

TOTAL AMOUNT: \$4,800,000

PURPOSE OF CONTRACT:

Implementation of a Customers Relationship Management (CRM) System.

**NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET**

PRINT





CONTRACT  
BETWEEN  
CITY OF LOS ANGELES  
AND  
3DI, INC.

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

WITNESSETH

WHEREAS, Los Angeles Department of Water and Power (LADWP) is the billing agent for Bureau of Sanitation (BOS);

WHEREAS, to provide billing accuracy, LADWP and BOS will partner and leverage LADWP's new Customer Care and Billing (CC&B) Customer Service System, which will allow BOS to integrate with the LADWP web account security system and properly link to BOS customer account information;

WHEREAS, BOS also is replacing its outdated Service Request System with a modern system modeled after LADWP's Web Self-Service System, and will extend the integration technology already developed for LADWP;

WHEREAS, the CITY has long expressed a desire to implement a Customer Relationship Management ("CRM") System in order to manage constituent service requests, from intake through fulfillment, more efficiently. A CRM system would provide the public with one centralized point of entry for CITY service requests using multiple methods of communication and unify various CITY service request systems and make them centrally available to both CITY staff and the public in order to simplify both resolution tracking for each request and reporting across all request types. It is advantageous for ITA to leverage BOS investment in a CRM system to ensure consistency in the constituent's service request process;

WHEREAS, the BOS service requests constitute the majority of the City's service requests;

WHEREAS, The CONTRACTOR has unique and specialized knowledge with the development of the Web self-service system for LADWP using Oracle Seibel, and Web Center and integrating it with the billing system CC&B. The CONTRACTOR will be instrumental in helping the CITY develop a CRM System in an efficient and cost-effective way;

WHEREAS, the LADWP has hired CONTRACTOR to integrate the LADWP portion of the billing system with the BOS portion of the system;

WHEREAS, it is in the CITY's interest that the BOS integration is performed in the most efficient manner possible to assure consistency and minimize system integration risks;

WHEREAS, employing CONTRACTOR's services to complete the entire BOS integration will allow for a seamless consistent integration process;

WHEREAS, since CONTRACTOR is going to perform the work related to implementing the LADWP/BOS system, the majority of the entire scope of work which BOS is going to host; it is in the City's interest to have CONTRACTOR perform the work related to adding the other CITY departments onto the CRM;

WHEREAS, the CITY does not have the necessary staff, resources and expertise to design and develop the CRM system and therefore must contract out the services;

WHEREAS, the services of the CONTRACTOR are of an expert and technical nature and are temporary and occasional in character so competing bid is not required under Charter §371;

WHEREAS, the CONTRACTOR has been instrumental in the design and development of the LADWP Web Self-service system and, therefore, the CONTRACTOR possesses the expertise, knowledge, and sufficient personnel to perform the technical functions as detailed in the Scope of Services. It is not the CITY's interest to conduct a competitive process under Charter §372 for reasons provided above; and

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

## **1. PROJECT BACKGROUND AND DESCRIPTION**

LADWP acts as a billing agent and currently bills Solid Resources Fee (SRF) to customers on behalf of BOS. The current process used by LADWP and BOS to maintain necessary BOS account information for billing is manual and very labor intensive. The CITY has determined to enact a number of corrective measures to automate and increase the efficiency of the system and provide closer coordination between LADWP and BOS. LADWP and BOS will partner and use LADWP's new Customer Care & Billing Service System to ensure billing accuracy. BOS also will replace its antiquated Service Request System (Peregrine) with a more modern system modeled after the LADWP Web Self-service system, to provide a more seamless experience for customers when processing service request between both departments.



The CITY will implement a CRM System in order to manage constituent service requests, from intake through fulfillment, more efficiently. A CRM system would provide the public with one centralized point of entry for CITY service requests using multiple methods of communication. Members of the public would be able to submit requests directly via a website or a mobile phone application. 3-1-1 and BOS Call Center agents, staff or elected offices, or other CITY staff will also be able to submit request directly into one system. The system will unify various CITY service request systems and make them centrally available to both CITY staff and the public in order to simplify both resolution tracking for each request and reporting across all request types.

The proposed CRM system will have a web portal to allow data entry via a common website, GIS mapping and address validation functionality to all service requests to be accurately located and easily mapped, and unified identity management to enable secure system registration. The CRM system will replace some departments' existing systems and integrate with other departments' systems based on system functionality.

In addition to the project description outlined above, this project must tie into the Department of Water and Power (DWP) billing system being installed under different contracts. The work necessary for this project as a whole is being implemented under two contracts with distinct scopes of work. This contract (between ITA and CONTRACTOR) is one of these two contracts. The other contract is between DWP and 3DI and has a different, but equally critical and closely related, scope of work. It is the responsibility of the CONTRACTOR (3DI), to ensure the scopes of work under these two contracts properly mesh and provide the integration and functionality required between the 311/BOS CRM systems and the DWP billing and associated systems. The CONTRACTOR must coordinate and align the work under each of these contracts so the systems operate as a coordinated unified system.

## **2. PARTIES TO THE CONTRACT AND REPRESENTATIVES**

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

2.1. The parties to this CONTRACT are:

2.1.1. CITY: The CITY of Los Angeles, a municipal corporation, having its principal office at 200 North Main Street, Room 1400, Los Angeles, California 90012.

2.1.2. CONTRACTOR: 3DI, Inc., a California corporation, having its principal office at 3 Pointe Drive #307, Brea, California 92821.

- 2.2. The CONTRACTOR designates the following person to represent CONTRACTOR in all matters pertaining to this CONTRACT:

Name: Mihir Desai  
Title: Vice President  
Address: 3 Pointe Drive, Suite 307  
Brea, CA 92821  
Telephone: (714) 257-1100 x 143  
Fax: (714) 257-1386  
E-Mail: Mihir.Desai@3disystems.com

- 2.3. The CITY designates the following person, or his/her designated representative, to represent the CITY in all matters pertaining to this CONTRACT Administration:

Name: Laura Ito  
Title: Director of Finance and Administration  
Address: 200 North Main Street, Room 1400  
Los Angeles, CA 90012  
Telephone: (213) 978-3322  
Fax: (213) 978-3310  
E-Mail: Laura.Ito@lacity.org

- 2.4. The CITY hereby appoints the following person(s) to act as the CITY'S PROGRAM MANAGER:

Name: Jennifer Baños  
Title: Information System Manager II  
Address: 200 North Main Street, Room 1400  
Los Angeles, CA 90012  
Telephone: (213) 978-0897  
Fax: (213) 978-6366  
E-Mail: Jennifer.Banos@lacity.org

- 2.5. Additional technical specialists may be assigned subject to the CITY'S PROGRAM MANAGER'S approval.
- 2.6. The CONTRACTOR agrees that personnel assigned to these positions at the commencement of services under this CONTRACT shall service in these positions as long as required by the PROJECT, and the CONTRACTOR shall not change personnel assigned to these positions without the consent and approval of CITY'S PROGRAM MANAGER, provided such consent shall not be unreasonably withheld.
- 2.7. Unless otherwise provided or approved by the CITY, the CONTRACTOR shall use its own employees or independent consultants to perform the services described in this CONTRACT. The CITY shall have the right to



review and approve any personnel who are assigned to work under this CONTRACT. The CONTRACTOR agrees to remove personnel from performing work under this CONTRACT if requested to do so by the CITY.

2.8. CITY'S PROGRAM MANAGER shall represent the CITY in all matters within the scope of the CONTRACT related to project management. The CITY'S PROGRAM MANAGER will in turn designate a PROJECT MANAGER(s) to represent CITY in all matters within the scope of a TASK ORDER(s).

#### 2.9. Notices

Formal notices, demands and communications from CONTRACTOR shall be given to the CITY'S Representative with copies to the CITY'S PROGRAM MANAGER.

Formal notices, demands and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. A copy of said formal notices, demands and communications shall also be transmitted via email or fax. Original invoices may be sent by first class U.S. Mail.

#### 2.10. Notice Change

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this Section, within five (5) working days of said change.

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

### 3. TERM OF AGREEMENT

The term of this CONTRACT shall commence on Feb 5, 2013 and expire no later than January 11, 2016, or at such time as all funding provided herein has been expended, whichever occurs first. This CONTRACT shall be subject to termination by the CITY if funds are not appropriated for these services in the ensuing fiscal year commencing July 1.

### 4. COMPENSATION, INVOICING, AND PAYMENT

#### 4.1. Compensation and Method of Payment

The CONTRACTOR agrees to perform the work described in Appendix B – “City of Los Angeles CRM Project Statement of Work” and the CITY shall compensate the CONTRACTOR upon the satisfactory completion of the tasks or milestones as set forth in Section 3 - “Project Pricing Structure & Milestone Invoicing” of Appendix B,

ITA cost ceiling for this CONTRACT is \$3,300,000.

BOS cost ceiling for this CONTRACT is \$1,500,000.

The CITY's total obligation under this CONTRACT shall not exceed \$4.8 million, as detailed below. The CONTRACTOR further understands and agrees that execution of this CONTRACT does not guarantee that the CONTRACTOR's employees will be utilized.

Current Budget Authority (FY12-13)

Phase I, Deliverables 1-12: \$1.932 million (\$1,032,000 ITA and \$900,000 BOS)

Approved Future Budget Authority (FY13-14)

Phase II, Deliverables 1-12: \$600,000 (ITA)

Contingency Funding, to be allocated pursuant to Task Orders, or any amendment if required: \$400,000 (\$200,000 ITA and \$200,000 BOS)

Subtotal approved future budget authority: \$1 million

Unallocated, subject to future budget authorities

Phase I and II, Deliverable 13: \$912,120 (\$543,120 ITA and \$369,000 BOS)

Additional deliverables, to be determined and subject to allocation by written amendment to this contract: \$955,880

Subtotal Unallocated, subject to future budget authorities: \$1.868 million

Total Contract Obligation

\$4.8 million

Before services are provided, CONTRACTOR must receive written approval to proceed pursuant to 4.4.2 of this CONTRACT.

Any increases in the total obligation will be approved by written amendments initiated by the ITA. CONTRACTOR may not charge any CITY department an amount that will exceed the cumulative approved compensation limit shown above. To the extent that future budget authorities are allocated within the amount shown above in the unallocated future budget authorities items, the ITA may adjust the approved budget authorities line item(s) consistent with new allocations within the limitations above. ITA will provide written notification to the CONTRACTOR and City Administrative Officer when it adjusts the approved budget authority and the unallocated budget authority.



The CITY hereby appoints the following person(s) to act as the CITY'S PROJECT MANAGER(s) for each department.

