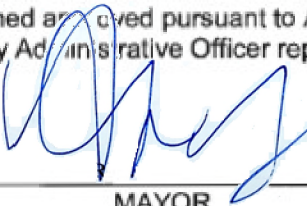


TRANSMITTAL		0150-09977-0002
TO The Council	DATE 6/15/18	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT Various	
<p>Professional Services Agreement with GovernmentJobs.com, Inc. (NeoGov, Inc.) to Provide an Applicant Tracking System and Test Management System</p> <p>Transmitted for your consideration. The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). See the City Administrative Officer report attached.</p> <div style="text-align: center;">  (Ana Guerrero) for _____ MAYOR </div>		
RHL:LC:11180092		

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

To: Mayor	Date: 06-15-18	C.D. No. All	CAO File No.: 0150-09977-0002				
Contracting Department/Bureau: Personnel Department		Contact: Sherry Cox (213) 473-9122					
Reference: Request from the Personnel Department dated June 8, 2018; referred by Mayor for report.							
Purpose of Contract: To provide an applicant tracking system (ATS), test management system (TMS), and optional customization services for the ATS and TMS.							
Type of Contract: (X) New contract () Amendment, Contract No.		Contract Term Dates: June 1, 2018 – May 31, 2023 (includes initial three-year term with two one-year renewal extensions)					
Contract/Amendment Amount: \$981,715							
Proposed amount \$ 981,715 + Prior award(s) \$ 0 = Total \$ 981,715							
Source of funds: Personnel Department Contractual Services Account No. 003040							
Name of Contractor: Governmentjobs.com, Inc. dba NEOGOV							
Address: 222 North Sepulveda Blvd., Suite 2000, El Segundo, CA 90245							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program		X	
2. Appropriated funds are available	X			9. Equal Benefits Ordinance		X	
3. Charter Section 1022 findings completed			X	10. First Source Hiring Ordinance		X	
4. Proposals have been requested		X		11. Contractor Responsibility Ordinance		X	
5. Risk Management review completed		X		12. Slavery Disclosure Ordinance		X	
6. Standard Provisions for City Contracts included	X			13. Bidder Certification CEC Form 50	X		
7. Workforce that resides in the City: 0 %				14. Prohibited Contributors (Bidders) CEC Form 55	X		
* Applicable to contracts of \$1,000,000 or more				15. CA Iran Contracting Act of 2010*			X

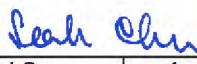

RECOMMENDATIONS

That the Council:

- 1) Approve, and authorize the General Manager of the Personnel Department to execute the Professional Services Agreement with GovernmentJobs.com, Inc., doing business as Neogov for the cumulative term of June 1, 2018 through May 31, 2023, to provide an applicant tracking system and test management system with optional customization services, in an amount not to exceed \$981,715, subject to the review and approval of the City Attorney, and
- 2) Instruct the Personnel Department to retain documentation that confirms the Bureau of Contract Administration's (BCA) receipt of the Contractor's Contractor Responsibility Ordinance form and coordinate with BCA to verify the Contractor's submitted contract compliance documentation through the Los Angeles Business Assistance Virtual Network, prior to executing the Agreement.

SUMMARY

The Personnel Department (Department) requests authority to execute a Professional Services Agreement (Agreement) with GovernmentJobs.com, Inc., doing business as Neogov (Neogov) on a sole-source basis for use of the Contractor's proprietary applicant tracking system and test management system with optional customization services for an initial three-year term of June 1, 2018 through May 31, 2021, with two additional one-year renewal terms, upon the Department's

	
LC Analyst	City Administrative Officer
11180092	

General Manager's discretion. The total compensation shall not exceed \$981,715 during the five-year term of the Agreement. The Agreement includes a ratification clause because of the need for the Contractor to continue its services prior to execution of the Agreement. Neogov previously provided similar services to the Department from June 5, 2008 through May 31, 2018 under Contract No. C-113556.

The Agreement's Attachment B – Required Functionality outlines the minimum functionalities that the City requires from Neogov's Applicant Tracking System (ATS) and Test Management System (TMS). ATS requirements include but are not limited to recruitment, selection, applicant tracking, reporting and analysis, and automation functionalities. TMS requirements include but are not limited to the provision of a computer based testing component allowing for a web-based online administration of multiple choice tests, electronic storage and categorization of test questions, and integration with online proctoring companies on or before June 30, 2019.

Prior to executing the Agreement, Personnel must retain documentation that confirms the Bureau of Contract Administration's receipt of the Contractor's Contractor Responsibility Ordinance form and ensure that the Contractor's submitted contract compliance documentation is verified by the Bureau of Contract Administration.

In accordance with Charter Section 1022, the Personnel Department determined that City employees do not have expertise to perform the scope of work outlined in this Agreement because of the proprietary nature of the software. As Personnel did not complete a competitive procurement process, the Business Inclusion Program subcontractor outreach was not conducted.

In accordance with Los Angeles Administrative Code Section 10.5(b), City Council approval of the proposed Agreement is required because this Agreement replaces an expired contract involving the same parties with no new competitive process, has a cumulative term that exceeds three years, and anticipates annual payments that exceed \$149,111.

FISCAL IMPACT STATEMENT

Funding for this Agreement is budgeted in the Personnel Department's Contractual Services Account No. 003040. The Agreement complies with the City's Financial Policies in that the City's financial obligation is limited to funds budgeted for services rendered per the terms of the Agreement.