Department: ITA  
Name: Jennifer Baños  
Title: Information System Manager II  
Address: 200 North Main Street, Room 1400  
Los Angeles, CA 90012  
Telephone: (213) 978-0897  
Fax: (213) 978-6366  
E-Mail: Jennifer.Banos@lacity.org

Department: BOS  
Name: Steven Jew  
Title: Sr. Systems Analyst I  
Address: 1149 S. Broadway  
Los Angeles, CA 90015  
Telephone: (213) 485-2241  
Fax: (213) 485-2967  
E-Mail: Steven.Jew@lacity.org

#### 4.2. Invoicing and Payment

CONTRACTOR shall submit respective invoices to the CITY'S PROJECT MANAGER(s), with all supporting backup documentation, upon the satisfactory completion of the tasks or milestones as set forth in Section 3 – "Project Pricing Structure & Milestone Invoicing" of Appendix B.

The CONTRACTOR is required to submit invoices that conform to CITY standards and include, at a minimum, the following information:

1. Name and address of CONTRACTOR
2. Name and address of (CITY) department being billed
3. Date of invoice
4. Reference to Contract Number
5. Reference to the (CITY) department approval and the specific Task Order, and milestone/deliverable authorizing the work performed by CONTRACTOR.
6. Description of the services performed and the amount due for the services

7. Certification by a duly authorized officer of the CONTRACTOR
8. Remittance Address (If different from CONTRACTOR address)
- 4.3. The CITY shall not be obligated to reimburse CONTRACTOR for costs incurred in excess of the Project Pricing Structure set forth in Exhibit B. The CONTRACTOR shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the Project Pricing Structure unless and until CITY shall have notified CONTRACTOR in writing that such Statement of Work and Pricing has been changed and shall have specified in such notice an estimated revised Project Pricing Structure, which shall thereupon constitute the cost requirement of this CONTRACT. In the absence of the written notice, the CITY shall not be obligated to reimburse the CONTRACTOR for any costs in excess of the Project Pricing Structure set forth, whether those costs were incurred during the course of the CONTRACT or as a result of termination.

#### 4.4. Governance Structure

The governance structure consists of following elements:

1. The Roles and Processes used to govern the project
2. Task Order structure
3. Deliverable Review & Acceptance Process
4. Funds Management

These elements are described below.

##### 4.4.1. Roles & Processes used to govern the project

###### 4.4.1.1. Roles

###### 4.4.1.1.1. **Contract Administrator**

The Contract administrator shall be responsible for signing the contract on behalf of the CITY. The contract administrator will not be responsible for:

- Project management
- Project payment approval
- Project dispute resolution

On this project there will be one Contract Administrator designated by ITA.

###### 4.4.1.1.2. **Program Manager**



Program Manager shall be responsible for:

- Administrative functions related to the project
- Coordination of activities between Project managers and Contract Administrator

Program Manager shall NOT be responsible for :

- Project Management
- Project payment approval

Program Manager may also be a Project Manager for one or more Task Orders on this or other projects. On this project there will be one CITY PROGRAM MANAGER designated by ITA.

#### **4.4.1.1.3. Project Manager**

Project Manager shall be responsible for managing one or more Task Order on this project. The Project Manager shall be responsible for

- Project Management for the task orders assigned to her/him including:
  - o Approval of requirements
  - o Manage project plan
  - o Acceptance of deliverables
  - o Approval of invoices
- Change management for task orders
- Keeping Program Manager apprised of project status and payment approvals
- Each Task Order shall have one Project Manager

#### **4.4.1.1.4. Project Management Team**

Project Management Team shall consist of Project Managers appointed by BOS, ITA and CONTRACTOR representing the Task Orders managed by those Project Managers respectively. Each Task Order will have its own Project Management Team. Project Management Team shall be responsible for day to day activities of the project and reporting the status of the project to the Program Management and the Project Steering Committee.

#### **4.4.1.1.5. Departmental Program Manager**

Each department will have its own Program Manager. Departmental Program Manager shall provide departmental oversight to the Project Managers and help with resolution of issues raised by Project Management Team to the departmental level.

#### **4.4.1.1.6. The Project Steering Committee**

The Project Steering Committee shall consist of project sponsors from BOS, ITA and CONTRACTOR. The Project Steering Committee shall provide overall project oversight.

#### **4.4.1.2. Process**

##### **4.4.1.2.1. Project Management Governance Structure**

Upon kickoff, BOS, ITA and CONTRACTOR shall designate:

- Project Management Team,
- Departmental Program Management, and,
- Project Steering Committee.

##### **4.4.1.2.2. Project Meetings**

Regularly scheduled meetings are an important mechanism for managing a project. In the project there will be following meetings held as needed.

- Project Management Team Meetings: Meetings to manage day to day activities for each Task Order. CONTRACTOR'S Project Manager will lead the meetings. The meetings may be held as frequently as necessary. BOS and ITA Project Managers will determine who should attend these meetings.
- Departmental Program Manager Meetings: Purpose of these meetings is to report the status of each task order to the Departmental Program Management Team. BOS and ITA are encouraged to attend each other's Program Manager meetings. These meetings may be held once a week or as frequently as needed. CONTRACTOR Program Manager is required to attend this meeting.
- Steering Committee Meetings: Steering Committee meetings must be attended by departmental stake holders and project sponsors including Contract



Administrator, Program Managers and Project Managers as needed. CONTRACTOR's project sponsor is required to attend this meeting. CONTRACTOR shall present status of the project to the Steering Committee. Steering Committee shall be held once a month or as needed.

#### **4.4.1.2.3. Project Issue Management**

- CONTRACTOR shall raise all task order related issues (technical & administrative) to the CITY'S PROJECT MANAGER responsible for that task order. If the issues are not resolved by department's PROJECT MANAGER in reasonable time or reasonable manner, then CONTRACTOR may employ the escalation process in section 4.4.1.2.4 below.
- Department shall raise all task order related issues (technical & administrative) to the CONTRACTOR'S PROJECT MANAGER responsible for that task order. If the issues are not resolved by CONTRACTOR'S PROJECT MANAGER in reasonable time or reasonable manner, then CITY'S PROJECT MANAGER may employ the escalation process in section 4.4.1.2.4 below.

#### **4.4.1.2.4. Project Issue Escalation**

- When issues are not resolved at the Project Management Team level, they may be reported for resolution at the Program Management level. Either the CONTRACTOR or the CITY may report the issue to the Program Manager. The Program Manager will make her best effort to resolve the issues.
- If the issues are not resolved at the Program Manager, they may be reported to the Steering Committee by either the Project Management Team or the Program Manager. Steering Committee shall make its best effort to resolve the issue. In the event that the issue cannot be resolved by the Steering Committee, the CITY may seek the option of arbitration or termination of the CONTRACT per PSC-10 "Termination" clause of Standard Provisions.

#### **4.4.2. Task Order**

During the term of this CONTRACT, either of the CITY departments (Bureau of Sanitation or Information Technology Agency) shall have the right to issue new Task Order(s) or modify existing Task Order(s) within the general scope of work contemplated by this CONTRACT and consistent with Appendix B - "City of Los Angeles CRM Project Statement of Work".

#### 4.4.2.1. Task Order Structure

A Task Order shall specify the following:

1. Purpose and Objective
2. Scope of Work
3. Task Schedule
4. Key CONTRACTOR and SUBCONTRACTOR personnel required for the task (if applicable)
5. Departmental responsibilities
6. Interdependencies between task orders, other project, and other departments
7. Milestones & Deliverables
8. Payment Schedule
9. Department designated Project Manager

#### 4.4.2.2. Task Order Development

Within ten (10) calendar days following the CONTRACTOR's receipt of the Department's written Task Order proposal, the CONTRACTOR, at its own expense, shall prepare and deliver to the Department a written response to the Department's request evaluating the Task Order proposal for completeness, clarity, ability to perform the work and services, schedule, and proposed use of SUBCONTRACTORS and CONTRACTOR personnel. The CONTRACTOR may suggest to the Department that changes be made to the work and services contemplated in the Task Order proposal. The CONTRACTOR shall provide the Department with a detailed cost estimate, including identification of all required personnel, rates, and hours of effort, for the requested Task Order proposal.

Upon the Department's review of the CONTRACTOR's written response to the Task Order proposal, the Department and CONTRACTOR shall cooperatively work to develop a Task Order. To that end, informal exchanges between the CONTRACTOR and Department Task Order administrator or PROJECT MANAGER are encouraged to aid in the development of a Task Order.



#### 4.4.2.3. Task Order Approval and Authorization

A Task Order executed by the department's PROJECT MANAGER or their designee established in writing, shall be delivered to the CONTRACTOR for execution. The Task Order shall contain the full and complete agreement among the Parties regarding the work and services contemplated in the Task Order. The Department shall not be liable for payment for CONTRACTOR services, work, task, deliverables or costs, which are performed outside an authorized Task Order.

#### 4.4.2.4. Task Order Modifications

The Department or CONTRACTOR may seek modifications to an authorized Task Order to address needed services, work, tasks, deliverables, or costs associated with the task assignment or to address changed conditions. Such Task Order modifications shall be processed in accordance with the Task Order Development procedures established in Section 4.4.2.2.

The CONTRACTOR shall notify the Department in writing as soon as the CONTRACTOR becomes aware that the tasks assigned in an authorized Task Order may not be able to be completed for the authorized expenditure amount. In such an event the CONTRACTOR shall propose suggested modifications to the Task Order for consideration by the Department. The CONTRACTOR agrees and acknowledges that failure to provide such notice to the Department could result in negative impacts to the Department and project completion.

#### 4.4.3. Deliverable Review and Acceptance Responsibility

Invoices in the amount specified under Section 3 – “Project Pricing Structure and Milestone Invoicing” of Appendix B – “City of Los Angeles CRM Project Statement of Work” submitted after the deliverable specified under Section 2 – “Scope Elements” of Appendix B has been approved and accepted by the CITY. The CONTRACTOR will be responsible for coordinating the deliverable sign-off process and will provide a signed copy to the CITY'S PROJECT MANAGER(S). The deliverable sign-off form sample in Appendix C may be used for the sign-off process.

Following table show the CITY'S approval responsibilities:



<b>Task Order Owner</b>	<b>Deliverable Acceptance Signoff Authority</b>	<b>Invoice Approval Authority</b>
ITA	ITA	ITA
BOS	BOS	BOS
BOS and ITA	BOS and ITA	BOS for BOS ITA for ITA

#### 4.4.4. Funds Management

Total funds budgeted under this CONTRACT may not exceed the ceilings established under Section 4.1 of this CONTRACT.

In addition, the amount for each deliverable/milestone may not exceed the amount allocation indicated in Section 3 – “Project Pricing Structure & Milestone Invoicing” of Appendix B – “City of Los Angeles CRM Project Statement of Work”.

Contingency funds (see Section 4.1).