Attachment

RHL:LC:11180092

BOARD OF CIVIL SERVICE
COMMISSIONERS

Room 360, PERSONNEL BUILDING

JEANNE A. FUGATE
PRESIDENT

RAUL PÉREZ
VICE PRESIDENT

COMMISSIONERS:
GABRIEL J. ESPARZA
NANCY P. McCLELLAND
TODD SARGENT

BRUCE WHIDDEN
COMMISSION EXECUTIVE DIRECTOR

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

PERSONNEL DEPARTMENT
PERSONNEL BUILDING
700 EAST TEMPLE STREET
LOS ANGELES, CA 90012

Wendy G. Macy
GENERAL MANAGER

June 8, 2018

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

Attention: Mandy Morales, Legislative Coordinator

**Subject: REQUEST FOR REVIEW OF PROPOSED PERSONAL SERVICES
CONTRACT – NEOGOV, INC.**

Dear Mayor Garcetti:

In accordance with Executive Directive No. 3, attached for your review and approval is a draft personal services contract with GovernmentJobs.com, doing business as NeoGov, Inc., ("NeoGov") to provide a single, integrated system that processes applicants from their initial time of contact (application) throughout the complex selection process until they are appointed to a job.

Background

The City's Personnel Department looked to streamline and improve its recruitment, application, examining, and hiring process in Fiscal Year 2007-08. At the time, the Personnel Department utilized several applicant-processing systems that were developed in-house to meet the City's unique needs. However, since the systems were developed years ago, the systems were not meeting the City's future needs, as they had become less efficient and less capable of handling large candidate groups, were labor intensive, and required an undue amount of system support.

NeoGov was found to be the sole source of a single, integrated proprietary system for large public sector agencies, processing applicants through recruitment, applications, selection, and appointments. NeoGov focuses exclusively on public sector workforces; delivers integrated and scalable enterprise applications for government agencies, and provides its Insight Enterprise System ("Insight"), which automates the entire hiring process from requisition to hire.

Effective June 2008, the City of Los Angeles and NeoGov entered into Contract No. C-113556 wherein NeoGov agreed to provide the services as indicated in their proposal.

Effective June 2011 and April 2012, the City of Los Angeles and NeoGov executed First and Second Amendments, respectively, to continue services, each for one year increments.

At its December 2013 meeting, the City Council adopted a motion recommending the extension of Contract No. C-113556 for three additional years, through 2016, with the option to extend two additional one-year periods, exercisable by Personnel Department's General Manager.

Effective January 2014, the City of Los Angeles and NeoGov executed a First Restated and Amended Contract to continue services through May 2016. The City of Los Angeles and NeoGov exercised the option to extend the term of the Contract for an additional two years through May 2018.

Effective August 2017, the City of Los Angeles and NeoGov executed a Second Amended and Restated Contract to include NeoGov's Test Management System (TMS) and Computer Based Testing (CBT) component. The system allows for the replacement of the outdated item bank system the City was using to develop multiple choice tests. In addition, it allowed for an innovative approach to administer multiple choice tests in an online setting.

The initial contract with NeoGov was approved by the City Attorney as a sole source provider based on the range of services that the City required and NeoGov's system provided, being the only system capable of providing the flexibility and structure to fit the City's requirements. The City has a continuing need for the services of the Contractor and the parties have agreed to enter into a new sole source agreement for the provision of services for three years.

The term of this contract will be three years upon execution with the option to extend two one-year periods.

The City's total obligation under this contract shall not exceed \$565,029 for three years of this agreement, \$40,000 for customization services over the life of the contract, and \$376,886 for the option to extend the agreement a fourth and fifth year, for a total not to exceed \$981,715 for complete and satisfactory performance of the contract's terms.

The Contractor's compliance documentation statuses are as follows:

Contractor's Slavery Disclosure affidavit is current.

Contractor's Equal Benefits and First Source Hiring Ordinance affidavits have been requested.

A Contract Review Report is not applicable for this agreement as the labor component consists only of software support of Contractor's proprietary software.

Contractor's Contractor Responsibility Ordinance verification forms, Municipal Lobbying Ordinance documentations, and insurance certifications have been requested.

The headquarter address for this Contractor is as follows:

NeoGov, Inc.
222 N. Sepulveda Blvd., Suite 2000
El Segundo, CA 90245

Because of our interest in ensuring service continuity, we have already solicited language review from the City Attorney for this proposed personal services contract.

Fiscal Impact

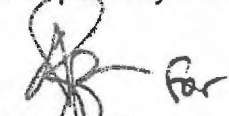
Funding for this personal services contract is budgeted in the Personnel Department Contractual Services Account 3040.

Recommendation

That the General Manager of the Personnel Department, or designee, be authorized to execute a new sole source agreement with NeoGov, Inc. to continue the use of NeoGov's single, integrated application and test management system for a term of three years with the option to extend for up to two additional years for an amount not to exceed \$981,715.

Please contact Sherry Cox at (213) 473-9122 with any additional questions.

Respectfully submitted,



Wendy Macy
General Manager

Attachment

ec: Leah Chu, CAO



REPORT
FROM

THE PERSONNEL
DEPARTMENT

TO: Personnel and Animal Welfare Committee	DATE
REFERENCE:	COUNCIL FILE 08-0237
SUBJECT: CONTRACT WITH GOVERNMENTJOBS.COM, INC. (DBA NEOGOV) FOR AUTOMATION OF THE CIVIL SERVICE SELECTION PROCESS	

RECOMMENDATIONS:

Authorize the General Manager of the Personnel Department or designee to negotiate and execute a contract with GovernmentJobs.Com, Inc. (dba NeoGov) to provide automation of the Civil Service Selection Process, including applicant processing, testing, and selection services and optional customization services from June 1, 2018 through May 31, 2023, in an amount not to exceed \$981,715, including the option to extend the contract for a fourth and fifth year subject to review and approval of City Attorney. The Personnel Department currently has a contract with NeoGov for applicant processing that expired May 31, 2018.

BACKGROUND:

The City Personnel Department had a need to augment the in-house developed online applications system and Candidate Applications Processing System (CAPS) with a single, integrated system that processed applicants from the initial time of application throughout the complex selection process until they are appointed to a job. Subsequent to online searches and surveys, the City received referrals and responses and identified GovernmentJobs.com, Inc. (DBA Neogov) to be a sole source vendor able to provide a single, integrated proprietary system capable of delivering an integrated and scalable enterprise application for large public sector agencies to process applicants from recruitment through appointment. On June 5, 2008 the City and Neogov entered into Contract No. C-113556 wherein they agreed to provide said services.

Neogov provides applicants and departments with many modern features. Applicants receive notification via e-mail of test dates, scores, and certification information. They may view and print previously submitted applications, attach required documents to their application, and submit online notification cards that allow applicants to be notified when a desired examination is open for filing.

City departments have the ability to view applications for all candidates referred to them, schedule candidates for interviews, and attach documentation to e-mail notices sent to candidates regarding the certification process.

During the first four years of service, NeoGov has enhanced its web-based application and candidate tracking system to meet the various and unique needs of the City of Los Angeles. The City of Los Angeles uses Neogov to receive, on average, over 80,000 online applications annually for sworn and non-sworn examinations.

NeoGov continues to build various enhancements to include in their existing system to efficiently and effectively automate the City's Civil Service Selection Process while incorporating the various rules of the City that govern these procedures.

Future proposed enhancements allow the Personnel Department to contact candidates via text message, allow candidates to self-schedule for certification interviews, provide more robust reporting, and expand their ability for online testing.

In addition to these features, the City has access to Test Genius, a Test Management System (TMS) within Neogov that allows the Personnel Department to store test questions used for civil service examinations, produce robust reports regarding the performance of each test question, and administer online tests, which is critical to the City's Anytime/Anywhere testing model.

The Personnel Department continues to streamline and improve its recruitment, application, testing, and hiring processes. NeoGov's proprietary software and services are essential to this end. Being able to efficiently and effectively collect and process data at every step of the selection process will keep the City's selection process at the forefront with competing organizations in attracting and appointing the most qualified and sought after candidates.

FISCAL IMPACT STATEMENT:

The Department currently is funded for applicant processing services. The proposed contract expands services to include online testing and selection services. The Department is funded for these services in the FY 2018-19 Adopted Budget.

PROFESSIONAL SERVICES AGREEMENT

Contractor: GOVERNMENTJOBS.COM, INC.

**Regarding: ONLINE DATA MANAGEMENT SERVICES FOR
SELECTION, APPLICANT TRACKING, AND TESTING
MANAGEMENT SERVICES**

Said Agreement is Number _____

**Professional Services Agreement
GovernmentJobs.com, Inc.**

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ATTACHMENTS

- Attachment A – Standard Provisions for City Contracts (Rev. 10/17 [v.3])
- Attachment B – Required Functionality
- Attachment C – Statement of Work Form
- Attachment D – Confidentiality Agreement

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES AND
GOVERNMENTJOBS.COM, INC.**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation, acting by and through the Personnel Department (hereinafter referred to as "City") and GovernmentJobs.com, Inc. (dba NEOGOV), a California corporation (hereinafter referred to as "Contractor"), with reference to the following:

RECITALS

1. Whereas, City requires an integrated applicant and testing management system that processes applications, administers civil service examinations and produces specialized 'three-whole scores' eligible lists of candidates that can be managed citywide;
2. Whereas, Contractor is a technology company with a principal market specializing in software-as-a-service solutions for governmental entities, and offers a uniquely developed integrated applicant management and testing management system that provides a solution for City's applicant tracking and testing management requirements;
3. Whereas, other applicant tracking systems that have been developed for the private sector are not integrated with a testing management system and do not provide for item analysis, seniority point calculation, or 'three-whole scores' eligible list generation, as required by City;
4. Whereas, other applicant tracking systems that have been developed for government agencies do not have an integrated testing management system that provides for online testing;
5. Whereas, City desires to license and use Contractor's software system to process applications, administer civil service examinations, and produce specialized 'three-whole scores' eligible lists of candidates;
6. Whereas, City, pursuant to Charter Section 1022, does not have personnel available in its employ with sufficient time or the necessary expertise to undertake these specialized professional tasks in a timely manner, and it is therefore more feasible and in the Department's best interest to secure these services by contract;
7. Whereas, the services to be performed are of an expert and technical nature and Contractor has developed specialized software that meets City's unique

requirements for processing applications and testing and scoring candidates, and that meets City's requirements for generating specialized 'three-whole scores' eligible lists of candidates for referral to City departments, therefore competitive bidding for these services under Charter Section 371 is neither compatible with City's interests, practicable, nor advantageous;

8. Whereas, City has determined that no other software, system or vendor can provide the services in the form, format or low cost as required by City, or provides for the range of services that City requires, as the system was developed to be adopted by governmental agencies to address their hiring and examination needs, and provides the flexibility and structure to fit City's requirements, competitive bidding, as required under Charter Section 372, would not yield other vendors that can meet City's requirements;
9. Whereas, Contractor meets City's requirements for contracting and is willing to allow City and its applicants to use the system in accordance with the terms and conditions of this Agreement; and
10. Whereas, Contractor is duly licensed and certified under the laws of the State of California to engage in the business of software as a service.

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the parties hereby covenant, represent, and agree as follows:

ARTICLE I. INTRODUCTION

1. The representatives of the respective parties authorized to administer this Agreement, and to whom formal notices, demands, and communications shall be given are as follows:
 - a. The representative of City shall be, unless otherwise stated in the Agreement:

Wendy Macy
General Manager
Personnel Department
700 E. Temple Street, Room 305
Los Angeles, California 90012

With copies to:

Tina Lee Rodriguez
Chief Personnel Analyst
Selection Division
700 E. Temple Street, Room 320
Los Angeles, California 90012

b. The representative of Contractor shall be:

Shane Evangelist, Chief Executive Officer
GovernmentJobs.com, Inc. (dba NEOGOV)
222 North Sepulveda Blvd., Suite 2000
El Segundo, CA 90245

2. 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.
3. 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 Article I, within five (5) working days of said change.

ARTICLE II. TERM AND SCOPE OF WORK

A. Time of Performance

The term of this Agreement is for three years, beginning June 1, 2018 and ending May 31, 2021 ("Initial Term"). At the end of the Initial Term, City may extend the Agreement for two one year periods (each a "Renewal Term"). The lengths of the Initial Term and any Renewal Term are subject to the termination provisions herein and the availability of City budgeted funds.