- 4.5. The CITY shall not pay for CONTRACTOR'S nor SUBCONTRACTORS personnel for invoice preparation. The CITY shall not pay for CONTRACTOR'S nor SUBCONTRACTOR'S communication expenses and computer time charges.
- 4.6. The CITY'S liability under this CONTRACT shall only be to the extent of the present appropriation to fund the CONTRACT. No action, statement, or omission of any officer, agent, or employee of CITY shall impose any obligation upon CITY, such officer, agent, or employee, except to the extent CITY has appropriated funds and otherwise in accordance with the terms of this CONTRACT. The CONTRACTOR and the CITY agree that no indebtedness for work performed which results in costs under this CONTRACT shall arise against the CITY until and unless there is an appropriation of funds to pay for such work. However, if the CITY shall appropriate funds for any successive fiscal years, the CITY'S liability shall be extended to the extent of such appropriation subject to the terms and conditions of this CONTRACT.
- 4.7. Performance Metrics will be included in every TASK ORDER produced under the CONTRACT. At a minimum, each TASK ORDER will contain a ten percent (10%) retention that can only be achieved through delivery according to successful completion of the defined task-based metrics (e.g., schedule, quality, etc.). The total retention amount for ITA milestones/deliverables 1 - 6.1 shall be due for payment to CONTRACTOR 90 days after acceptance of the final deliverable of ITA milestone/deliverable 6.2.



The total retention amount for BOS milestones/deliverables 1- 6.2 shall be due for payment o CONTRACTOR 90 days after acceptance of the final deliverable of BOS milestone/deliverable 6.2.

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

4.9. Payment

Payment approval shall be subject to satisfactory completion of the tasks or milestones as set forth in Section 3 – “Project Pricing Structure & Milestone Invoicing” of Appendix B – “City of Los Angeles CRM Project Statement of Work”. The payment may only be approved upon obtaining signoff from the CITY as set in Section 4.4.3 – “Deliverable Review and Acceptances”. The CITY shall pay the approved amount within sixty (60) days after the CITY’S PROJECT MANAGER(s) receive CONTRACTOR’S invoice.

**5. RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED BY THE CONTRACTOR**

The CITY acknowledges and agrees that CONTRACTOR’S ability to perform the services is conditioned upon the CITY’S timely performance of its obligations. Services shall include, but not be limited to the following:

- 5.1. The CONTRACTOR shall perform the services as specified in each TASK ORDER. CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by or CONTRACTOR’S performing the same or similar services.

- 5.2. The CONTRACTOR shall provide corrective services for work performed pursuant to this CONTRACT in a manner consistent with generally accepted industry standards. The CITY’S sole remedy and CONTRACTOR’S sole obligation in the event of a breach of the warranty contained herein is, at CITY’S option: (i) to re-perform the services, or (ii) to refund the amounts paid by CITY for the services which were not as warranted, provided CONTRACTOR has received notice from the CITY within thirty (30) days of the CITY becoming aware that the services provided to the CITY were defective or within ninety (90) days of CITY’S acceptance of the deliverable for the final “Go Live” for the project (the “Warranty Period”).

5.3. Stabilization Period



Immediately following the 90 day warranty period, CONTRACTOR shall provide monthly stabilization services pursuant to the terms and conditions of Section 11 of this agreement, for compensation as provided in Exhibit B.

#### 5.4. Maintenance of Records

The CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this CONTRACT, in their original form, in accordance with requirements prescribed by the CITY. These records shall be retained for a period of no less than three (3) years following final payment made by the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this CONTRACT or within the three (3) years following final payment made by the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. The CONTRACTOR shall provide any reports requested by the CITY regarding performance of this CONTRACT. Any sub agreement entered into by the CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT.

#### 5.5. Scope of Services

Furnish staff for the overall performance of the duties set forth in this Section.

CONTRACTOR'S services are required to assist the CITY with design and development of the proposed system(s). The number of persons and specific individuals assigned by CONTRACTOR to the PROJECT shall be subject to the CITY'S approval and shall take into account the CITY'S cost objectives as made known to the CONTRACTOR.

Detailed scope of services is included in Appendix B.

Not included under this Scope of services is the long-term on-going annual maintenance or services to design and implement the enhancements and modifications after completion of the project.

#### 5.6. CONTRACTOR Schedule of Services

- 5.6.1. In the event the CITY'S PROJECT MANAGER has authorized project management hours to prepare the schedule of services and subsequent revisions and reports, the CONTRACTOR shall prepare the schedule and submit it to the CITY'S PROJECT MANAGER within fifteen (15) working days of the TASK ORDER authorization date. This schedule shall be submitted electronically in Microsoft Project format and should be revised and updated in a timely manner.



5.6.2. The CONTRACTOR'S schedule as noted in Section 5.5.1 shall show the start and finish dates of each part or division of work and shall show all submittals associated with each work activity. The CONTRACTOR shall allow a minimum of fifteen (15) working days for the CITY'S PROJECT MANAGER to review each submittal unless a longer period of time is specified in this CONTRACT, or mutually agreed to by both parties in writing. The work activities in the schedule shall be of sufficient detail to document that adequate planning has been completed for proper execution of work and such that it provides an appropriate basis for monitoring and evaluating the progress of the work. The schedule shall show all major work items, points of interface with the CITY and milestone submittals. The CITY'S PROJECT MANAGER shall review the CONTRACTOR'S schedules and provide comments on overall compliance with the requirements.

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

### **6.1. Acceptance**

6.1.1. Unless otherwise agreed in writing by CITY, the CITY'S PROJECT MANAGER(s), on behalf of CITY, shall have the right to review each Deliverable to be provided by CONTRACTOR under this CONTRACT, 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 this Section 6. Payment for any such Deliverable as defined in Section 2 – "Scope Elements" of Appendix B - "City of Los Angeles CRM Project Statement of Work" will be made, in arrears after CITY'S Acceptance of such Deliverable.

### **6.2. System Deliverable Acceptance Testing**

#### **6.2.1. Conditional Acceptance of System Deliverables**

Upon CONTRACTOR'S notification to the CITY that CONTRACTOR has completed any system Deliverable and that such System deliverable is ready for testing, CITY will begin testing such System Deliverable in a non-production environment using the testing procedures and standards set forth in the TASK ORDER, industry standards and procedures and/or such other standards and procedures as are mutually agreed upon in writing, to determine whether such System Deliverable meets all applicable Specifications and acceptance criteria set forth in the TASK ORDER and or such other criteria as are mutually agreed upon in writing ("Pre-Live Testing"). The Pre-Live Testing period for each system Deliverable will be thirty (30) days unless otherwise stated in the TASK ORDER or mutually agreed upon Project Schedule ("Acceptance Period"). After



CITY has completed the Pre-Live Testing for a System Deliverable, CITY will either notify CONTRACTOR in writing of its "Conditional Acceptance" of such System Deliverables, or if CITY determines (as a result of the foregoing testing or in any other manner) that any System Deliverable has a Deficiency or does not perform as provided for in the TASK ORDER, then CITY will deliver to CONTRACTOR a report describing the Deficiency ("Deficiency Notice"). CONTRACTOR shall correct each such Deficiency with fifteen (15) calendar days after receiving such report, or if any Deficiency is one that is not capable of being corrected within the fifteen (15) day period, then within such longer period of time as mutually agreed to by the parties, and thereafter CITY may re-test such errors in accordance with Section 6.3 (Failed System Deliverable Testing). If CITY fails to provide written notice of Acceptance or a Deficiency Notice within the requisite Acceptance period or any Re-test Period (as defined in Subsection 6.3 below), as the case may be, CONTRACTOR will provide CITY with a notice reminding CITY that the Acceptance Period or Re-test Period, as the case may be, has expired ("Reminder Notice") and CITY shall then have three (3) additional working days to provide the required notices, failing which, a "Provisional Acceptance" will be deemed to have occurred. In the event of any Provisional Acceptance, CONTRACTOR shall be entitled to consider the Deliverable Conditionally Accepted solely for the purpose of invoicing CITY for completed Milestones. However, if CITY subsequently rejects such Deliverable: (i) CONTRACTOR shall be required to correct the identified deficiencies pursuant to Subsection 6.2.2 (Deficiency Corrections); and (ii) CONTRACTOR may, within ten (10) working days after CONTRACTOR'S receipt of the CITY'S written notice of rejection, prepare and submit a written proposal for a TASK ORDER MODIFICATION to account for any impact on the Project Price and/or on the Project Schedule that has resulted from CITY'S delayed rejection of the subject Deliverable. The CITY agrees that, upon completion of the Pre-Live Testing of the System as a whole, go-Live will occur, provided that there remains no uncorrected Severity Level 1 or Severity Level 2 deficiency (and no combination of lower level Deficiencies that in the aggregate can be Severity Level 1 or Severity Level 2 Deficiency). If there remain any Deficiencies upon Go-Live, CONTRACTOR shall diligently work to correct such errors in accordance with the warranty contained herein.

#### 6.2.2. Deficiency Corrections

CONTRACTOR shall correct any Deficiencies not corrected at the expiration of the applicable Warranty Period in accordance with the timeframes specified in this CONTRACT.

#### 6.2.3. Final Acceptance Testing



After Conditional Acceptance of the system Go-Live will occur. After the System has been in live production operations for a ninety (90) days following Go-Live (unless such activities and /or processing is delayed as a result of any Deficiency in the System), and CITY has determined that: (i) the System has no Level 1 or Level 2 Deficiency (and no combination of lower level Deficiencies that in the aggregate, can be categorized as a Severity Level 1 or Severity Level 2 Deficiency), that have not been fully cured, (ii) the System performs as specified in this Contract, and (iii) all training services required hereunder, and all other services and Deliverables described in the TASK ORDER and elsewhere in this CONTRACT, have been fully completed, then CITY will notify CONTRACTOR in writing of its "Final Acceptance" of the System.

#### 6.2.4. Testing Criteria

Except to the extent otherwise specifically provided in the TASK ORDER, CITY'S testing of each component of the System and the system as a whole may include, without limitation, testing to CITY'S reasonable satisfaction in the following regards: (a) unit testing of any module, program or System component, including without limitation individual testing of each field, screen, screen-related action, processing requirement, functionality requirement and processing state; (b) testing of the interfaces between different System components and/or between the system (or any portion thereof) and any other software, hardware or data used by CITY; (c) reliability testing of the System or any System component; (d) system testing of the system (in whole or in part) and testing of the System's integration with other CITY systems; and volume/stress testing of the System or any System component under peak or maximum specified conditions to measure response times and the System's reaction to load.