B. Scope of Work

Contractor shall provide City access to and use of an integrated, secure, cloud-based and internet accessible software system for applicant tracking and test management (the "System") that meets or exceeds City's functional requirements, as provided in **Attachment B, Required Functionality**, and is capable of: (i) processing employment applications, (ii) administering City civil service examinations, (iii) producing specialized lists of eligible candidates, and (iv)

performing such other functions as further articulated in this Agreement. As directed by City and mutually agreed to by the Parties, Contractor shall provide professional services to customize the System to City's business needs.

ARTICLE III. GENERAL TERMS AND CONDITIONS

A. Deliverables, Payment Terms, and Invoicing

1. Deliverables

a. Applicant Tracking System

Contractor shall provide City with a secure, cloud-based and internet accessible Applicant Tracking System ("ATS"). Contractor shall maintain the functionality of the ATS such that, for the Initial Term and any Renewal Term, the ATS: (i) meets or exceeds City's functional requirements as provided in **Attachment B, Required Functionality**, and, (ii) contains no less than the functionality available to the City as of the date this Agreement is first executed.

Contractor shall provide all product upgrades to the ATS and accompanying components at no cost to City. Contractor shall provide product upgrades on an automatic basis and shall make them available to City upon City's next login following a product upgrade rollout.

b. Test Management System

Contractor shall provide to City a cloud-based and internet accessible test management system (TMS) that meets or exceeds City's functional requirements as provided in **Attachment B, Required Functionality**.

c. Optional Customization Services

As directed by City, Contractor shall provide customized features and perform other services to meet City's business needs ("Optional Customization Services"). Optional Customization Services may include system upgrades and reporting mechanisms that are not included in Contractor's quarterly upgrades, or other consulting, programming, or professional services.

Contractor will meet with City to determine requirements and the associated cost. City will issue a statement of work, substantially in the form of **Attachment C, Statement of Work Form**, detailing the services to be

provided, and the costs to be paid for the services. Optional Customization Services provided as software or programming will become part of the System

Contractor shall provide any assistance and cooperation necessary or convenient to facilitate the adaptation of the System and any Optional Customizations to City's functional requirements.

Notwithstanding the fact that Contractor may be providing City access to and use of products licensed to Contractor by a third party, Contractor is responsible for providing City any support necessary to City in City's use of any such products and Contractor shall provide City with any upgrades.

d. Licenses

Contractor shall provide City an irrevocable license to access and use the System for the term of this Agreement. As part of Contractor's obligations to provide City the ATS, Contractor shall provide City an irrevocable license to access and use Contractor's Insight Software Solution, Enterprise Edition ("Insight Solution") for the term of the Agreement, provided, however, that if at any point the Insight Solution fails to meet City's functional requirements, as provided in **Attachment B, Required Functionality**, Contractor, if directed by City, shall provide to City a license to access and use Contractor's other software system or systems that meet City's functional requirements, as provided in **Attachment B, Required Functionality**.

2. Payment Terms

- a. For each year of the Initial Term of the Contract, and for each year of a Renewal Term, if occurring, City shall pay Contractor an annual fee of \$188,343 consisting of payment of \$148,343 for the annual license subscription fee of the Applicant Tracking System and payment of \$40,000 for the Test Management System. Except as provided in subsection (b) of this Section A.2 of Article III, City's annual payment to Contractor for each year of the Agreement will not exceed \$188,343.
- b. Subject to the requirements of subsection (c) of Section A.1 of Article III, City shall pay Contractor for any Optional Customization Services at the rate of \$150 per hour. For any year that City pays Contractor for Optional Customization Services, City's annual payment to Contractor for that year will increase by the amount of that payment for Optional Customization Services. Notwithstanding the foregoing, City's payment to Contractor for any Optional Customization Services provided by Contractor may not exceed \$40,000 for the period June 1, 2018 through May 31, 2023.

- c. City's total obligation for complete and satisfactory performance of the terms of this Agreement, for the Initial Term and two Renewal Terms will not exceed \$981,715, inclusive of all expenses and costs. Unless otherwise specified, all obligations under this Contract shall be paid directly by City. City reserves the right to increase or decrease City's total obligation under this Contract.
- d. Contractor shall not make any financial commitment on behalf of City, incur any cost or expense on behalf of City, or obligate City to make payments for any costs or expenses, unless expressly authorized by City in a signed Statement of Work or in this Agreement.

Table 1 – Yearly, Optional, and Total Costs

	Annual License Subscription – Insight Solution	Test Management System	Total Annual Cost
Initial Term - Year 1 (06/01/18 – 05/31/19)	\$148,343	\$40,000	\$188,343
Initial Term - Year 2 (06/01/19 – 05/31/20)	\$148,343	\$40,000	\$188,343
Initial Term - Year 3 (06/01/20 – 05/31/21)	\$148,343	\$40,000	\$188,343
First Renewal Term - Year 4 (06/01/21 – 05/31/22)	\$148,343	\$40,000	\$188,343
Second Renewal Term - Year 5* (06/01/22 – 05/31/23)	\$148,343	\$40,000	\$188,343

Total Cost of First Three Years	\$565,029
Total Cost of Optional Fourth and Fifth Years	\$376,686
Optional Customization Services	Not-to-Exceed \$40,000 for the period 6/1/2018 to 5/31/2023
Contract Maximum	Not-to-Exceed \$981,715 for the period 6/1/2018 to 5/31/2023

*All terms and related costs are subject to the termination provisions of this Agreement, including PSC-9, Termination, of the Standard Provisions for City Contracts (Rev. 10/17) [v.3].

3. Invoicing

- a. Invoices must be submitted to:
 Tina Lee Rodriguez
 Personnel Department
 Selection Division
 700 E. Temple St., Room 320
 Los Angeles, California 90012

- b. To ensure that services provided under personal services contracts are measured against services as detailed in the Agreement, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices.
- c. Contractor shall submit invoices that conform to City standards and include, at a minimum, the following information:
 - i. Name and address of Contractor
 - ii. Name and address of City department being billed
 - iii. Date of invoice and period covered
 - iv. Contract number or authority (purchase order) number
 - v. Description of completed task and amount due for task, including:
 - Name of personnel working on task
 - Hours spent on task and timesheet supporting charges (if applicable)
 - vi. Rate per hour and total due
 - vii. Certification by a duly authorized officer
 - viii. Discount and terms (if applicable)
 - ix. Remittance Address (if different from Contractor's address)
- d. All invoices must be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of Contractor. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, shall be attached to all invoices. Invoices must be submitted within 30 days of service, or monthly, and will be payable to Contractor no later than 30 days after acknowledged receipt of a complete invoice. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by City's Fiscal Officer.
- e. Invoices and supporting documentation must be prepared at the sole expense and responsibility of Contractor. City shall not compensate Contractor for costs incurred in invoice preparation. City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. City reserves the right to request additional supporting documentation to substantiate costs at any time.
- f. Subcontractors' Requirements. Tasks that are completed by subcontractors must be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.
- g. ***Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a)***, which requires the Controller to inspect the quality, quantity, and condition of services, labor,

materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

B. Contractor's Personnel/Subcontractors

1. Contractor shall use its own employees to perform the services described in this Agreement. City shall have the right to review and approve any personnel who are assigned to work under this Agreement. Contractor agrees to remove personnel from performing work under this Agreement if requested to do so by City.
2. Contractor may utilize subcontractors to assist in performance of this Agreement. Notwithstanding the fact that Contractor may utilize subcontractors, Contractor shall remain responsible for performing all aspects of this Agreement. City has the right to approve Contractor's subcontractors and City reserves the right to request replacement of a subcontractor. City does not have any obligation to pay subcontractors and nothing herein creates any privity between City and the subcontractors.
3. City reserves the right to have Contractor replace any project personnel with equally or better qualified staff upon submitting written notice to the Contractor. In addition, City reserves the right to approve in advance any changes in project personnel or levels of commitment by Contractor to the project.

C. Representations and Warranties

Contractor represents and warrants that:

1. The Insight Solution meets City's functional requirements for an ATS and that the Insight Solution will continue to meet these requirements for the Initial Term and any Renewal Term;
2. Contractor is the owner of the Insight Solution and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the intellectual property and other rights granted in this Contract without the further consent of any third party;
3. Contractor has disaster recovery plans in place to ensure absolute minimum downtime during various degrees of system failure. Contractor represents that these disaster plans are documented, and have been tested;
4. Contractor has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on Contractor's ability to perform as required by this Agreement;

5. Contractor shall protect all of City's Confidential Information, including City Data (as defined in the Standard Provisions for City Contracts (Rev. 10/17 [v.3])), using industry commercially reasonable means to secure City Data, including, but not limited to, firewalls, IPS/IDS, encryption at rest and in transit, and administrative, physical and technical safeguards designed to protect the confidentiality, integrity, and availability of City Data. Contractor shall maintain compliance with all applicable federal and state privacy statutes, rules, regulations, and orders ("Applicable Law");
6. Contractor shall perform the work contemplated in this Agreement in a manner consistent with professional standards among those firms in Contractor's profession, doing the same or similar work, under the same or similar circumstances; and
7. Contractor possesses and maintains valid licenses and permits required to perform the services described herein.

D. Confidentiality, Data Management, and Data Security

1. Confidentiality

All documents, records and information provided by City to Contractor, or accessed, reviewed, or produced by Contractor during performance of this Contract, including but not limited to personal applicant information, test methods and results, remain the property of City. All documents, records, and information provided by City to Contractor, or accessed, reviewed, or produced by Contractor during performance of this Contract, are confidential (hereinafter collectively referred to as "Confidential Information"). Contractor shall not provide Confidential Information, or disclose the content or information contained in Confidential Information, whether orally or in writing, to any other person or entity. Contractor shall not utilize any Confidential Information used or reviewed in connection with Contractor's work for City except as necessary for the purpose of performing City business pursuant to Contractor's obligations under this Contract. Contractor is responsible for protecting the confidentiality and maintaining the security of all Confidential Information in its possession.

Any Confidential Information provided by City to Contractor, or accessed, reviewed, or produced by Contractor, during performance of this Contract, shall be made available to its employees, agents, and subcontractors only on a need-to-know basis. Further, Contractor shall provide written instructions to all of Contractor's employees, agents and subcontractors with access to the Confidential Information about the penalties for its unauthorized use or disclosure.

Contractor shall not remove Confidential Information or any other documents or information used or reviewed in connection with Contractor's work for City from

Contractor facilities without prior approval from City. Contractor shall, at the conclusion of this Contract, or at the request of City, promptly return to City any and all Confidential Information and all other written materials, notes, documents, or other information obtained by Contractor during the course of work under this Contract. Contractor shall not make or retain copies of any such information, materials or documents. Contractor and its employees, agents, and subcontractors may have access to Confidential Information, to which access is controlled by statute. Misuse of such information may adversely affect the subject individual's civil rights and violates the law. Contractor shall implement such reasonable and prudent measures to keep secure and private all Confidential Information accessed by its employees, agents, and subcontractors during the performance of this Contract as are required by law and this Contract. Contractor shall advise its employees, agents, and subcontractors of this confidentiality requirement.

Contractor shall require that all employees assigned to perform services, or to provide support to those performing services for the City under this Agreement, sign and adhere to the **Confidentiality Agreement**, attached hereto as **Attachment D**.

The provisions of this Section survive termination of this Agreement.

2. Disclosure of Information

Contractor shall not, without the express written permission of the City: (i) disclose any detailed information regarding City's recruitment, selection, and applicant tracking methods to any third party; or (ii) disclose any personal information regarding an applicant, including the existence or nonexistence of an applicant or employee, except as these disclosures are necessary to conduct Contractor's business and provide the services identified in this Contract. Contractor shall not issue press releases without written authorization from the City and City approval of the content of the press release. Contractor shall not respond to any media inquiry regarding the program as a whole or individual applicants and shall refer such inquiries to the General Manager's designee. Upon execution and approval of this Agreement, Contractor may identify City as a client in promotional material but shall not provide specific information concerning the City's use of the Contractor's services.