#### 6.3. Failed System Deliverable Testing

If any System Deliverable, has not successfully completed any testing, CITY'S PROJECT MANAGER (or his/her designee) will notify CONTRACTOR, of such failure, specifying with as much detail as possible the manner in which such System Deliverable failed to pass such testing. CONTRACTOR shall immediately commence and diligently proceed to correct as quickly as commercially practicable the identified Deficiencies and to permit such System Deliverable to be ready for retesting. In any event, such corrections shall be completed within fifteen (15) calendar days, except where the corrections are not capable of being made within such 15-day period, in which case CONTRACTOR will develop and submit, as promptly as commercially practicable but in any event within such 15-day period, for CITY'S written approval, a plan for correction. Such plan



shall include a deadline for completing the corrections, and CITY'S approval of such plan will not be unreasonably withheld. In the event that CITY approves CONTRACTOR'S plan, CONTRACTOR shall diligently proceed with corrections in accordance with the approved plan and shall complete such corrections by the deadline specified therein. CONTRACTOR shall promptly notify CITY'S PROJECT MANAGER, in writing, when such corrections, repairs and modifications have been completed, and the applicable testing shall begin again, provide that in the event any such retesting is to be performed CITY shall have the right to modify or supplement such testing as it deems appropriate to ensure that any problems with the System deliverable have in fact been corrected, both for the failed scenario and for use in scenarios beyond any presented in the previously failed testing. The amount of time during which CITY may retest the System Deliverable (the "Re-test Period") shall be mutually determined by the parties based on the nature of the Deficiencies that were to have been corrected, the possibility that the corrections may have affected other functionality or performance of the System Deliverable and similar considerations, but in any event will not exceed the initial testing period. If, after such retesting (including any such modifications or supplements) has been completed for a second time, CITY'S PROJECT MANAGER makes a good faith determination that the System or System component again fails to pass the subject testing, CITY'S PROJECT MANAGER (or his/her designee) will notify CONTRACTOR, specifying with as much detail as possible the manner in which such System Deliverable failed to pass the retesting. Such procedure shall continue for a reasonable period of time, subject to CITY'S rights under the termination term contained herein, until such time as CITY notifies CONTRACTOR in writing either: (i) the successful completion of such testing; or (ii) that CITY has concluded in its sole and reasonable judgment that satisfactory progress toward successful completion of such Deliverable is not being made, in which latter event CITY shall have the right to make a determination that a non-curable material default has occurred and to terminate this CONTRACT in accordance with the terms and conditions of this CONTRACT on the basis of such default. Such a termination by CITY may be, in CITY'S sole and reasonable judgment, either: (i) a termination with respect to one or more System components or (ii) if CITY believes that the failure to pass the applicable testing affects the functionality, performance or desirability to CITY of the System as a whole, the entire CONTRACT. The foregoing is without prejudice to any other rights that may accrue to CITY or CONTRACTOR under the terms of this CONTRACT or by law.

#### 6.4. Acceptance of Non-system Deliverables

Unless otherwise agreed in writing by CITY, upon written notification from CONTRACTOR that any Non-System Deliverable is complete and ready for review, CITY'S PROJECT MANAGER, on behalf of the CITY, shall have the rights to review such Non-System Deliverable for a period of not



to exceed Fifteen (15) working days or such other period as set forth in the TASK ORDER or Project Schedule, and to either accept or reject such Non-System Deliverable based on industry acceptance standards and the acceptance criteria for such Deliverable set forth in the TASK ORDER, or otherwise in this CONTRACT. CONTRACTOR shall correct the errors or defects within ten (10) calendar days after receiving such notification or such period as shall be commercially reasonable, and CITY may then re-examine the Deliverable and to either accept or reject such Non-System Deliverable as set forth above. In the event that such Non-System Deliverable is again rejected, the process described in this Subsection 6.4 shall be repeated.

## **7. AUDIT**

- 7.1. The CONTRACTOR shall maintain, and the CITY shall have the right to examine and audit, including but not limited to all the books, records, documents, accounting procedures and practices and other evidence regardless of form (e.g., machine-readable media such as disk, tape, etc.) or type (e.g., databases, applications software, databases management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred, or anticipated to be incurred, in performing the Contract.
- 7.2. The CONTRACTOR shall make said evidence (or to the extent accepted by the CITY, photographs, micro-photographs, or other authentic reproductions thereof) available to the CITY at the CITY'S or the CONTRACTOR'S offices (to be specified by the CITY) at all reasonable times and without charge to the CITY. Said evidence/records shall be provided to the CITY within five (5) working days of a written request from the CITY. The CONTRACTOR shall, at no cost to the CITY, furnish assistance for such examination/audit.
- 7.3. Any information provided on machine-readable media shall be provided in a format accessible and readable by the CITY. The CONTRACTOR'S failure to provide records or access within the time requested shall preclude CONTRACTOR from receiving any payment due under the terms of this Contract until such evidence/documents are provided to the CITY. The CONTRACTOR shall obtain its SUBCONTRACTORS and Suppliers written agreements to the requirements of this Section and shall upon the CITY'S request, provided a copy of such agreements.

## **8. DELIVERY**

All Deliverables of Licensed Software and Documentation required or permitted under the terms of the Contract shall be delivered from a point of transmission outside of facilities owned or operated by the CITY by electronic transmission, to the extent possible, via common telecommunications carrier or the public Internet



to and for storage within computing hardware and electronic storage devices owned or under the control of the CITY. Unless otherwise requested by the CITY no tangible media, Object Code or Documentation shall be delivered to the possession and/or ownership of the CITY. All deliveries of the Licensed Software and Documentation shall be transmitted in accordance with the following protocols:

- 8.1. CONTRACTOR shall establish on a computer under its direct control not owned or otherwise controlled by the CITY, an "FTP Site", in which all of such Deliverables are stored in digital formats.
- 8.2. The FTP Site shall contain, at the minimum, a repository of the Licensed Software, including error corrections, updates and releases to be delivered under this Contract, indexed with release dates and other descriptive information, including any Customizations to the Licensed Software.
- 8.3. Delivery shall be accomplished by causing the CITY'S development environment computing hardware to access the FTP Site over the public Internet, and request the transmission of all applicable modules for storage in the CITY'S development environment, so as to create a duplicate of the repository in the CITY'S development environment.
- 8.4. Alternately, either persistently or intermittently for the duration of the Project as determined by CITY, CONTRACTOR will be provided remote access to the CITY Development Environment for the purposes of delivering the software electronically.

## **9. REDUCTION IN SCOPE**

To the extent that the TASK ORDER 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 project on written notice from the CITY within the time period, if any, set forth in Section 3 – "Project Pricing Structure and Milestone Invoicing" of Appendix B - "City of Los Angeles CRM Project Statement of Work". In such event, the line item in the Project Pricing Structure for such eliminated Services or Deliverable shall be automatically deemed to be deleted.

## **10. TECHNOLOGICAL CHANGE**

As part of the Services, CONTRACTOR shall provide CITY access to new software or improvements to existing software (or other CONTRACTOR products), to the extent made available to CONTRACTOR'S customers, that could reasonably be expected to have a favorable impact on CITY'S working for CITY'S evaluation and testing ("Improved Technology"). In addition, CONTRACTOR shall meet with CITY at least once during every 180 day period during the period in which the Contract or any Maintenance Agreement is in force



to (i) inform CITY of any new software or improvements to existing software information processing technology CONTRACTOR is developing or considering developing or is otherwise aware of that may be relevant to the CITY; and (ii) provide the CITY with an opportunity to provide input on technical aspects or functionality of CONTRACTOR'S products.

## **11. WARRANTY AND RESPONSIBILITY OF CONTRACTOR**

- 11.1. The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the CONTRACTOR under this CONTRACT. The CONTRACTOR shall within the scope of the warranty obligation herein, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.
- 11.2. The CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by the CITY. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONTRACTOR will notify the CITY in a reasonable manner after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this CONTRACT, as well as recommendations for the correction of such incorrect or misleading information.
- 11.3. The CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this CONTRACT in accordance with this CONTRACT.
- 11.4. The CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONTRACTOR'S negligent performance of any of the services furnished under this CONTRACT, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party.
- 11.5. The following table describes the severity level and expected service level agreement during the warranty and stabilization periods of the agreement:

Severity	Severity Description	CONTRACTOR Expected Response Time
1 - Critical	A problem with the system causing critical impact to the customer's business operation. No workaround is immediately available and work using the system cannot continue.	Respond within 2 business hours of notification. Prepare detailed work plan for resolution within 4 business hours of issue acknowledgement.



2 - Serious	A problem with the system causing critical impact to the customer's business operation. Workaround is available but is unacceptable on a long term basis.	Respond within 4 business hours of notification. Prepare detailed work plan for resolution within 8 business hours of issue acknowledgement
3 - Moderate	A problem with the system that impairs some functionality, but a practical workaround exists.	Respond within 4 business hours of notification. Prepare estimated work plan for resolution within 7 business days.
4 - Minor	Component of the system is not working as intended, but not keeping user from doing their job.	Respond within 4 business hours of notification. Resolve problem with next scheduled patch or notify CITY contact of expected completion date.

## **12. ESCROW AGREEMENT**

In lieu of a performance bond, CONTRACTOR shall establish and maintain for the term of this CONTRACT an escrow account in an amount equal to One Hundred Eight Thousand Dollars (\$108,000.00) with a mutually agreeable escrow agent pursuant to a mutually agreeable form of escrow agreement. CONTRACTOR shall bear all fees and expenses of opening and maintaining the escrow, but shall be entitled to all interest and other return on the investment of the funds deposited by CONTRACTOR into the escrow account.

## **13. CONTRACTOR PERFORMANCE EVALUATION**

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

## **14. FIRST SOURCE HIRING ORDINANCE**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this CONTRACT is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.



- 14.1. CONTRACTOR shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that the CONTRACTOR estimates they will need to fill in order to perform the services under the CONTRACT. The Department of Public Works Office of Contract Compliance is the Designated Administrative Agency (DAA).
- 14.2. CONTRACTOR further pledges that it will, during the term of the Contract, shall a) At least seven (7) working days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR interviewed and the reasons why referred individuals were not hired.
- 14.3. Any subcontract entered into by the CONTRACTOR relating to this CONTRACT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
- 14.4. CONTRACTOR shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the DAA has determined that the CONTRACTOR intentionally violated or used hiring practices for the purpose of avoiding the Section, the determination must be documented in the Awarding Authority's CONTRACTOR Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the CONTRACTOR'S subsequent CONTRACTOR Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the CITY'S authority to act under this Section.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this CONTRACT and otherwise pursue legal remedies that may be available if the DAA determines that the subject CONTRACTOR has violated provisions of the FSHO.

**15. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)  
FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/FUNDRAISING**



The CONTRACTOR, SUBCONTRACTOR'S, and their Principals are obligated to fully comply with CITY of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected CITY officials or candidates for elected CITY office if the contract is valued at \$100,000 or more and requires approval of a CITY elected official. Additionally, CONTRACTOR is required to provide and update certain information to the CITY as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12), shall include the following notice in any contract with a SUBCONTRACTOR expected to receive at least \$100,000 for performance under this contract:

**Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions**

As provided in Charter Section 470(c)(12) and related ordinances, you are SUBCONTRACTOR on CITY of Los Angeles contract. Pursuant to CITY Charter Section 470(c)(12), SUBCONTRACTOR and its principals are prohibited from making campaign contributions and fundraising for certain elected CITY officials or candidates for elected CITY office for 12 months after the CITY contract is signed. SUBCONTRACTOR is required to provide to CONTRACTOR names and addresses of the SUBCONTRACTOR'S principals and contact information and shall update that information if it changes during the 12 month time period. SUBCONTRACTOR'S information included must be provided to CONTRACTOR within five (5) working days. Failure to comply may result in termination of contract or any other available legal remedies include fines. Information about the restrictions may be found at the CITY Ethics Commission's website at <http://ethics.lacity.org/> or by calling (213) 978-1960.