3. Data Center

Contractor shall house all equipment required for the operation of the System from its data center in California. The data center shall be in a secure area behind code access security doors. Uninterrupted Power Supply (UPS) and fire suppression systems and smoke alarms shall also be installed in the computer center.

4. Data Backup and Emergency Recovery

Contractor shall save application files to tape nightly, weekly, monthly, and annually, while program files shall be saved weekly. Nightly backup tapes shall be retained for 30 days. Weekly backup tapes shall be retained for 2 months. Monthly backup tapes shall be retained for 12 months. Annual backup tapes shall be saved permanently. If data restoration or recovery shall be necessary, Contractor shall do so using the most current backup tapes. All backup tapes shall be taken to offsite, secured storage facilities.

All City data contained in the primary facility shall be continuously captured and replicated to a secondary site. Should a disaster occur on the main site, the secondary site must be capable of being used live until the primary site is recovered; at which time Contractor shall provide synchronization tools to mirror all data changes between both sites before resuming processing at the primary site or server.

If such secondary site does not exist, Contractor shall be responsible for developing and presenting a contingency plan to City regarding the possibility of losing their primary facility. Contractor shall present such a contingency plan to City no later than 60 days after execution of this Contract. Contractor shall implement said contingency plan no later than 30 days after City approval.

Contractor shall notify City of any downtime periods that equal or exceed thirty (30) minutes or more. Within two (2) hours of discovering or receiving notice of downtime, Contractor shall determine whether the source of the downtime is limited to the System. If Contractor determines that the System is not the source of the downtime, Contractor will attempt to determine the source of the downtime within an additional two (2) hour period. In any event, Contractor will notify City of the source of the downtime within sixty (60) minutes of identifying the source.

5. Data Security

Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, which security program is designed to: (a) ensure the security and confidentiality of the City Data; (b) protect against any anticipated threats or hazards to the security or integrity of the City Data; (c) protect against unauthorized disclosure, access to, or use of the City Data; (d) ensure the proper disposal of the City Data if requested by the Department or required by applicable law; and, (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing.

6. Firewalls

Contractor shall use reasonable precautions, including but not limited to, physical software, and network security measures, employee screening, training and supervision, and appropriate agreements with employees, to: (a) prevent anyone other than the City from monitoring, using, gaining access to, or learning the import of the City Data; (b) protect appropriate copies of the City Data from loss, corruption, or unauthorized alteration; and (c) prevent the disclosure of City passwords and other access control information to anyone other than authorized City employees.

7. Security Audit

No less than annually, Contractor shall conduct a comprehensive audit of its data privacy and information security program and provide such audit findings to the City.

Without limiting any other audit rights of the City, the City shall have the right to review Contractor's data privacy and information security program prior to the commencement of this agreement and from time to time during the term of this agreement. During the performance of this agreement, on an ongoing basis from time to time and without notice, the City, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the City, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by the City regarding Contractor's data privacy and information security program.

8. Vulnerabilities

Contractor's software applications and any third party software applications embedded in the Service must be free from vulnerabilities and defects. Contractor shall provide vulnerability scanning services for critical systems or systems hosting sensitive data.

9. Service Changes

Contractor shall notify the City of any changes in the System, such as enhancements and upgrades that can impact the security of the System.

10. Authorization and Access

Contractor shall enforce the following IT security best practices with respect to its Service: (a) Contractor shall authorize access only to the minimum amount of resources required for a function; (b) Contractor shall divide functions among its

staff members to reduce the risk of one person committing fraud undetected; and (c) Contractor shall restrict access to authorized users and base access control on the role a user plays in an organization.

11. City End User Control

City shall ensure that no City employees or City agents with access to the System ("City End Users"): (i) provide system passwords or other log-in information for the System to any third party except those City End Users authorized to access the System pursuant to this Agreement; (ii) access the System in order to: (a) build, assist, or facilitate the assembly of a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the System, or (c) copy any ideas, features, functions or graphics of the System; (iv) reverse engineer, decompile, disassemble or otherwise attempt to discover or directly access the source code or any underlying ideas or algorithms of any portions of the System or any underlying software or component thereof; or (v) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the System except as expressly permitted by this Agreement. In the event a City End User breaches the requirements provided in this subsection, Contractor may suspend or revoke the suspected City End User violator's access to the System for the time reasonably necessary to confirm or deny suspicion, but not longer than for a period of five days, unless Contractor has first received City's consent. Prior to suspending or revoking access to a City End User pursuant to this subsection, Contractor shall first provide notice by email to City's Representative of Contractor's intent to suspend or revoke access and the reasons for the suspension or revocation.

ARTICLE IV. MISCELLANEOUS

A. Standard Provisions for City Contracts

Contractor shall comply with the **Standard Provisions for City Contracts (Rev. 10/17 [v.3])**, attached hereto as **Attachment A** and made a part hereof, with the exception of PSC 21.

B. Ownership and License

Notwithstanding anything to the contrary in PSC 21, "Ownership and License," of the **Standard Provisions for City Contracts (Rev. 10/17 [v.3])**, City and Contractor agree that:

1. Data Ownership

The City is and will remain the owner of all data provided to Contractor by City pursuant to this Contract, including City Data. Contractor shall not use this data for any purpose other than providing services under the Contract. Contractor shall not allow any part of this data to be sold, assigned, leased or otherwise disclosed to third parties (except inasmuch as disclosure to authorized subcontractors is necessary for purposes of performance of this Agreement) or exploited in any manner by or on behalf of Contractor. Contractor shall not possess or assert any lien or other right against such data. Contractor shall hold all such data in confidence in accordance with the requirements of this Agreement.

2. Title to System and System Documentation

All ownership right, title, and interest in and to the System are and shall remain at all times the sole and exclusive property of Contractor. City acknowledges that no such ownership rights, title, or interest in or to the Insight Solution and the documentation is granted under this Agreement, and no such assertion will be made by City. The System is and shall remain the sole property of Contractor with the exception of any documentation or software solely developed by City Staff for use or integration with the System. City is granted only a license to use of the Insight Solution as set forth herein, which right of use is not coupled with an ownership interest

3. Reproduction of Documentation

City may reproduce the System documentation provided by Contractor, provided that the reproductions (i) exclude Contractor's software code, (ii) are made for the internal use of City, and (iii) bear Contractor's copyright notices and other proprietary legends.

C. Replacement and Separation Assistance

City may at its discretion replace the System with another system. When and if this occurs, Contractor shall, within thirty (30) days of notification of termination of this agreement, provide City with dedicated data files suitable for importation into commercially available database software (e.g., MS- Access or MS-SQL). The dedicated data files will be comprised of the City's data contained in Contractor's System. The structure of the relational database will be specific to the City's data and will not be representative of the Contractor's proprietary database. Contractor will also work cooperatively with the City and any replacement contractor to ensure that the data is provided in a form utilizable by the City. If the format for the data differs from the methods mentioned above, the Contractor will apply a cost to the City for any programming that is required. The cost will be based on the Contractor's hourly rate.

At the expiration of this Contract or at its termination for any reason, Contractor shall provide City with access to all data during normal business hours for up to a month after expiration or termination of this Contract. Contractor shall efficiently, cooperatively, and responsibly return and transport all data and transition all previously assigned activities back to City in the manner designated above. The return and transportation of all data will be accomplished in the manner specified, and in a timeframe determined by City. Contractor shall be responsible for the reasonable cost of such transport, which shall be deducted from Contractor's last invoice. City may withhold any payments due Contractor until this requirement is satisfied.

D. Compliance with Statutes and Regulations

Contractor, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and City of Los Angeles. Contractor shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.

E. Amendments to Agreement

Any changes in the terms of this Agreement, including changes in the services to be performed by the Contractor, extension of the term, and any increase or decrease in pricing, will be incorporated into this Agreement by a written amendment properly executed by both parties.

F. Ambiguity

No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement.

G. Ratification Language

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 Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

H. Entire Agreement

This Agreement contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement. No-shrink-wrap, click-wrap, privacy policy, or other terms and conditions or agreements ("Additional Contractor Software Terms") provided with any products, services, documentation, or

software hereunder are binding on City, even if use of the foregoing requires an affirmative “acceptance” of those Additional Contractor Software Terms before access is permitted. All such Additional Contractor Software Terms are of no force or effect and are deemed rejected by City in their entirety.

I. Order of Precedence

In the event of any inconsistency between the provisions in the body of this Agreement and the attachments, the provisions in the body of this Agreement take precedence, followed by **Attachment A, Standard Provisions for City Contracts (Rev. 10/17 [v.3])**.

(Signature Page to Follow)

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

THE CITY OF LOS ANGELES

GOVERNMENTJOBS.COM, INC*

By: _____
WENDY MACY
General Manager
Personnel Department

By: _____
Title: _____

Date: _____

Date: _____

GOVERNMENTJOBS.COM, INC *

By: _____
Title: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

HOLLY L. WOLCOTT, City Clerk

By: _____
Samuel Petty
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

* Approved Signature Methods:

- 1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.
- 2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.

City Business License Number _____
Internal Revenue Service Taxpayer Identification Number _____
Agreement Number _____

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

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. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: Personnel Department

Date: 05/17/2017

Agreement/Reference: NeoGov - Online Services For Recruitment, Selection and Applicant Tracking

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

	Limits
<hr/>	
<input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u>
	EL <u>\$1,000,000</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<hr/>	
<input checked="" type="checkbox"/> General Liability	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct <small>3) Coverage to include Fiducian</small> <input type="checkbox"/> Fire Legal Liability <input type="checkbox"/>	
<hr/>	
<input type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	_____
<hr/>	
<input checked="" type="checkbox"/> Professional Liability (Errors and Omissions)	<u>\$2,000,000</u>
Discovery Period <u>See Note #3</u>	
<hr/>	
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)	_____
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Flood <input type="checkbox"/> Earthquake <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Fine Arts - Cover value of exhibit	
<hr/>	
<input type="checkbox"/> Pollution Liability	_____
<hr/>	
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	100% of the contract price
<input type="checkbox"/> Crime Insurance	_____
<hr/>	

Other: General Notes:

- 1) If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request For Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>
- 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.
- 3) Coverage to include Fiduciary Liability (if applicable), Errors & Omissions, Cyber Liability and Data Breach.

Professional Services Agreement

GovernmentJobs.com, Inc.

Attachment B – Required Functionality

Contractor shall provide City a System with no less than the following functionalities:

I. APPLICANT TRACKING SYSTEM (ATS)

A. RECRUITMENT

1. Allows users to customize online job application
 - Allows multiple versions of an application
2. Accepts job applications online
 - Accepts thousands of applications in one day
3. Integrates online applications with City's website
 - Allows NeoGov's Career Pages to integrate with the Personnel Department's website for ease of use
4. Provides online job announcements and descriptions
 - Ability to automatically post job bulletins for examinations and include a description of the job
5. Allows online job interest card submission and automatic email response
 - Allows potential applicants to submit interest cards for various City jobs and automatically sends out emails once those jobs open for filing
6. Proactively searches City's applicant database
 - Ability to generate numerous reports and/or search for specific information for all City applicants
7. Provides real-time database of all applicant information
 - Ability to provide up-to-the-minute information about a specific examination and/or the entire applicants for the City
8. Allows recruitment and examination planning
 - Allows staff from various sections to include specific recruitment and examination information for those involved to see

B. SELECTION

1. Creates, stores, and reuses supplemental exam questions
 - Ability to easily reuse previously used screening questions by creating an item bank
2. Defines unique scoring plans per recruitment, or copy existing scoring plans
 - Ability to create questions and create an algorithm to determine applicants' qualifications
3. Creates multiple choice tests from the TMS item bank