CONTRACTOR, SUBCONTRACTORS, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the CITY to terminate this CONTRACT and pursue any and all legal remedies available at law.

**16. RATIFICATION CLAUSE**

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

**17. APPENDICES**

The following appendices are hereby incorporated into and made a part of this Contract where referred to as though set forth at length.

Appendix A: Standard Provisions for CITY Contracts (Rev. 3/09), except  
PSC 4 which shall not apply.

Appendix B: City of LA CRM Project Statement of Work

Appendix C: Sample Deliverable Sign-Off Form

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

APPROVED AS TO FORM:  
Carmen A. Trutanich, CITY Attorney

CITY OF LOS ANGELES

By: Laurel L. Lightner  
Laurel L. Lightner  
Assistant City Attorney

Laura Ito  
Laura Ito  
Director of Finance and  
Administration  
Information Technology Agency

Date: 6-28-13

Date: 6-28-13

ATTEST: June Lagmay  
City Clerk



By: June Lagmay  
Date: 06-28-2013

C-122480

3DI, INC.

Rajiv Desai  
Signature

RAJIV DESAI  
Printed Name

CEO  
Title

6-28-13  
Date



## STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

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

### PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

### PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. 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, and/or procedures that apply to the performance of this Contract.

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 law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

**PSC-4. 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** hereto;
- 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 the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

**PSC-5. INTEGRATED CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, 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 paragraph PSC-6 hereof.

**PSC-6. AMENDMENT**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

**PSC-7. EXCUSABLE DELAYS**

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**PSC-8. BREACH**

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights



and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

#### **PSC-9. 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-10. TERMINATION**

##### **A. TERMINATION FOR CONVENIENCE**

The **CITY** may terminate this Contract for the **CITY'S** convenience at any time by giving **CONTRACTOR** thirty days written notice thereof. Upon receipt of said notice, **CONTRACTOR** shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The **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 affect such termination. Thereafter, **CONTRACTOR** shall have no further claims against the **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon the date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

##### **B. TERMINATION FOR BREACH OF CONTRACT**

1. Except for excusable delays as provided in PSC-7, 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, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. 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 the **CITY** may immediately terminate this Contract.
3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the

**CITY'S** lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. 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-10(A) Termination for Convenience.
7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **PSC-11. INDEPENDENT CONTRACTOR**

**CONTRACTOR** is acting hereunder as an independent contractor and not as an agent or employee of the **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 the **CITY**.

#### **PSC-12. CONTRACTOR'S PERSONNEL**

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

**CONTRACTOR** shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of



this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

**PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

**CONTRACTOR** may not, unless it has first obtained the written permission of the **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-14. PERMITS**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

**PSC-15. CLAIMS FOR LABOR AND MATERIALS**

**CONTRACTOR** shall promptly pay when due all amounts payable 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), against **CONTRACTOR'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

**PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

**PSC-17. 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, in accordance with



requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

#### **PSC-18. FALSE CLAIMS ACT**

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

#### **PSC-19. BONDS**

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

#### **PSC-20. INDEMNIFICATION**

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **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 the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

#### **PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION**

**CONTRACTOR**, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,



and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

#### **PSC-22. 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, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

#### **PSC-23. OWNERSHIP AND LICENSE**

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the **CITY** for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, 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. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants 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 the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

#### **PSC-24. INSURANCE**

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall 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-25. DISCOUNT TERMS**

**CONTRACTOR** agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

#### **PSC-26. 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-27. NON-DISCRIMINATION**

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **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 the **CITY**. In performing this Contract, **CONTRACTOR** shall not



discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

#### **PSC-28. EQUAL EMPLOYMENT PRACTICES**

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of



race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.



- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Hiring practices;
  2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  3. Training and promotional opportunities; and
  4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

#### **PSC-29. AFFIRMATIVE ACTION PROGRAM**

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to



their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars



(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
  - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.



APPENDIX A

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.



- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

### **PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

**CONTRACTOR** certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.



**PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
  2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
  4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.



5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
  - C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
  - D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

#### **PSC-32. AMERICANS WITH DISABILITIES ACT**

**CONTRACTOR** hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.



**PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

**PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM**

**CONTRACTOR** agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

**PSC-35. EQUAL BENEFITS ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.



APPENDIX A

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

**CONTRACTOR** shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

**PSC-36. SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.



**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-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

2) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.



## City of Los Angeles CRM Project Statement of Work

This statement of work (SOW) describes the tasks to be performed and items to be delivered by CONTRACTOR 3Di, hereafter referred to as "CONTRACTOR", for City of Los Angeles, Information Technology Agency and City of Los Angeles Bureau of Sanitation, hereafter referred to as "CITY". The work is the design, development, integration, and implementation of the CITY's CRM System - a unified service request platform and web portal that will provide visibility into and ability to manage the entire service request process for each participating City of Los Angeles department from the initiation of the service request through fulfillment of the service request, hereafter referred to as "CRM System" or "PROJECT".

The work will be performed in two phases: Phase 1 is the design, development, integration and implementation of the CRM Systems for 311, Bureau of Sanitation (BOS), Bureau of Street Lights (BSL), Bureau of Street Services (BSS) and Board of Public Works (BPW), a Citywide web portal, and a Smartphone mobile application; Phase 2 is the design, development, integration and implementation of the CRM System for other participating CITY Departments.

### 1. SYSTEMS REQUIREMENTS

This SOW specifies the obligations for 3Di to deliver to the CITY the functioning modules and deliverable supporting the following CITY's business requirements:

#### 1.1. LA City 3-1-1 (MyLA) Web Portal (Task Order Owner = ITA)

Provides the ability for the constituents/businesses and CITY staff to access CITY Service Request System with the following features:

- 1.1.1. Citizen View (Mobile, Web, Call Center)
- 1.1.2. Citizen/Business registration (unified identity management)
- 1.1.3. Self Service Portal for citywide services
- 1.1.4. E-Notification
- 1.1.5. City View (Web Applications)

#### 1.2. MyLA311 Mobile Application. (Task Order Owner = ITA)

Provides the ability for the users with iOS and Android devices to:

- 1.2.1. Submit service requests
- 1.2.2. Find CITY resources with location-based searches

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1.2.3. Pay CITY bills

1.2.4. Provide access to CITY's social media such as Facebook, Twitter, and YouTube

1.2.5. Provide access to service request history and service request status

1.2.6. Provide access to Knowledge Base

### **1.3. Citywide Service Directory (CSD) (Task Order Owner = ITA)**

#### **1.3.1. Knowledge Base**

1.3.1.1. Provides users the ability to search CITY's information using key words.

1.3.1.2. Will be accessible by 311 Call Center operators, anyone visiting LACity.org website, MyLA Web portal, Mobile portal, and MyLA311 mobile app.

1.3.1.3. Provides user with Administrative access rights the ability to add/update/delete CSD content via MyLA Web portal.

#### **1.3.2. Frequently Asked Questions (FAQ)**

1.3.2.1. Will be accessible by 311 Call Center operators, anyone visiting LACity.org website, MyLA web portal, mobile portal, and MyLA311 mobile app.

1.3.2.2. Provides users with Administrative access rights the ability to add/update/delete FAQ content via MyLA web portal.

### **1.4. Citywide Service Request Management System (Siebel CRM Application) (Task Order Owner = BOS & ITA)**

1.4.1. **Single Sign-On** - Shared identity management/security ("MyLA" foundation)

1.4.2. **Service Request Intake** - Provides the ability to collect and process non-emergency service requests for BOS services through Web, Emails or Phone.

1.4.3. **Contact History** - Records customer interactions, including service request status, agent contact information, and Internet/social media-based activities. Phone and Internet submission histories which facilitate analysis of calling patterns and service quality.

1.4.4. **Manage Tasks** - Provides the ability to create, assign, route, categorize, and manage tasks associated with the resolution of service requests.

1.4.5. **Screen Personalization** - Provides the ability for users to configure screens to reflect their preferences or specific business requirements. Users select the



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categories they want on their personal screen(s) – such as service requests, agreements, service information – as well as filters to be used – such as “show all service requests,” “just opened service requests” and “service requests submitted in the last seven (7) days.”

- 1.4.6. **Tracking Recurring Problems** - All service requests are logged and tracked through a resolution and escalation process. This allows the departments the ability to provide consistent, fast, and accurate responses to all types of customer inquiries and service requests.
- 1.4.7. **Identify and Group Duplicate Requests** - Supports the ability to compare, identify, link, and group potential duplicate requests at data entry time.
- 1.4.8. **GIS Enabled** - Takes full advantage of Geographic Information System (GIS) capabilities such as mapping of service request locations, identification of zones or areas impacted by a service request, as well as the ability to use a GIS interface to identify a service request location.
- 1.4.9. **Electronic Field Access** - Supports the ability for electronic field access of service information.
- 1.4.10. **Reports & Dashboards** - Allows the users to report, analyze, and disseminate customer service related information through a variety of useful pre-prepared or ad hoc reports. Type of users include, but not limited to, the following:
  - 1.4.10.1. CITY Mayor (performance metric & citywide view)
  - 1.4.10.2. Council (district view)
  - 1.4.10.3. Departments (operational management view)
  - 1.4.10.4. Residents/Businesses (request status/neighborhood view).
- 1.5. **Bureau of Sanitation Service Request System (BOS Siebel CRM Application)** (Task Order Owner = BOS)
  - 1.5.1. **Features Inherited from Citywide Service Request System** – The BOS CRM System shall have all features and functionalities as the Citywide Service Request System under Section 4 – ‘Citywide Service Request Management System (Siebel CRM Application)’ above. In addition, it shall have the following additional features:
    - 1.5.1.1. This system shall replace the current Peregrine based service request system.
    - 1.5.1.2. This system shall enable full service request management process from service request intake to service request fulfillment.
    - 1.5.1.3. This system shall be integrated with LADWP CC&B system for customer account information (LADWP and BOS share customer account information).



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1.5.1.4. This system shall be accessible by the Customer Service Representatives at the BOS call center through LABOS Intranet Portal.

1.5.1.5. In event of inaccessibility of the citywide 311-service request platform, BOS Service Request System must be able to operate independently. The two systems would automatically synchronize upon reconnection.

### **1.6. Post-Implementation Support and Maintenance During Stabilization Period (Task Order Owner = BOS & ITA)**

In order to determine whether all of the system requirements have been satisfied and are performing properly, CONTRACTOR will need to service and monitor the system for a period of time following the 90-day warranty period. The CITY anticipates that certain system requirements events will need to be monitored during actual performance, rather than just through testing.

Post-implementation maintenance and service requests, the CONTRACTOR will establish an online support ticket tracking systems. Bureau of Sanitation, Information Technology Agency and other CITY departments which are involved with the project will be given access to the systems. Based on the permissions granted to the CITY users, the system will allow the users to create support requests, track requests and view the status of the requests. CONTRACTOR's on-site Technical Accounts Manager (TAM) will be the point of contact for all the service requests, regardless of the actual resource performing the tasks.

3Di shall follow a deliverables-based project management approach to validate the CITY's business requirements, work with the CITY to establish the To-Be business processes, and configure or customize the CRM software application to support the CITY's business requirements as defined in the detailed requirements document.

## **2. SCOPE ELEMENTS**

The following are the major scope elements that are covered under this Statement of Work.

- 2.1 Initial Assessment
- 2.2 Design Options for the CRM System
- 2.3 CRM System Development
- 2.4 CRM System Implementation
- 2.5 Training and Knowledge Transfer
- 2.6 Post-Implementation Support and Maintenance

## **DETAILED SCOPE OF WORK**



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The following is the detailed description of the major scope elements that are covered under this Statement of Work.

The CONTRACTOR shall perform all project management functions, including but not limited to: project schedule management, status report development, issue and risk tracking, cost tracking, and preparation of meeting minutes. Tasks to be performed by the 3Di Systems Project Manager include:

- Coordinate and facilitate kick-off, status, deliverable review and closeout meetings
- Establish and manage the service schedule, communications and status reporting
- One status call and status report per week
- Identify, monitor and manage project risk, issues and escalations
- Facilitate change management as needed
- Confirm the Services delivered are in accordance with the SOW
- Coordinate deliverable and project completion acceptance from customer
- Monitor the project budget and invoices
- Manage the Customer relationship
- Track and status progress against milestones

### **2.1 Initial Assessment**

During this phase, the CONTRACTOR will conduct a detailed initial assessment of the existing service request systems and web portals that exist within participating CITY departments.

#### **2.1.1 Milestone: Project Plan & Schedule [BOS & ITA]**

The CONTRACTOR will provide a detailed project schedule in the form of a project plan for section 2.1 through 2.3 as its first deliverable milestone. CONTRACTOR shall update and manage the Project Plan for the duration of the project.

#### **Deliverables:**

1. Detailed Project Plan & Schedule including all tasks, descriptions, durations, hours, start and end dates, resources, and task dependencies. (Monthly)

#### **2.1.2 Milestone: Application Architecture & Functional/Business Requirements [BOS & ITA]**

The CONTRACTOR shall conduct an audit of existing CRM system (Peregrine) as well as the content, navigation, usability and visual design of current LA City 311 Web Site. The CONTRACTOR shall conduct the audit and provide a detailed report giving concrete recommendations and analysis based on the audit and industry best practices.

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CONTRACTOR will interview project stakeholders to understand the requirements for the PROJECT and optional future integrations. CONTRACTOR will review content, functionality, navigation, usability, and visual design and prepare a detailed requirement document for the PROJECT based on CITY inputs. For the user interface ("UI") design and Information Architecture document, 3Di will provide options for navigations, wireframes, and UI designs. Stakeholders will be actively involved in reviewing and approving PROJECT outputs.

CONTRACTOR will develop and validate a collection of proposed CRM System use cases as a key input to CRM System design. At a minimum, use cases will include name, description, primary user role, preconditions, triggers, basic flow and alternate flow. Use case will be compiled into a use case matrix with the previously described attributes.

### **Deliverables:**

2. Detailed Requirements Document. Sub-deliverables consist of:
  - a. Functional or Business Use Product Requirements Document
  - b. Comprehensive CRM System Use Cases Validated by Stakeholders
  - c. High-level Business Requirements Document
  - d. Feature / Functionality and Use Case Matrices
  - e. Site Maps
  - f. Site wireframes
  - g. Site design compositions

### **Pre-Conditions:**

1. CITY Stakeholders are available for requirements gathering, review, and approval.

### **2.1.3 Milestone: Technical Architecture [BOS & ITA]**

CONTRACTOR shall review the proposed CRM System for the new technical components such as operating systems, databases, application services, content management system, other software applications and hardware. CONTRACTOR shall provide a detailed report giving recommendations and analysis based on architecture analysis, planned website and system design, and industry best practices. In addition, CONTRACTOR will build proof of concepts for integrations as required during this phase to ensure feasibility of proposed design and architecture.

### **Deliverables:**

3. Technical Architecture Document consisting of:
  - a. Infrastructure sizing and design specifications
  - b. Security model design incorporating user roles and responsibilities



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- c. Portal design and template structure
- d. Infrastructure and security documentation
- e. Application architecture documentation
- f. Swim lane process flow diagrams

### **Pre-Conditions:**

1. The CITY stakeholders will be available during this phase for review and approval of the Infrastructure Design and Security model.
2. The CITY will supply required software licenses and hardware.

## **2.2 Milestone: Design Options for the CRM Systems**

### **2.2.1 Visual Design/Navigation [BOS & ITA]**

Three design options and navigational structures shall be developed meeting the customer needs and CITY's business objectives including internal communications and collaboration. The options shall be presented with a detailed written report that assists the CITY in understanding the intent and benefits of each option. The options shall also include presentations of usable mock-ups to facilitate internal and external evaluation.

#### **Deliverables:**

4. Visual Design Document consisting of:
  - a. Three design styles, each in English and Option for Spanish (six mock-ups)
  - b. One design style, two versions – English and Option for Spanish (two mock-ups)

### **2.2.2 Finalized Style Design and Structural Navigation Design [BOS & ITA]**

Based on evaluation of design and navigation structural options, the CONTRACTOR shall provide a finalized style design and structural navigation design. The design shall be scalable and easily modifiable, and shall incorporate interactive tools to facilitate customer usage, and to the extent feasible, be extensible to include the internal web presence.

#### **Deliverables:**

- c. Final User Interface Design and Product Design Style Guide Document
- d. Revised site maps, navigation and visual design document.

### **2.2.3 Technical & System Design [BOS & ITA]**

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Once the Technical Architecture & Visual Design options are approved by CITY, the CONTRACTOR shall prepare the detailed design document. The design document shall contain the following:

1. Technical Architecture
2. Detailed functional specifications of the website
3. Final design and wireframes of the website
4. System development details
5. System testing details
6. Development platform
7. System Integration details
8. Application communication specifications
9. Detailed Server hardware and software specifications
10. Detailed Business rules
11. Application Security and authentication details

The system design document will be submitted to CITY technical personnel for review and sign-off. The approved and signed-off system design documents will be the basis of all the development carried out for the CRM Systems.

### **Deliverables:**

5. Detailed Technical & System Design Document

### **Pre-Conditions:**

1. CITY will provide adequate resources from their respective IT departments to collaborate and make timely decisions.

## **2.3 Milestone: Prototype and CRM Systems Development**

During this phase, CONTRACTOR will begin the development of the CRM Systems based on the approved design and system design document described in section 2.2.3.

### **2.3.1 Develop the CRM Systems including the following components when incorporated in the approved design deliverable**

#### **2.3.1.1. A Citywide 311 Service Request Platform & Web Portal. [ITA]**

This component will have the following specifications:

- a. Have standardized service request process templates for three types of service request management processes:
  - i. Service Request Only (SR) – This type service request template shall be suitable for CITY departments that have existing service request management systems that can be integrated with the citywide 311 service request platform.



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### Phase 1:

- Integrate with Service Request Management System, item 3.2.1.2 below (BOS)
- Integrate with Asset Management System (BSL)
- Integrate with Urban Forestry Management System (BSS)

### Phase 2:

- Integrate with service request system (Building & Safety)
- Integrate with service request system (Department of Transportation)
- Integrate with service request system (Department of Animal Services)
- Integrate with LATAAX (Office of Finance)

- ii. Service Request & Work Order (SR & WO) – This type of service request template shall be suitable for CITY departments that will manage the fulfillment of the service request within the department but the service request process and work order process shall be managed by the citywide 311 service request platform.

### Phase 1:

- Replace Constituent Management System (BSS)
- iii. Service Request, Work Order & Fulfillment (SR, WO & Fulfillment) – This type of service request template shall be suitable for CITY departments that will manage their entire service request fulfillment process using the citywide 311 service request platform.

### Phase 1:

- Replace Anti-Graffiti system (BPW)

### Phase 2:

- Replace various service request systems (Recreation & Parks)

- b. Data Migration as needed for systems being replaced
- c. Develop MyLA 311 Mobile Application, with the following features: [ITA]
  - i. Submit service requests
  - ii. Find CITY resources with location-based searches
  - iii. Pay CITY bills
  - iv. Provide access to CITY's social media such as Facebook, Twitter, and YouTube
  - v. View access to service request history and service request status
  - vi. View access to Knowledge Base
- d. Integrated with the MyLA Portal and MyLA311 Mobile Application [ITA]

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- i. The MyLA Portal and MyLA311 Mobile App will be web and mobile platforms respectively for citizens to initiate and track service requests.
- ii. MyLA Portal's intranet portal will be used by 311 Call Center operators to intake service requests received over phone.
- iii. MyLA Portal's intranet portal will be used by departments to manage all backend processes related to the 311 service requests.
- iv. MyLA Portal's intranet portal will be used by CITY management and administration (CITY Council, Mayor's office) to monitor and receive reports related the service request processes throughout the CITY.
- e. Integrated with Geographic Information System (GIS) leveraging the GIS system in ITA and Building and Safety.
  - i. The GIS system shall be used for validation of location for location based service requests (e.g. bulk item pickup, street repairs, etc.)
  - ii. The GIS system shall be used for reporting systems.
- f. Integrated with the CITY's Identity Management System
  - i. The identity management system will leverage the LADWP identity management system (user login and passwords)
  - ii. The identity management system will allow users (citizens, businesses, etc.) to have common login credentials for difference CITY services (e.g. apply for permit, request bulk item pickup, pay business tax)
  - iii. The identity management system will leverage existing CITY'S identity management system (LDAP, Active Directory, etc.) to allow CITY employees to maintain their CITY login credentials (user login and passwords)
- g. The Knowledge Base Module:
  - i. All of the current citywide services information is stored in a database called Citywide Service Directory (CSD). The new Citywide 311 service request platform shall have all functionality in the CSD system.
  - ii. Convert all of the data in CSD to a new searchable system to be called the "Knowledge Base".
  - iii. The Knowledge Base shall be accessible by 311 Call Center operators, anyone visiting LACity.org website or MyLA Web portal, Mobile Portal, and MyLA311 mobile app.
  - iv. Knowledge Base shall be implemented using WebCenter Content.
  - v. Knowledge Base shall have workflows for addition, removal, editing, authorization and publication of content.
- h. FAQ Module:
  - i. FAQ Module shall be a database of frequently asked questions on 311 system.