- Ability to integrate the scoring process through the use of FastTestWeb [Biddle]
- 4. Administers online tests
 - Ability to administer essay or multiple-choice tests through FastTestWeb
- 5. Creates tests in a paper/pencil format
- 6. Scores, ranks, and refers applicants
 - Ability to make changes to the answer key, provide bonus points, seniority points, and refer candidates based on the City's Rule of Three Whole Scores

C. APPLICANT TRACKING

1. Provides email and hardcopy notifications
2. Collects and reports EEO Data
3. Tracks applicants by step/hurdle
4. Schedules written, oral, and other exams
 - Allows candidates to self-schedule and/or Personnel Department to create a roster schedule of candidates
5. Records detailed applicant history
 - Allows to easily view the various applications submitted by applicants
6. Tracks and matches skills
 - Allows to view specific skills indicated by applicants such as languages spoken, written, and/or speak

D. REPORTING AND ANALYSIS

1. Collects and reports on EEO data, including gender and ethnicity information
2. Analyzes and reports on adverse impact and applicant flow
 - Ability to determine adverse impact for the candidate group for each evaluation step in the Exam Plan
3. Tracks and analyzes data such as time-to-hire, recruitment costs, staff workload, applicant qualifications, etc.
4. Allows access to all standard systems reports
5. Provides Ad Hoc reporting tool

E. AUTOMATION

1. Creates and routes job requisitions
 - Allows City Department to submit certification requests and route them to the proper section
2. Refers and certifies applicants electronically based on the Rule of Three Whole Scores

- Allows Personnel Department staff to identify candidates eligible for hire and allows for the flexibility to refer additional candidates if appropriate

II. TEST MANAGEMENT SYSTEM (TMS)

A. TEST MANAGEMENT

1. Allows City to create written tests and conduct detailed statistical analysis on written test items, groups, sections, and tests
2. Provides a computer based testing (CBT) component in the TMS for the online administration of multiple choice tests and the provision of immediate scoring feedback and results
3. Allows for the electronic storage, categorization, and retrieval of no less than 100,000 Items that can be imported into the Item Bank or created within the TMS
 - "Item" means an examination group comprised of one question, four possible answers, and an answer key or correct answer
4. Produces test questions in the form of multiple-choice questions, including a prompt and response option, a correct (keyed) response, or open-ended questions, which would allow for text/written (essay) responses
5. Provides an Item Bank that, in addition to storing items, allows for the storage of tests, which would be comprised of test questions stored within the system
6. Ensures confidentiality of items and tests by requiring permissions to be granted to view certain items or tests
7. Produces item history information, and item analysis
8. Includes off-the-shelf tests that can be used to assess such competencies as customer service, math, or other related competencies
9. Provides a web-based online test administration system that will allow for the City to administer tests to candidates online
10. Includes integration with online proctoring companies, which through integration, would be a seamless process for candidates to be administered the test online and proctored online on or before June 30, 2019

**Professional Services Agreement
GovernmentJobs.com, Inc.**

Attachment C – Statement of Work Form

CONTRACT NUMBER _____
STATEMENT OF WORK NUMBER _____

Project Title: _____

This Statement of Work Number ___ (this "SoW") is entered into pursuant to the _____ [date] Professional Services Agreement (the "Agreement") by and between the City of Los Angeles ("City") and GovernmentJobs.com, Inc. ("Contractor").

This SoW is incorporated into the Agreement. In the event of any conflict with this SoW, the main body of the Agreement will govern. The provisions of this SoW govern only the subject matter hereof and not any other subject matter covered by the Agreement. Capitalized terms not otherwise defined in this SoW will have the meanings given in the main body of the Agreement.

I. Professional Services & Deliverables. Contractor shall provide the following services:

II. Payment. City shall pay Contractor as follows:

III. Additional Provisions. In addition, the parties agree as follows:

This SoW is effective as of the latest date of execution set forth below.

CITY OF LOS ANGELES

GOVERNMENTJOBS.COM, INC.

By: _____
(signature)

By: _____
(signature)

Name: _____

Name: _____

(print)
Title: _____

(print)
Title: _____

Date: _____

Date: _____

**Professional Services Agreement
GovernmentJobs.com, Inc.**

Attachment D – Confidentiality Agreement

I _____, (hereinafter referred to as "Contractor"), have entered into a contract (hereinafter referred to as the "Agreement") with the City of Los Angeles to provide various services to the City of Los Angeles (hereinafter referred to as the "City").

I will provide temporary services to the City and as part of these services I will have access to confidential information. "Confidential Information" includes all data, records, documents, audio or visual recordings, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to me by the City. Confidential Information also includes anything defined as Confidential Information in the Agreement.

I further understand that all Confidential Information provided to me by the City, or accessed or reviewed by me during the performance of this assignment will remain the property of the City.

I agree not to provide Confidential Information, nor disclose its content or any information contained in it, either orally or in writing, to any other person or entity, unless required by law or court order. I further agree not to make copies of any Confidential Information unless a formal request is made and approved by the City.

I agree to forward all requests for the release of Confidential Information received by me to the City.

I agree that I will not divulge to any unauthorized person, Confidential Information or any other information obtained while performing work pursuant to the Agreement between me and the City.

I will be responsible for protecting the confidentiality and maintaining the security of all Confidential Information in my possession. Upon request by the City, I will return all Confidential Information in my possession. Upon completion or termination of my assignment under the Agreement, I will return all Confidential Information to the City.

This Agreement is to apply in conjunction with any prior confidentiality agreement between myself and the City, and will not nullify such agreements; however, this Agreement will take precedence. Any conflicts with any other agreements will be modified to comply with the terms and intent of this Agreement.

I acknowledge that violation of this Confidentiality Agreement may subject me to civil and/or criminal action and that the City of Los Angeles will seek all possible legal redress.

Contractor Signature

Date

Print Contractor Name

Print Contractor Title

Contractor Address _____

Contract Number _____