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- ii. FAQ Module shall be accessible from LACity.org, MyLA Portal and MyLA311 Mobile app.
- iii. FAQ Module shall be implemented using WebCenter Content.
- iv. FAQ Module shall have workflows for addition, removal, editing, authorization and publication of content.

### 2.3.1.2. A service request management system for Bureau of Sanitation [BOS]

- a. This system shall replace the current Peregrine based service request system
- b. This system shall enable full service request management process from service request intake to service request fulfillment.
- c. This system shall be integrated with LADWP CIS system for customer account information (LADWP and BOS share customer account information)
- d. This system shall be accessible by the Customer Service Representatives at the BOS call center through BOS Intranet Portal.
- e. In the event of inaccessibility of the citywide 311-service request platform, BOS Service Request System must be able to operate independently. The two systems would automatically synchronize upon reconnection.

#### **Deliverables:**

- 6. Develop, build, configure, test and launch the CRM Systems. For sub-deliverables, please see list of deliverables under Section 2.3.2 through 2.3.4.

### **2.3.2 Milestone: Configured Technical Infrastructure [BOS & ITA]**

CONTRACTOR will install and configure licensed portal, content management, database management, identity management and other software based on the final approved infrastructure design. CONTRACTOR will be responsible for setting up the development, test, and production environments.

#### **Deliverables:**

- a. Install and configure Oracle Internet Directory, Oracle Virtual Directory, and Oracle Access Manager in development, test, and production environments as required to satisfy CRM Systems requirements and deliverables described herein.
- b. Install and configure Apache HTTP server in development, test, and production environments as required to satisfy all CRM Systems requirements and deliverables described throughout this document.
- c. Install and configure Oracle WebLogic with the required WebCenter Components in development, test, and production environments as required to satisfy all CRM Systems requirements and deliverables described throughout this document.
- d. Step by step installation and configuration documentation for development, QA and production environments as required to satisfy all CRM Systems



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requirements and deliverables described herein as required to satisfy CRM Systems requirements and deliverables described throughout this document.

### **Pre-Conditions:**

1. CITY will supply required hardware and software for the design described in CRM System documents.
2. CITY resources will provide assistance as required.
3. CITY will open required ports between external network domain (DMZ) and internal network domain, and configure firewall to meet CITY security requirements and CRM Systems requirements.

### **2.3.3 Milestone: Completed CRM Portal & Application [BOS & ITA]**

The CONTRACTOR shall develop the CRM Systems (Web Portal & Applications) based on previously approved Visual & Technical Designs.

### **Deliverables:**

7. CRM Systems unit-tested and deployed in Development Environment.  
Deliverables to include:
  - a. Complete documented source code
  - b. Any third party binary libraries utilized in solution
  - c. Documentation including Release notes and implementation details
  - d. Custom templates and skins based on the approved IA and UI design documents
  - e. Custom Application Development Framework (ADF) task flows and applications based on the approved IA and UI design documents
  - f. Integration with 3rd party intranet application/portlets based on the approved IA and UI design documents
  - g. Deployment and unit testing on the 311 CRM System development environment.
  - h. Updated Application Design Document
  - i. Updated Technical Design Document

### **Pre-Conditions:**

1. CITY will provide all necessary hardware and software to setup up an environment for staging that meets the industry best practice for staging environment
2. CITY will supply the CONTRACTOR with required dummy data during the development stage.
3. CITY will provide adequate resources from their respective IT departments to collaborate and make timely decisions.
4. Knowledge transfer on application functionality will happen based on mutual agreement between CITY and the CONTRACTOR.



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5. Modifications to the applications (e.g. Siebel CRM, CC&B Billing, PCIS, etc.) being integrated with the new CRM System/Portal is not in the scope of this project.

### **2.3.4 Milestone: Completed Integration Testing [BOS & ITA]**

Integration testing involves creation of the test plan, development of test scenarios, and development of test scripts (Automated and Manual), as required, performed in the CRM Systems test environment. CONTRACTOR will deploy the CRM Systems in the test environment and begin integration testing. CONTRACTOR will perform usability testing, system testing, and functional testing on the developed site by executing the test scripts developed earlier.

CONTRACTOR will provide testing progress reports at the end of each test execution cycle. CONTRACTOR will also expose their bug tracking system during the test execution phase so that authorized staff can report bugs and defects.

#### **Deliverables:**

8. Successful Integration Testing Report. Sub-deliverables consist of:
  - a. Test plan
  - b. Manual & Automated Test Scripts
  - c. Test Execution Reports.
  - d. CONTRACTOR led demonstration of successfully functioning system.

#### **Pre-Conditions:**

1. CITY will provide all necessary hardware and software to setup up a mirrored environment for staging and testing and QA.
2. CITY will supply the CONTRACTOR with required test data for testing.
3. CITY will provide adequate resources from their respective IT departments to collaborate and make timely decisions.
4. Detailed infrastructure documents would be provided by the CITY.
5. CITY stakeholders will be available for review of test reports.

### **2.3.5 Milestone: Completed User Acceptance Testing (UAT) – [BOS & ITA]**

The purpose of user acceptance testing (UAT) is to validate the functionality of the CRM Systems and to identify any gaps between the initial requirements and the final product. The CITY performs UAT in the production environment after CONTRACTOR completes integration testing. CONTRACTOR will provide the required test scripts to CITY and any assistance required to perform the UAT.

CITY will use CONTRACTOR's bug-reporting tool to report bugs/issues found. CONTRACTOR will fix reported issues.

#### **Deliverables:**

9. Successful User Acceptance Testing Report. Sub-deliverables consist of:
  - a. Test Plan

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- b. Manual & Automated Scripts
- c. UAT bugs/issues and resolution Reports

### **Pre-Conditions:**

1. CITY staff will be available for performing User Acceptance Testing & bugs/issue reporting.
2. CITY will supply the CONTRACTOR with required test data for testing.
3. CITY stakeholders will be available for review of test reports.

## **2.4 Milestone: CRM Systems Implementation**

### **2.4.1 Migration of Existing and New content and Migration of Existing and New Functionality and Interfaces [BOS & ITA]**

The CONTRACTOR shall develop a migration strategy to migrate existing content, where appropriate, to the new CRM System. Once approved, the CONTRACTOR shall develop and test the migration process. Once testing is completed, and once the CITY approves the testing results, the CONTRACTOR shall migrate all existing and new content to the new CRM System.

#### **Deliverables:**

10. CRM Systems Implementation & "Go-Live" Sign-Off Document. For sub-deliverables, please see Sections 2.3.2 through 2.3.4 below.

### **Pre-Conditions:**

1. CITY staff will be available to review the developed CRM Systems within the time frame specified in section 6 of this CONTRACT.

### **2.4.2 Launched ("Go Live") CRM Systems [BOS & ITA]**

CONTRACTOR will prepare to launch the CRM Systems after CITY accepts completion of user acceptance testing. CONTRACTOR will create a detailed launch plan to ensure a smooth introduction of the CRM Systems. 3Di will present the launch plan to CITY for stakeholder review and approval.

#### **Deliverables:**

- a. Detailed "Go Live" plan.
- b. "Go Live" readiness checklist.
- c. List of required personnel from both CITY and 3Di.



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- d. List of network and infrastructure changes required for the cutover.
- e. Post "Go Live" test execution plan and scripts.

### **Pre-conditions:**

1. Required CITY personnel will be available during launch.

### **2.4.3 Production Turn Over [BOS & ITA]**

Once testing is completed, and the CITY approves the testing results, the CONTRACTOR shall work with the CITY to complete the turnover of the fully tested and accepted CRM Systems into production.

CONTRACTOR will update all documentation to capture the as-built state of technology environments and products. CONTRACTOR will deliver completed and commented source code along with documentation as required. CONTRACTOR will help the CITY setup a version control system for the source code maintenance and versioning. CONTRACTOR will provide a maintenance handbook to assist CITY with day-to-day maintenance and troubleshooting of CRM Systems.

CONTRACTOR will provide support and maintenance service for 90 days after system "Go Live" dates. During this phase, CONTRACTOR will fix any issues/defects identified. Any new functional requirements or changes to the application are considered scope changes to be processed through the scope change management process.

### **Deliverables:**

- f. Handover of control of the completed CRM Systems.
- g. Documentation including Release notes and implementation details.
- h. Maintenance and Troubleshooting guide.
- i. Environment and product documentation updates.
- j. 90 days support and maintenance post "Go Live".

### **Pre-Condition:**

1. CITY will provide all necessary hardware and software for the production environment.
2. CITY will provide adequate resources from their respective IT departments to collaborate and make timely decisions.
3. Knowledge transfer on application functionality will happen based on mutual agreement between CITY and the CONTRACTOR.

## **2.5 Milestone: Knowledge Transfer and Training**

### **2.5.1 Knowledge Transfer and Documentation [BOS & ITA]**

The CONTRACTOR shall provide knowledge transfer regarding all applicable components of the CRM Systems, which shall include, but not limited to, development, structure, graphics, interfaces, and functionality. The knowledge transfer shall consist of comprehensive training sessions and detailed documentation.

3Di will continuously engage CITY technical stakeholders during infrastructure setup and implementation. This knowledge transfer process gives the CITY the benefit of continuous and gradual learning path as opposed to providing classroom training and flooding the customers with data at one time.

#### **Deliverables:**

11. Knowledge Transfer & Training Sign-Off Document. Sub-deliverables consist of:
  - a. Training Documentation.
  - b. User Guide for website CRM Systems.
  - c. WebEx and/or Classroom Training for CITY stakeholders as appropriate (deemed as appropriate and agreed jointly by CITY and CONTRACTOR).

#### **Pre-Condition:**

1. CITY will provide the infrastructure for training sessions. i.e. Space, computers, network, etc.
2. CITY Stakeholders will make themselves available for Training Sessions as appropriate.

## **2.6 Milestone: Post-Implementation Support and Maintenance During Stabilization Period [BOS & ITA]**

CONTRACTOR shall provide Maintenance and Support effective upon the Production "Go Live" date. From the Production "Go Live" date through 90 days after the Production "Go Live" date, the Maintenance and Support services will be provided as part of CONTRACTOR's warranty at no charge to the CITY. Upon successful completion of the 90-day warranty period, such services will be provided as in accordance with the terms of the Agreement at the rates provided under Section 3 below.

Services that will be covered under this milestone are:

1. Correct any defects that prevent the system from meeting the acceptance criterion for deliverables listed under numbers 1 through 11 above.



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2. Implement any enhancements or modification of the system that were in the scope of the project but were deferred during the original implementation of the system or that are mutually agreed to be in the scope of the system.

Services shall not include any defects, enhancements or modifications of the system that is not included in 1 or 2 above. Such defects, enhancements and modifications shall be addressed through either modification of an existing task order as per Section 4.4.2.4 of the Contract (Task Order Modifications) or a new task order as per Section 4.4.2.2 of the Contract (Task Order Development).

For post-implementation maintenance and service requests, the CONTRACTOR will establish an online support ticket tracking systems. Bureau of Sanitation, Information Technology Agency and other CITY departments which are involved with the project will be given access to the systems. Based on the permissions granted to the CITY users, the system will allow the users to create support requests, track requests and view the status of the requests. CONTRACTOR's on-site Technical Accounts Manager (TAM) will be the point of contact for all the service requests, regardless of the actual resource performing the tasks.

### Deliverables:

12. Post-Implementation Support & Maintenance Services for Phase 1 & 2 of the Project which will include:

- a. On-line and/or telephone technical support (Help Desk feature) for all System problems.
- b. Application Software patches, bug-fixes and other Updates as part of the Maintenance Services and System Support.
- c. CONTRACTOR shall track Application Software defects and have software patches released as needed to address these defects.
- d. CONTRACTOR shall follow the following process for tracking and providing responses to maintenance and support service requests:

❖ **Request Initiation Process:** The authorized BOS or ITA project team members will be able to initiate a support request either by creating a support ticket online or by email to the on-site TAM. If the request is sent via email, the TAM will create the request in the online support ticket tracking systems.

❖ **Request Severity & Response time:** The request response time depends on the severity of the requests. The request will have the following severity levels and the max response times for each service requests are:

Severity	Response Time
----------	---------------



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<b>High</b>	2 – 6 hrs.
<b>Medium</b>	6 - 12 working hours
<b>Low</b>	Within 24 working hours

- ❖ **High Severity:** These are the highest priority support requests. Only issues that are related to production application and cause the application to crash or are blockers that make a critical functionality unusable are should be marked as high severity support requests. The committed response time for such requests is 2 – 6 hours.
- ❖ **Medium Severity:** Most of the issues will be tracked as medium severity. These are requests for adding of content, updating properties files, configuration requests, etc. The committed response time for these requests is 6 – 12 working hours. These will be attended during the regular working hours of the CITY.
- ❖ **Low Severity:** New feature, new module, that would involve development activity and might require approvals (like PROJECTS), are categorized as Low Severity requests. The committed response time for low severity requests is within 24 working hours.
- ❖ **Request Processing:** Once the request is in the system, based on the availability of the resources and severity, the request will be attended within the SLA. If there is any clarification or questions or if more data/information is required, the TAM will assign the ticket to the concerned user and get the required inputs. Once the request is ready, based on the type of request, the request will be completed by the on-site resource or will be assigned to the off-site resource.
  - If the request involves development effort of more than 20 hours, it will deemed a "Project". In such case, CONTRACTOR will provide the detailed effort estimates for approval to the CITY and will proceed after the approval process of the CITY.
- ❖ **Request Tracking and Status Reporting:** The status and progress of the support request will be available in the online system at all the time. If there are queries or any specific information required which is not available, the on-site Technical Accounts Manager will be the point of contact for the CITY users.
- ❖ **Quality of Service Reports:** CONTRACTOR will conduct a monthly review of the performance of the support request. The report will be



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provided to the project stake holders on a monthly basis with recommendation, if any that can improve the process.

### Pre-Condition:

1. Providing CONTRACTOR with timely notification of any problems;
2. Providing CONTRACTOR with 'one-stop-shop' Department Help Desk to facilitate responses to users;
3. Providing CONTRACTOR with secure network access for the System; and Providing CONTRACTOR reasonable access to the Participating Departments' data centers where the Application Software is installed.

### 3. PROJECT PRICING STRUCTURE & MILESTONE INVOICING

3Di Systems will invoice CITY on a milestone-basis. Section 2 above ("Scope Elements) contains details of some indicative Milestones/Deliverables for the PROJECT. The actual Milestones/Deliverables will be finalized after the detailed Project Plan is finalized and approved by the CITY under the "Initial Assessment" Phase. Below is the indicative invoicing based on Milestones/Deliverables of this Statement of Work:

No.	Milestone / Deliverable	Phase I Amount	Phase II Amount
1	Project Plan & Schedule [Section 2.1.1]  ITA: BOS: Total:	 \$22,500 \$22,500 \$45,000	
2	Application Architecture & Functional/Business Requirements [Section 2.1.2]  ITA: BOS: Total:	 \$90,000 \$90,000 \$180,000	 \$150,000 \$150,000
3	Technical Design & Architecture [Section 2.1.3]  ITA: BOS: Total:	 \$45,000 \$45,000 \$90,000	  -TBD-*
4	Design Options for the CRM Systems [Section 2.2.1 & 2.2.2]  ITA: BOS: Total:	 \$22,500 \$22,500 \$45,000	  -TBD-*
5	Technical & System Design [Section 2.2.3]  ITA: BOS: Total:	 \$45,000 \$45,000 \$90,000	  -TBD-*

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6.1	Prototype and development of Citywide 311 CRM System [Section 2.3.1.1]		
	(A) MyLA 311 Web Portal Templates & Navigation Structure	\$125,000	
	(B) MyLA 311 Mobile Application	\$132,000	
	(C) Data Migration/Conversion for MyLA 311 Mobile Application	\$75,000	
	(D) Citywide Service Directory w/Knowledge Base & FAQ Modules	\$25,000	
	(E) Citywide 311 Service Request Management System (CRM)	\$275,000	\$425,000
	(F) Integration/Extension of 311 CRM System to other City Departments		
	ITA:	\$632,000	\$425,000
	BOS:	\$0	\$0
	<b>Total:</b>	<b>\$632,000</b>	<b>\$425,000</b>
6.2	Prototype and development of BOS CRM System [Section 2.3.1.2]		
	(A) BOS Service Request Management System	\$350,000	
	(B) Data Migration from Peregrine to new CRM	\$150,000	
	ITA:	\$0	
	BOS:	\$500,000	
	<b>Total:</b>	<b>\$500,000</b>	<b>\$0</b>
7	Configured Technical Infrastructure [Section 2.3.2]		
	ITA:	\$22,500	
	BOS:	\$22,500	
	<b>Total:</b>	<b>\$45,000</b>	-TBD-*
8	Completed 311 CRM Portal & Application [Section 2.3.3]		
	ITA:	\$45,000	
	BOS:	\$45,000	
	<b>Total:</b>	<b>\$90,000</b>	-TBD-*
9	Completed Integration Testing [Section 2.3.4]		
	ITA:	\$45,000	
	BOS:	\$45,000	
	<b>Total:</b>	<b>\$90,000</b>	-TBD-*
10	User Acceptance Testing Support [Section 2.3.5]		
	ITA:	\$22,500	
	BOS:	\$22,500	
	<b>Total:</b>	<b>\$45,000</b>	-TBD-*
11	Implementation/"Go-Live" Launch/Hand-Over [Section 2.4.1, 2.4.2 & 2.4.3]		
	ITA:	\$17,500	
	BOS:	\$17,500	
	<b>Total:</b>	<b>\$35,000</b>	-TBD-*
12	Knowledge Transfer & Training [Section 2.5.1]		
	ITA:	\$22,500	
	BOS:	\$22,500	
	<b>Total:</b>	<b>\$45,000</b>	-TBD-*



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13	Post-Implementation Support and Maintenance during System Stabilization Period As Needed [Section 2.6]		
	(A) Phase 1 Year 1 Monthly Maint. & Support (\$17,200 x 12)	\$206,400	
	(B) Phase 1 & 2 Year 2 Monthly Maint. & Support (\$18,060 x 12 Phase 1) + (\$10,000 x 12 Phase 2)	\$216,720	\$120,000
	ITA:	\$423,120	\$120,000
	(C) Monthly Mani. & Support (\$15,000 x 12 Year 1) + (\$15,750 x 12 Year 2)	\$369,000	
	BOS:	\$369,000	
	<b>Total:</b>	<b>\$792,120</b>	<b>\$120,000</b>
		TOTAL ITA:	\$1,455,120
		TOTAL BOS:	\$1,269,000
		<b>TOTAL:</b>	<b>\$2,724,120</b>
			\$720,000
			\$0
			<b>\$720,000</b>

#### 4. TASK ORDER ASSIGNMENT, SIGN-OFF & PAYMENT RESPONSIBILITY

BOS and ITA will be responsible for their Task Orders. The following table describes:

- Deliverables assignment
- Task Order owner
- Sign-off responsibility
- Payment responsibility

Deliverables	Description	Task Order Owner	Sign-Off Responsibility	Payment Responsibility
2.1.1	Project Plan & Schedule	BOS and/or ITA	BOS and/or ITA	BOS or ITA
2.1.2	Information Architecture & Validated Use Cases	BOS and/or ITA	BOS and/or ITA	BOS or ITA
2.1.3	Technical Architecture	BOS and/or ITA	BOS and/or ITA	BOS or ITA
2.2.1	Visual Design/Navigation	BOS and/or ITA	BOS and/or ITA	BOS or ITA
2.2.2	Finalized Style Design and Structural Navigation Design	BOS and/or ITA	BOS and/or ITA	BOS or ITA
2.2.3	Technical Design	BOS and/or ITA	BOS and/or ITA	BOS or ITA
2.3.1.1	A Citywide 311 Service Request Platform & Web Portal	ITA	ITA	ITA
2.3.1.2	A service request management system for Bureau of Sanitation	BOS	BOS	BOS
2.3.2	Configured Technical Infrastructure	BOS and/or ITA	BOS and/or ITA	BOS or ITA
2.3.3	Completed 311 CRM Portal & Application	BOS and/or ITA	BOS and/or ITA	BOS or ITA
2.3.4	Completed Integration Testing	BOS and/or ITA	BOS and/or ITA	BOS or ITA
2.3.5	Completed User Acceptance Testing	BOS and/or ITA	BOS and/or ITA	BOS or ITA

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2.4.1	Migration of Existing and New content and Migration of Existing and New Functionality and Interfaces	BOS and/or ITA	BOS and/or ITA	BOS or ITA
2.4.2	Launched ("Go Live") 311 CRM System	BOS and/or ITA	BOS and/or ITA	BOS or ITA
2.4.3	Production Turn Over	BOS and/or ITA	BOS and/or ITA	BOS or ITA
2.5.1	Knowledge Transfer and Documentation	BOS and/or ITA	BOS and/or ITA	BOS or ITA



## Deliverable Sign-Off Form

### Section 1

Date:

Submitted By:

Submitted To:

Project:

### Section 2 Deliverable Description:

*(Provide a brief description of the milestone and deliverables and any necessary comments.)*

### Section 3 Signatures:

*(List individuals whose signatures are required for deliverable in Section 2. Project Manager will input date of signature.)*

Approval

Date

\_\_\_\_\_  
Deliverable Stakeholder 1 (as necessary)

\_\_\_\_\_  
Deliverable Stakeholder 2 (as necessary)

\_\_\_\_\_  
Project Manager

### Rejection Comments:

Insert comments explaining rejection of deliverable and the date of rejection:

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

Comment: \_\_\_\_\_

